

# Laurel School District

## POLICY MANUAL



### Home of the Locomotives

Please note that we make an effort to keep the information in this document as accurate and up-to-date as possible. We do not guarantee that at any point in time, all information provided by the district is complete, accurate, and timely. New content is posted as soon as possible. If you have any questions regarding the accuracy of a document, please email [kgoss@mtsba.org](mailto:kgoss@mtsba.org)

# Laurel School District Mission Statement

The Laurel School District is dedicated to the individual development of each student by providing an academically enriching school experience and promoting social, physical and technological skills every day, without exception. The Laurel School District promises to carry out this mission by embracing the 7 Correlates of the Effective Schools Model.

- Learning for All
  - Safe and Orderly Environment
  - Academic Time on Task
- Positive Home and School Relations
- Frequent Monitoring of Student Progress
  - Strong Instructional Leadership
- High Expectations for Students, Staff and Community

# LAUREL SCHOOL DISTRICT

## MASTER INDEX

**R = REQUIRED**

**REC = RECOMMENDED**

**OP = OPTIONAL**

<b>OP</b>	5338	Absence Due to Illness or Injury
<b>REC</b>	1425	Abstentions From Voting
<b>REC</b>	5232	Abused and Neglected Child Reporting
<b>R</b>	3612P	Acceptable Use of Electronic Networks (Students)
<b>REC</b>	5455	Acceptable Use of Electronic Networks (Staff)
<b>REC</b>	3431F	Accident Report
<b>R</b>	4316	Accommodating Individuals With Disabilities [Community Relations]
<b>R</b>	5002	Accommodating Individuals With Disabilities [Personnel]
<b>OP</b>	7325	Accounting System Design
<b>OP</b>	2155	Activity Participation Pledge
<b>OP</b>	2155F	Activity Participation Pledge Sign-Off
<b>REC</b>	3416	Administering Medicines to Students
<b>OP</b>	6111	Administration in Policy Absence
<b>OP</b>	6431	Administrative Reduction in Force
<b>OP</b>	6142	Administrative Salaries
<b>REC</b>	7332	Advertising in Schools/Revenue Enhancement
<b>OP</b>	2421	Alternative Instructional Options
<b>R</b>	1610	Annual Goals and Objectives
<b>REC</b>	1120	Annual Organization Meeting
<b>OP</b>	7334	Annuity Guidelines
<b>REC</b>	5121	Applicability of Personnel Policies
<b>REC</b>	5122F	Applicant Rights and Consent to Fingerprint
<b>OP</b>	6130	Assignment and Transfer of Administrative Staff
<b>F</b>	2151F	Assumption of Risk Form
<b>REC</b>	5210	Assignments, Reassignments, Transfers
<b>REC</b>	3122	Attendance Policy
<b>R</b>	3123	Attendance Policy - Truancy
<b>R</b>	1441	Audience Participation
<b>OP</b>	1332	Authorization of Signatures
<b>REC</b>	8450	Automatic External Defibrillators (AED)
<b>REC</b>	5000	Board Goal/Personnel
<b>R</b>	1400	Board Meetings
<b>OP</b>	1640	Board Participation in Activities
<b>OP</b>	1520	Board/Staff Communications
<b>R</b>	1521	Board-Superintendent Relationship
<b>R</b>	5325	Breastfeeding Workplace
	2601	Bring Your Own Technology
<b>REC</b>	7121	Budget Adjustments
<b>REC</b>	7110	Budget and Program Planning
<b>REC</b>	7310	Budget Implementation and Execution
<b>R</b>	5015	Bullying/Harassment/Intimidation
<b>R</b>	3226	Bullying/Harassment/Intimidation/Hazing
<b>REC</b>	8110	Bus Routes and Schedules
<b>OP</b>	1111P	Candidate Orientation

<b>REC</b>	7510	Capitalization Policy for Fixed Assets
<b>REC</b>	3630	Cell Phones and Other Electronic Equipment
<b>OP</b>	5430F	Chaperone Letter of Understanding
<b>OP</b>	2337 -2337P	Chemical Use and Dependency
<b>OP</b>	2314F	Citizens Request for Reconsideration of Materials Form
<b>REC</b>	5140	Classified Employment and Assignment
<b>OP</b>	5511	Classified Payroll Guidelines
<b>REC</b>	1230	Clerk
<b>REC</b>	6001	Code of Ethics for Administration
<b>OP</b>	5006	Code of Ethics for all Laurel Public School Employees
<b>REC</b>	1511	Code of Ethics for School Board Members
<b>REC</b>	1130	Committees/Meetings
<b>REC</b>	3417	Communicable Diseases
<b>R</b>	2250	Community and Adult Education
<b>R</b>	4330	Community Use of School Facilities
<b>R</b>	5336	Compensatory Time and Overtime for Classified Employees
<b>R</b>	3120	Compulsory Attendance
<b>REC</b>	8440	Computer Software
<b>REC</b>	4332	Conduct on School Property
<b>OP</b>	1512	Conflict of Interest
<b>OP</b>	4320	Contact With Students
<b>OP</b>	2322	Contests for Students
<b>R</b>	2330	Controversial Issues and Academic Freedom
<b>OP</b>	4540	Cooperative Programs with Business and the Business Community
<b>REC</b>	4520	Cooperative Programs With Other Districts and Public Agencies
<b>OP</b>	1011FE	Cooperative Purchasing
<b>R</b>	2312	Copyright
<b>R</b>	2312P	Copyright Compliance
<b>REC</b>	2167	Correspondence Courses
<b>REC</b>	7400	Credit Card Use
<b>R</b>	2413	Credit Transfer and Assessment for Placement
	7225-7225F	Crowdfunding
	1710	CS Gel
<b>R</b>	2120	Curriculum and Assessment
<b>OP</b>	6122	Delegation of Authority
<b>OP</b>	3312	Detention
<b>REC</b>	2170-2170P	Digital Academy
<b>REC</b>	5255	Disciplinary Action
<b>REC</b>	3310P	Discipline of Students With Disabilities
<b>REC</b>	3141	Discretionary Nonresident Student Attendance Policy
<b>REC</b>	7251	Disposal of School District Property Without a Vote
<b>R</b>	2168	Distance, Online, and Technology-Delivered Learning
<b>OP</b>	3222	Distribution and Posting of Materials
<b>OP</b>	4321	Distribution of Fund Drive Literature Through Students [Community Relations]
<b>OP</b>	3535	Distribution of Fund Drive Literature Through Students [Students]
<b>OP</b>	6121	District Organization
<b>REC</b>	8121	District-Owned Vehicles
<b>R</b>	1310	District Policy and Procedure
<b>R</b>	3612	District-Provided Access to Electronic Information, Services, and Networks

<b>REC</b>	8301	District Safety
<b>REC</b>	8420	District-Wide Asbestos Program
<b>REC</b>	7326	Documentation and Approval of Claims
<b>REC</b>	8123	Driver Training and Responsibility
<b>R</b>	5228 - 5228P	Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
<b>REC</b>	5226	Drug-Free Workplace
<b>R</b>	6140	Duties and Qualifications of Administrative Staff Other Than Superintendent
<b>R</b>	1240	Duties of Individual Trustees
<b>OP</b>	2431	Early Admission to College
<b>OP</b>	2411	Early Graduation
<b>R</b>	3125	Education of Homeless Children
<b>REC</b>	1111	Election
<b>OP</b>	5460	Electronic Resources and Social Networking
<b>OP</b>	7535	Electronic Signatures
<b>REC</b>	3431	Emergency Treatment
<b>REC</b>	5450	Employee Electronic Mail and On-Line Services Usage
<b>OP</b>	5630	Employee Use of Cellular Phones and Other Electronic Devices
<b>OP</b>	6141	Employment Restrictions for Administrative Personnel
<b>REC</b>	7260	Endowments, Gifts, and Investments
<b>REC</b>	3121 - 3121P	Enrollment and Attendance Records
<b>REC</b>	3110	Entrance, Placement, and Transfer
<b>R</b>	3210	Equal Education, Nondiscrimination and Sex Equity
<b>R</b>	5010	Equal Employment Opportunity, Non-Discrimination, and Sex Equity
<b>R</b>	5420F	ESSA Qualifications Notification Request Form
<b>R</b>	6410	Evaluation of Administrative Staff
<b>OP</b>	1620	Evaluation of Board
<b>R</b>	5222	Evaluation of Non-Administrative Staff
<b>OP</b>	6110F	Evaluation of Superintendent
<b>REC</b>	3340	Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use
<b>REC</b>	7425-7425F	Extra- and Co-Curricular Funds
<b>REC</b>	4330F	Facilities Use Agreement
<b>R</b>	2158	Family Engagement Policy
<b>R</b>	5328	Family Medical Leave
<b>OP</b>	2320 – 2320P	Field Trips, Excursions, and Outdoor Education
<b>REC</b>	7430	Financial Reporting and Audits
<b>REC</b>	5122	Fingerprints and Criminal Background Investigations
<b>R</b>	3311	Firearms and Weapons
<b>OP</b>	1009FE	Flexible Instructor Licensing
<b>R</b>	8200	Food Services
<b>OP</b>	5270	Food Service Meals+++
<b>REC</b>	3145	Foreign Exchange Students
<b>REC</b>	7410	Fund Accounting System
<b>OP</b>	3611	Gangs and Gang Activity
<b>R</b>	7515	GASB 54
<b>R</b>	2166	Gifted Program
<b>REC</b>	6000	Goals [Administration]
<b>REC</b>	4000	Goals [Community Relations]
<b>OP</b>	7000	Goals [Financial Management]

<b>R</b>	2000	Goals [Instruction]
<b>REC</b>	8000	Goals [Noninstructional Operations]
<b>R</b>	2105	Grade Organization
<b>REC</b>	2140	Guidance and Counseling
<b>OP</b>	2140P	Guidance and Counseling Guidelines
<b>REC</b>	5012F	Harassment Reporting Form for Employees
<b>REC</b>	3225F	Harassment Reporting Form for Students
<b>REC</b>	2335	Health Enhancement
<b>REC</b>	2410 - 2410P	High School Graduation Requirements
<b>R</b>	5510	HIPAA
<b>OP</b>	5510F	HIPAA Form
<b>REC</b>	5120	Hiring Process and Criteria
<b>OP</b>	2430	Homework
<b>OP</b>	1008FE	Increase in Over-Base Levy Authority
<b>OP</b>	1621	In-Service Conference for Trustees
<b>OP</b>	7520	Independent Investment Accounts
<b>OP</b>	4512	Independent School Students – Participation in Athletics/Activities
<b>OP</b>	7550	Indirect Cost Reimbursement
<b>R</b>	2311	Instructional Materials
<b>OP</b>	1014FE	Intent to Increase Non-Voted Levy
<b>R</b>	3612F	Internet Access Conduct Agreement
<b>OP</b>	1635	Internships
<b>REC</b>	2151	Interscholastic Activities
<b>REC</b>	4411	Interrogation and Investigations Conducted by School Officials
<b>OP</b>	2421	K-8 Must Pass and Retention
<b>OP</b>	4541	Laurel High School Honorary Diploma
<b>REC</b>	8421	Lead Renovation
<b>OP</b>	6150	Leadership Team
<b>R</b>	2314	Learning Materials Review
<b>OP</b>	7525	Lease – Rental Agreement
<b>R</b>	1000	Legal Status and Operation
<b>R</b>	2309	Library Materials
<b>REC</b>	3415-3415P	Management of Sports Related Concussions
<b>R</b>	1513	Management Rights
<b>R</b>	3125F	McKinney-Vento Homeless Assistance Dispute Resolution Form
<b>R</b>	8205	Meal Charge Policy
<b>OP</b>	3413F1	Medical Exemption Form for Immunization
<b>R</b>	1105	Membership
<b>REC</b>	3124	Military Compact Waiver
<b>REC</b>	5322	Military Leave
<b>OP</b>	3416F	Montana Authorization to Possess or Self-Administer Asthma, Severe Allergy, or Anaphylaxis Medication
<b>R</b>	3650F	Montana Data Privacy Agreement
<b>OP</b>	1007FE	Multidistrict Agreements
<b>REC</b>	5250	Non-Renewal of Employment/Dismissal From Employment
<b>REC</b>	7008	Nonresident Student Attendance Agreement (Tuition/Transportation Costs)
<b>OP</b>	1014FE-F1	Notice of Intent to Impose an Increase in Non-Voted Levies
<b>OP</b>	1012FE	Non-voted Levy for Excess IDEA
<b>OP</b>	2110	Objectives
<b>REC</b>	8410	Operation and Maintenance of District Facilities

<b>R</b>	1100	Organization
<b>OP</b>	1000FE	Overview of Flexibility and Efficiency Policies
<b>R</b>	2333	Participation in Commencement Exercises
<b>REC</b>	3150	Part-Time Attendance
<b>OP</b>	5254 - 5254F	Payment of Employer Contributions and Interest on Previous Service
<b>REC</b>	5500	Payment of Wages Upon Termination
<b>REC</b>	7330	Payroll Procedures/Schedules
<b>REC</b>	5223	Personal Conduct
<b>REC</b>	7335	Personal Reimbursements
<b>REC</b>	5231 - 5231P	Personnel Records
<b>OP</b>	2411F	Petition for Early Graduation Form
<b>REC</b>	7329	Petty Cash Funds
<b>REC</b>	5224	Political Activity
<b>OP</b>	5230	Prevention of Disease Transmission
<b>R</b>	6210	Principals
<b>OP</b>	7405	Procurement Cards
<b>REC</b>	7530	Procurement of Supplies or Services
<b>R</b>	8210	Procurement Policy ofr School Food Service Purchases
<b>REC</b>	6420	Professional Growth and Development
<b>OP</b>	1005FE	Proficiency-Based ANB
<b>REC</b>	2130	Program Evaluation and Diagnostic Tests
<b>REC</b>	5220	Prohgibition on Aiding Sexual Abuse
<b>REC</b>	8320	Property Damage
<b>REC</b>	7500	Property Records
<b>REC</b>	4340	Public Access to District Records
<b>R</b>	4310	Public Complaints and Suggestions
<b>R</b>	4120 – 4120P	Public Relations
<b>R</b>	3650	Pupil Online Personal Information Protection
<b>REC</b>	7320	Purchasing
<b>REC</b>	1210	Qualifications, Terms, and Duties of Board Officers
<b>R</b>	3608	Receipt of Confidential Records
<b>R</b>	2450	Recognition of Native American Cultural Heritage
<b>REC</b>	1401	Records Available to Public
<b>REC</b>	8430	Records Management
<b>REC</b>	5256	Reduction in Force
<b>REC</b>	4550	Registered Sex Offenders
<b>OP</b>	4410	Relations With Law Enforcement and Child Protective Agencies
<b>REC</b>	2334	Release Time for Religious Instruction
<b>REC</b>	2332	Religion and Religious Activities
<b>OP</b>	3413F2	Religious Exemption Form for Immunization
<b>REC</b>	3440 - 3440P	Removal of Student During School Day
<b>OP</b>	7250	Rental or Lease of District Property
<b>REC</b>	5232F	Report of Suspected Child Abuse or Neglect
	5228F	Request for Records
<b>REC</b>	1112	Resignation [Board]
<b>OP</b>	5251	Resignations [Personnel]
<b>R</b>	5240	Resolution of Staff Complaints/Problem-Solving
<b>REC</b>	5253	Retirement Programs for Employees
<b>REC</b>	7210	Revenues
<b>REC</b>	8300	Risk Management
<b>REC</b>	4330P	Rules and Regulations for Building Use

<b>REC</b>	8400	Sale of Real Property
<b>REC</b>	1135-1135P	School Board Advocacy
<b>R</b>	1420	School Board Meeting Procedure
<b>REC</b>	1402	School Board Use of Electronic Mail
<b>REC</b>	8125	School Bus Emergencies
<b>REC</b>	8105	School Bus Replacement
<b>REC</b>	2221 - 2221P	School Closure
<b>OP</b>	3510	School-Sponsored Student Activities
<b>REC</b>	4210 - 4210P	School-Support Organizations
<b>R</b>	2510	School Wellness
<b>R</b>	2100	School Year Calendar and Day
<b>REC</b>	3231 - 3231P	Searches and Seizure
<b>R</b>	2162 - 2162P	Section 504 of the Rehabilitation Act of 1973 ("Section 504")
<b>R</b>	2311P	Selection, Adoption, and Removal of Textbooks and Instructional Materials
<b>R</b>	2310 - 2310P	Selection of Library Materials
<b>R</b>	8425 – 8425P	Service Animals
	5012P	Sexual Harassment Grievance Procedure – Employees
	3226P	Sexual Harassment Grievance Procedure - Students
<b>R</b>	3225	Sexual Harassment of Students
<b>R</b>	5012	Sexual Harassment of Employees
<b>R</b>	2171	Significant Writing Program
<b>R</b>	2161 - 2161P	Special Education
<b>REC</b>	5130	Staff Health
<b>OP</b>	5640	Stipends
<b>R</b>	2132	Student and Family Privacy Rights
<b>R</b>	3415F	Student Athlete & Parent/Legal Custodian Concussion Statement
<b>REC</b>	8124	Student Conduct on Buses
<b>R</b>	3310	Student Discipline
<b>REC</b>	3224	Student Dress
<b>OP</b>	3100 - 3100P	Student Enrollment, Exceptional Circumstances
<b>R</b>	3520	Student Fees, Fines, and Charges
<b>OP</b>	3530	Student Fund-Raising Activities
<b>REC</b>	3410	Student Health/Physical Screenings/Examinations
<b>REC</b>	3413	Student Immunization
<b>OP</b>	3221 – 3221P	Student Publications
<b>REC</b>	3600 - 3600P - 3600F1	Student Records
<b>OP</b>	1106	Student Representative to the Board
<b>REC</b>	3200	Student Rights and Responsibilities
<b>REC</b>	5440	Student Teachers/Interns
<b>REC</b>	3233	Student Use of Buildings: Equal Access
<b>REC</b>	3130	Students of Legal Age
<b>REC</b>	5314	Substitutes
<b>OP</b>	3422	Suicide
<b>R</b>	2150	Suicide Awareness and Prevention
<b>R</b>	6110	Superintendent – Duties and Authority
<b>R</b>	6110P	Superintendent – Board Responsibilities
<b>R</b>	3300	Suspension and Expulsion – Corrective Action and Punishment
<b>REC</b>	1110	Taking Office
<b>REC</b>	5420	Teachers' Aides
<b>R</b>	2160 - 2160P	Title I Parent Involvement



<b>REC</b>	8225	Tobacco Free Policy
<b>OP</b>	2163	Traffic Education
<b>REC</b>	3606	Transfer of Student Records
<b>OP</b>	1006FE	Transfers for School Safety
<b>REC</b>	8100	Transportation
<b>REC</b>	8111	Transportation of Students With Disabilities
<b>REC</b>	7336	Travel Allowances and Expenses
<b>REC</b>	1531	Trustee Expenses
<b>REC</b>	1532	Trustee Insurance
<b>R</b>	1700	Uniform Complaint Procedure
<b>OP</b>	3330	Use of Alcohol-Sensor Device
<b>OP</b>	8132	Use of Buses
<b>REC</b>	4331	Use of School Property for Posting Notices
<b>OP</b>	1630	Utilization of Montana School Boards Association
<b>REC</b>	1113 - 1113P	Vacancies [Board]
<b>OP</b>	5213	Vacancies [Personnel]
<b>REC</b>	5334 - 5334P	Vacations
<b>OP</b>	7324	Vendor Authorization/Tax Exempt Financial Products
<b>OP</b>	3235	Video Surveillance
<b>REC</b>	4315	Visitor and Spectator Conduct
<b>R</b>	4301	Visitors to Schools
<b>REC</b>	5430	Volunteers
<b>REC</b>	5125	Whistle Blowing and Retaliation
<b>REC</b>	5221	Work Day
<b>REC</b>	5337	Workers' Compensation Benefits

## LAUREL SCHOOL DISTRICT

**R = required**

### 1000 SERIES THE BOARD OF TRUSTEES

#### TABLE OF CONTENTS

<b>R</b>	1000	Legal Status and Operation
	1000FE	Overview of Flexibility and Efficiency Policies
	1005FE	Proficiency-Based ANB
	1006FE	Transfers for School Safety
	1007FE	Multidistrict Agreements
	1008FE	Increase in Over-Based Levy Authority
	1009FE	Flexible Instructor Licensing
	1011FE	Cooperative Purchasing
	1012FE	Non-voted Levy for Excess IDEA
	1014FE	Intent to Increase Non-Voted Levy
	1014FE-F1	Notice of Intent to Increase Non-Voted Levies
<b>R</b>	1100	Organization
<b>R</b>	1105	Membership
	1106	Student Representative to the Board
	1110	Taking Office
	1111	Election
	1111P	Candidate Orientation
	1112	Resignation
	1113 - 1113P	Vacancies
	1120	Annual Organization Meeting
	1130	Committees
	1135 – 1135P	School Board Advocacy
	1210	Qualifications, Terms, and Duties of Board Officers
	1230	Clerk
<b>R</b>	1240	Duties of Individual Trustees
<b>R</b>	1310	District Policy and Procedures
	1332	Authorization of Signatures
<b>R</b>	1400	Board Meetings
	1401	Records Available to Public
	1402	School Board Use of Electronic Mail
<b>R</b>	1420	School Board Meeting Procedure
	1425	Abstentions From Voting
<b>R</b>	1441	Audience Participation
	1511	Code of Ethics for School Board Members
	1512	Conflict of Interest
<b>R</b>	1513	Management Rights
	1520	Board/Staff Communications
<b>R</b>	1521	Board-Superintendent Relationship

	1531	Trustee Expenses
	1532	Trustee Insurance
<b>R</b>	1610	Annual Goals and Objectives
	1620	Evaluation of Board
	1621	In-Service Conference for Trustees
	1630	Utilization of Montana School Boards Association
	1640	Board Participation in Activities
	1635	Internships
<b>R</b>	1700	Uniform Complaint Procedure
	1710	CS Gel

**Laurel School District #7 & 7-70**

**R**

**THE BOARD OF TRUSTEES**

1000

Legal Status and Operation

The Board of Trustees of Laurel School District No. 7 & 7-70 is the governmental entity established by the state of Montana to plan and direct all aspects of the District's operations, to the end that students shall have ample opportunity to achieve their individual and collective learning potentials.

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

All handbooks approved by the Board are operating policies of the District.

Legal Reference:	§ 20-3-323, MCA	District policy and record of acts
	§ 20-3-324, MCA	Powers and duties

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012

Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

1000FE

FLEXIBILITY AND EFFICIENCY

---

Overview of Flexibility and Efficiency Policies

The Laurel Board of Trustees has adopted and committed to a governance structure that keeps the focus of the Board on students and that increases the District's flexibility and efficiency to maximize the District's resources that are available for the benefit of students and student achievement through available innovations.

In furtherance of this policy, the Board has adopted and implemented the AvancED framework to facilitate this process.

**Laurel School District #7 & 7-70**

**R**

**THE BOARD OF TRUSTEES**

1000

Legal Status and Operation

The Board of Trustees of Laurel School District No. 7 & 7-70 is the governmental entity established by the state of Montana to plan and direct all aspects of the District's operations, to the end that students shall have ample opportunity to achieve their individual and collective learning potentials.

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

All handbooks approved by the Board are operating policies of the District.

Legal Reference:	§ 20-3-323, MCA	District policy and record of acts
	§ 20-3-324, MCA	Powers and duties

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012

Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

1005FE

FLEXIBILITY AND EFFICIENCY

---

Proficiency-Based ANB

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing the provision of law allowing proficiency-based ANB.

At the discretion of the District, a student may be given credit for a course satisfactorily completed in a period of time shorter or longer than normally required and, provided that the course meets the District's curriculum and assessment requirements, which are aligned with the content standards stated in the education program. Examples of acceptable course work include, but are not necessarily limited to, those delivered through correspondence, extension, and distance learning courses, adult education, summer school, work study, specially designed courses, and challenges to current courses.

Legal Reference:	20-1-301, MCA	School fiscal year
	20-9-311(4)(a)(b)(d), MCA	Calculation of average number belonging (ANB) – 3-year averaging
	20-3-324, MCA	Powers and duties
	10.55.906 ARM	High School Credit

Laurel School District # 7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

1006FE

FLEXIBILITY AND EFFICIENCY

---

Transfers for School Safety

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

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

The transfer of such funds can be for:

1. planning for improvements to school safety, including but not limited to the cost of services provided by architects, engineers, and other consultants;
2. installing or updating locking mechanisms and ingress and egress systems at public school access points, including but not limited to systems for exterior egress doors and interior passageways and rooms, using contemporary technologies;
3. installing or updating bullet-resistant windows and barriers; and
4. installing or updating emergency response systems using contemporary technologies.

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

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 transferred funds.

Legal Reference:	20-9-503, MCA	Budgeting, tax levy, and use of building reserve fund.
	20-9-236, MCA	Transfer of funds – improvements to school safety and security



# Laurel School District #7 & 7-70

Adopted on: 4/9/2018

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

Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

1008FE

FLEXIBILITY AND EFFICIENCY

---

Increase in Over-Base Levy Authority Without a Vote

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing provisions in law that allow for increases in over-base levy authority without a vote through decreases in other non-voted levies.

Provided that budget limitations otherwise specified in law are not exceeded, the Board of Trustees may in its discretion increase the District's over-base budget levy without a vote if the Board reduces non-voted property tax levies authorized by law to be imposed by action of the Board by at least as much as the amount by which the over-BASE budget levy is increased. The ongoing authority for any non-voted increase in the over-BASE budget levy imposed must be decreased in future years to the extent the Board imposes any increase in other non-voted property tax levies.

Legal Reference: 20-9-308, MCA BASE budgets and maximum general fund budgets

## Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

1009FE

### FLEXIBILITY AND EFFICIENCY

---

Revised on:

#### Flexible Instructor Licensing

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing the provision of law allowing flexibility in licensure of instructors and as a means of addressing recruitment and retention of staff. Flexibilities in the following areas are available for the District's enhancement of its programs and services to enhance student achievement.

- Internships
  - Available to anyone with a current license and endorsement in one subject who wants to move to a new licensed role/endorsed area.
  - Requirements must be satisfied within 3 years
  - Must include a plan between the intern, the school district and an accredited preparation program
- Provisionally Certified
  - May be issued to an otherwise qualified applicant who can provide satisfactory evidence of:
    - The intent to qualify in the future for a class 1 or class 2 certificate and
    - Who has completed a 4-year college program or its equivalent, and
    - Holds a bachelor's degree from a unit of the Montana university system or its equivalent.
- Substitutes
  - Must have a GED or high school diploma
  - Will have completed 3 hours of training by the district
  - Will have submitted a fingerprint background check  
(All requirements can be waived by the district if the substitute has prior substitute teaching experience in another public school from November 2002 to earlier)
  - May not substitute more than 35 consecutive days for the same teacher, however the same substitute can be used for successive absences of different staff as long as each regular teacher for whom the substitute is covering is back by 35 consecutive teaching days
- Retired Educators
  - School district must certify to OPI and TRS that the district has been unable to fill the position due to no qualified applications or no acceptance of offer by a non-retired teacher
  - No limit on the district
  - Retired teacher must have 30 years of experience in TRS
  - There is a 3 year lifetime limit on the retired individual going to work under this provision

- Class 3 Administrative License
  - Valid for a period of 5 years
  - Appropriate administrative areas include: elementary principal, secondary principal, K-12 principal, K-12 superintendent, and supervisor.
  - Must be eligible for an appropriately endorsed Class 1,2 or 5 license to teach in the school(s) in which the applicant would be an administrator or would supervise, and qualify as set forth in ARM 10.57414 through 10.57.418
  - An applicant for a Class 3 administrative license who completed an educator preparation program which does not meet the definition in ARM 10.57.102(2), who is currently licensed in another state at the same level of licensure, may be considered for licensure with verification of five years of successful administrative experience as defined in ARM 10.57.102 as documented by a recommendation from a state accredited P-12 school employer on a form prescribed by the Superintendent of Public Instruction and approved by the Board of Public Education. The requirements of ARM 10.57.414(1)(c)(i-iii) must be met by an applicant seeking a superintendent endorsement.
- Class 4 for CTE
  - Valid for a period of 5 years
  - Renewable pursuant to the requirements of 10.57.215, ARM and the requirements specific to each type of Class 4 license.
  - 4A – for licensed teachers without a CTE endorsement
  - 4B – for individuals with at least a bachelor’s degree
  - 4C – for individuals with a minimum of a high school diploma or GED
- Class 5 alternatives
  - Good for a maximum of 3 years
  - Requirements dependent upon the alternative the district is seeking
- Emergency authorization of employment
  - Individual must have previously held a valid teacher or specialist certificate or have met requirements of rule 10.57.107, ARM
  - Emergency authorization is valid for one year, but can be renewed from year to year provided conditions of scarcity continue to persist

Legal References:	10.55.716, ARM	Substitute Teachers
	10.55.607, ARM	Internships
	10.27.102, ARM	Definitions
	10.57.107, ARM	Emergency Authorization of Employment
	10.57.215, ARM	Renewal Requirements
	10.57.414, ARM	Class 3 Administrative License – Superintendent Endorsement
	10.57.420, ARM	Class 4 Career and Technical Education License
	10.57.424, ARM	Class 5 Provisional License
	19-20-732, MCA	Reemployment of certain retired teachers, specialists and administrators – procedure – definitions

Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

1011FE

FLEXIBILITY AND EFFICIENCY

---

Cooperative Purchasing

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing provisions in law that allow for cooperative purchasing without the formalities of the bidding process.

The District may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. This allows the District to participate in a cooperative purchasing group to purchase supplies and services through the group without bidding if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard.

Legal Reference: 20-9-204(4), MCA Conflicts of interest, letting contracts, and calling for bids – exceptions

Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

1012FE

FLEXIBILITY AND EFFICIENCY

---

Non-voted Levy for Excess IDEA Costs

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing provisions in law that allow the District to levy amounts necessary to provide FAPE to resident students with special needs.

In addition to use of a tuition levy to pay tuition for out-of-district attendance of a resident pupil, a school district may also include in its tuition levy an amount necessary to pay for the full costs of providing a free appropriate public education to any child with a disability who lives in the District. The amount of the levy imposed for the costs associated with educating each child with a disability must be limited to the actual cost of service under the child's individualized education program minus:

- (A) the student's state special education payment;
- (B) the student's federal special education payment;
- (C) the student's per-ANB amount;
- (D) the prorated portion of the district's basic entitlement for each qualifying student; and
- (E) the prorated portion of the district's general fund payments in [20-9-327](#) through [20-9-330](#) for each qualifying student.

Legal Reference:	20-5-324(5)(a)(iii), MCA	Tuition report and payment provisions
	20-9-327, MCA	Quality Educator Payment
	20-9-328, MCA	At-Risk Student Payment
	20-9-329, MCA	Indian education for all payment
	20-9-330, MCA	American Indian achievement gap payment

Laurel School District # 7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

1014FE

FLEXIBILITY AND EFFICIENCY

Revised on: 11/25/2019

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

# Laurel School District #7 & 7-70

Adopted on: 11/25/2019

Reviewed on:

Revised on:

1014FE-F1

## FLEXIBILITY AND EFFICIENCY

### Notice of Intent to Impose an Increase in Levies Form

As an essential part of its budgeting process, the \_\_\_\_\_ Board of Trustees is authorized by law to impose levies to support its budget. The \_\_\_\_\_ 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



THE BOARD OF TRUSTEES

1100

Organization

The legal name of this District is Laurel School District No. 7 & 7-70, Yellowstone County, State of Montana. The District is classified as a class two (2) district and is operated according to the laws and regulations pertaining to a class two (2) district.

To achieve its primary goal of providing each child with the necessary skills and attitudes to become an effective citizen, 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 regulations. *School Laws of Montana* and the administrative rules of the Board of Public Education and the Office of Superintendent of Public Instruction delineate the legal powers, duties, and responsibilities of the Board.

The Laurel School District # 7 & 7-70 maintains the Laurel High, Laurel Middle, Graff Elementary and West Elementary.

The district(s) constitute the taxable basis for purposes of construction, operation, and maintenance of Laurel School(s).

Legal References:	§ 20-3-324, MCA	Powers and duties
	§ 20-6-101, MCA	Definition of elementary and high school districts
	§ 20-6-201, MCA	Elementary district classification
	§ 20-6-301, MCA	High school district classification

Policy History:

Adopted on:

Reviewed on: 07/09/2012

Revised on:

THE BOARD OF TRUSTEES

1105

Membership

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

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

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 and nomination
	§ 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
	§ 20-3-344, MCA	Nomination of candidates by petition in first-class elementary district
	§ 20-3-351, MCA	Number of trustee positions in high school districts
	§ 20-3-352, MCA	Request and determination of number of high school district additional trustee positions – nonvoting trustee
	§ 20-3-361, MCA	Joint board of trustees organization and voting membership

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012, 12/08/14

5 Student Representative to the Board of Trustees

7 The Board welcomes the participation and input from the student body of Laurel Schools. To  
8 facilitate that participation at grades 9-12 and to create a hands-on experience with the workings  
9 of a governmental legislative body, the Board directs the LHS administration to develop  
10 procedures to appoint an interested and committed student representative to the Board. Such a  
11 representative serves in that capacity under the following guidelines:

- 13 1. The student must be a junior or senior during the time of his/her term as a  
14 representative.
- 15 2. The student is a non-voting member of the Board.
- 16 3. The student representative agrees to attend meetings and review and material provided  
17 prior to the meetings.
- 18 4. The student representative will not participate in any personnel discussions including  
19 evaluations and will not participate in any executive sessions.
- 20 5. The student representative will develop and implement a plan for the regular and  
21 systematic reporting of the student member's board experiences to the LHS Student  
22 Council.

24 Policy History:

25 Adopted on: August 28, 2001

26 Reviewed on:

27 Revised on: 07/09/2012, 4/9/2018

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1110

4  
5 Taking Office

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

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

13  
14 The person shall qualify by taking an oath of office administered by the county superintendent,  
15 the superintendent's designee, or any officer provided for in 1-6-101, MCA or 2-16-116, MCA.  
16 Such oath must be filed with the county superintendent not more than twenty-five (25) days after  
17 the receipt of the certificate of election or the appointment.

18  
19  
20 Cross Reference: Policy 1113 Vacancies

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

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on: 07/09/2012, 12/08/14, 11/25/2019  
31

**Laurel School District #7 & 7-70**

**THE BOARD OF TRUSTEES**

1111

page 1 of 2

Election

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 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.

Legal Reference:	§ 13-10-211, MCA	Declaration of intent for write-in candidates
	§ 20-3-304, MCA	Annual election
	§ 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
	§ 20-3-344, MCA	Nomination of candidates by petition in first-class

		elementary district
§ 20-9-353, MCA	Additional financing for general fund – election for	
	authorization to impose	
§ 20-20-105, MCA	Regular school election day and special school	
	elections – limitation – exception	
§ 20-20-204, MCA	Election Notice	
§ 20-20-301, MCA	Qualifications of elector	

Policy History:

Adopted on: 09/10/2001

Reviewed on:

Revised on: 07/09/2012, 09/08/15

2  
3 **THE BOARD OF TRUSTEES**

1111P

4  
5 Candidate Orientation

6  
7 Candidates for appointment or election to the Board shall be urged to attend public meetings of  
8 the Board. All public information about the school system shall be made available to them.  
9 Additionally, the Board directs the Superintendent to cooperate impartially with all candidates in  
10 providing them with information about school governance, Board operations, and school  
11 programs. The cooperation may include:

- 12  
13 1. Notifying the candidate of open meetings of the board, accompanied with an agenda;  
14 2. Meeting with the candidate to provide background information on the school system and  
15 board service and/or arranging such other candidate orientation sessions as the candidate  
16 may reasonably request;  
17 3. Providing each candidate with access to publications from the Montana School Boards  
18 Association, the official minutes of board meetings and the district meetings and the  
19 District Policy Manual; and,  
20 4. Making arrangements for the candidate to review the current policies of the board,  
21 administrative regulations and other publications of the school system.

22  
23 Notices of candidates' meetings that are sponsored by impartial, non-partisan organizations may  
24 be announced in District publications and/or be sent home with students. The following  
25 procedures shall be followed:

- 26  
27 1. If a candidate is scheduled to appear or speak as a part of a school-sponsored program, all  
28 candidates for that position shall be invited to attend or to send representatives;  
29  
30 2. The school will not send home partisan materials through the students; and  
31  
32 3. The Superintendent shall invite all candidates to an information session. Each candidate  
33 will be given the same materials and information at these sessions.  
34  
35  
36

37 Procedure History:

38 Promulgated on: 11/27/1995

39 Reviewed on:

40 Revised on: 07/09/2012

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1112

4  
5 Resignation

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

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

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

17  
18 Policy History:

19 Adopted on:

20 Reviewed on: 07/09/2012

21 Revised on: 12/08/14, 06/24/19



5 Vacancies

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

- 11 1. Announcement of the vacancy and the procedure for filling it shall be made in the general  
12 news media as well as District publications to patrons.
- 14 2. All citizens shall be invited to nominate candidates for the position, provided that the  
15 nominees shall be residents of the District. A letter of application will be required of  
16 interested candidates.
- 18 3. The Board shall individually interview the finalists in a regular or special meeting and  
19 appoint the candidate who, in the judgment of the Board, is most likely to contribute to  
20 the growth and development of the District's education programs and operations. All  
21 trustees shall vote on the candidate of their choice.
- 23 4. If no one (1) candidate receives a majority of the votes, the Board may:
  - 25 a. Discuss all candidates and vote again;
  - 27 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.
- 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.

36 Procedure History:

37 Promulgated on: 11/27/1995

38 Reviewed on: 07/09/2012

39 Revised on:

1     **Laurel School District #7 & 7-70**

### 3 THE BOARD OF TRUSTEES

1113

## 5 Vacancies

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

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

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

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

35	Cross Reference:	1240	Duties of Individual Trustees
36		1112	Resignation

8	Legal References:	§ 20-3-308, MCA	Vacancy of trustee position
9		§ 20-3-309, MCA	Filling vacated trustee position – appointee
0			qualification and term of office

## 42 Policy History:

43      Adopted on:    11/27/1995

44 Reviewed on: 07/09/2012

45 Revised on: 12/08/14, 06/24/19

## 1120

After issuance of election certificates to newly elected trustees, but no later than twenty-five (25) days after the election, the Board shall elect from among its members a Chairperson and a Vice Chairperson to serve until the next annual organizational meeting. If a Board member is unable to continue to serve as an officer, a replacement shall be elected at the earliest opportunity to serve the remainder of the term. In the absence of both the Chairperson and the Vice Chairperson, the Board shall elect a Chairperson *pro tempore*, who shall perform the functions of the Chairperson during the latter's absence. The Clerk shall act as Board secretary.

1. Welcome and introduction of newly elected Board members by the current Chairperson
2. Swearing in of newly elected trustees
3. Call for nominations for Chairperson to serve during the ensuing year
4. Election of a Chairperson
5. Assumption of office by the new Chairperson
6. Call for nominations for Vice Chairperson to serve during the ensuing year
7. Election of a Vice Chairperson
8. Appointment of a Clerk

**Policy History:**  
 Adopted on:  
 Reviewed on:  
 Revised on: 07/09/2012, 12/08/14, 11/25/19

5 Committees

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

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

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

24 Policy History:

25 Adopted on:

26 Reviewed on:

27 Revised on: 07/09/2012, 12/08/14

**Laurel School District #7 & 7-70**

**THE BOARD OF TRUSTEES**

1135P

School Board Advocacy

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

1. An additional item on the agenda of the Annual Organizational Meeting, usually held in May of each year, will include the appointment of one (1) of its trustees as the Board Legislative Contact (BLC) to the Montana School Boards Association (MTSBA).
  - a. The District Clerk will submit the name to the Administrative Service Specialist of the MTSBA no later than one (1) month after the appointment.
2. The Board will identify this appointee and/or additional trustees as registered lobbyists for the District.
  - a. The District Clerk will make sure that the appointed trustee(s) are sufficiently registered as lobbyists for the District.
3. The threshold for reimbursement of expenses before the lobbying license requirement becomes effective will be determined by the Commissioner of Political Practices.
4. The BLC, or designee, will attend the Day of Advocacy during each legislative session.
5. The BLC, or designee, will attend the annual Delegate Assembly.
6. The Board may set additional parameters, including the number of trips to the Legislature, the number of regional and state meetings approved, etc.
7. The Board will include an item on its monthly agenda, giving the BLC an opportunity to discuss advocacy information.

Legal Reference:	§ 5-7-112, MCA	Payment threshold – inflation adjustment
	ARM 44.12.204	Payment threshold – inflation adjustment

Procedure History:

Promulgated on:	07/09/2012
Reviewed on:	
Revised on:	12/08/14

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1135

4  
5 School Board Advocacy

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

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

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

23  
24 In doing so, the Board will:

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

43 Policy History:

44 Adopted on: 07/09/2012

45 Reviewed on:

46 Revised on: 12/08/14

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1210

4  
5 Qualifications, Terms, and Duties of Board Officers

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

9  
10 Chairperson

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

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

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

27 Vice Chairperson

28  
29 The Vice Chairperson shall preside at all Board meetings in the absence of the Chairperson and shall  
30 perform all the duties of the Chairperson during the Chairperson's absence or unavailability. The Vice  
31 Chairperson shall work closely with the Chairperson and shall assume whatever duties the Chairperson  
32 may delegate.  
33

34	Cross Reference:	Policy 1120	Annual Organizational Meeting
35			
36	Legal References:	§ 2-3-203, MCA	Meetings of public agencies and certain
37			associations of public agencies to be open to
38			public – exceptions
39		§ 20-3-321(2), MCA	Organization and officers
40		§ 20-3-351(1)(a), MCA	Number of trustee positions in high school
41			districts
42		§ 20-3-352(2), MCA	Request and determination of number of high
43			school district additional trustee positions –
44			nonvoting trustee
45			
46			

47 Policy History:

48 Adopted on:

49 Reviewed on:

50 Revised on: 07/09/2012, 12/08/14

## 1230

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 Business Manager 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 Business Manager shall perform all functions pertaining to the preparation of school elections. The Business Manager 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, MCA	Trustees' election duties – ballot certification

Adopted on:  
Reviewed on:  
Revised on: 07/09/2012, 12/08/14



## THE BOARD OF TRUSTEES

1240

Duties of Individual Trustees

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

Each trustee shall review the agenda and attendant materials in advance of a meeting and shall be prepared to participate in discussion and decision making for each agenda item. Each trustee shall visit every school (except in 1st class districts) at least once per year to examine its management, conditions, and needs. Each trustee will strive to meet all responsibilities of the Board expectations as outlined in yearly goals.

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

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012, 12/08/14, 4/9/2018

THE BOARD OF TRUSTEES

1310

District Policy and Procedures

Adoption and Amendment of Policies

Proposed new policies and proposed changes to existing policies shall be presented in writing for reading and discussion at a regular or special Board meeting. Interested parties may submit views, present data or arguments, orally or in writing, in support of or in opposition to proposed policy. Any written statement by a person, relative to a proposed policy or amendment, should be directed to the District Clerk prior to the second (2<sup>nd</sup>) reading. The final vote for adoption shall take place not earlier than at the second (2<sup>nd</sup>) reading of the particular policy.

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

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

Policy Manuals

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

Suspension of Policies

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

Administrative Procedures

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

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012, 12/08/14

**THE BOARD OF TRUSTEES**

1332

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, Clerk and Superintendent are authorized to use a facsimile signature plate or stamp in accordance with §20-9-221(2), MCA.

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

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

- ☐ Business Manager
- ☐ Accounting Clerk
- ☐ Payroll Clerk

Checks: The school principal is designated as the custodian of each school building extracurricular fund account. The Business Manager 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 activity account:

- ☐ Principal, Assistant Principal
- ☐ High School Secretary, Middle School Secretary
- ☐ Accounting Clerk, Payroll Clerk

Contracts for Goods and Services and Leases: The Superintendent and/or business manager are authorized to sign, on behalf of the Board, contracts, leases, and/or contracts for goods and services for amounts under \$50,000 without prior approval of the Board. In extenuating circumstances, the Superintendent or Business Manager stamp may be used with prior written approval.

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.

Policy History:

Adopted on: 11/27/1995

Reviewed on:

Revised on: 07/09/2012, 6/8/20

2  
3 **THE BOARD OF TRUSTEES**

1400

page 1 of 2

4  
5 Board Meetings

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

11  
12 Regular Meetings

13  
14 Unless otherwise specified, all meetings will take place in the District Conference Room.  
15 Regular meetings shall take place at 6:00 p.m. on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month, or at  
16 other times and places determined by a majority vote. Except for an unforeseen emergency,  
17 meetings must be held in school buildings or, upon the unanimous vote of the trustees, in a  
18 publicly accessible building located within the District. If regular meetings are scheduled at  
19 places other than as stated above or are adjourned to times other than the regular meeting time,  
20 notice of the meeting shall be made in the same manner as provided for special meetings. The  
21 trustees may meet outside the boundaries of the District for collaboration or cooperation on  
22 educational issues with other school boards, educational agencies, or cooperatives. Adequate  
23 notice of the meeting, as well as an agenda, must be provided to the public in advance. Decision  
24 making may only occur at a properly noticed meeting held within the District's boundaries.  
25 When a meeting date falls on a school holiday, the meeting may take place the next business day.

26  
27 Emergency Meetings

28  
29 In the event of an emergency involving possible personal injury or property damage, the Board  
30 may meet immediately and take official action without prior notification.

31  
32 Budget Meetings

33  
34 Between July 1 and August 10 of each year, the Clerk shall publish a notice stating the date,  
35 time, and place trustees will meet for the purpose of considering and adopting a final budget for  
36 the District, stating that the meeting of the trustees may be continued from day to day until final  
37 adoption of a District budget and that any taxpayer in the District may appear at the meeting and  
38 be heard for or against any part of the budget. This notice shall be published in the newspaper  
39 with the widest circulation in the district.

40  
41 On the date and at the time and place stated in the published notice (on or before August 20),  
42 trustees shall meet to consider all budget information and any attachments required by law. The  
43 meeting may continue from day to day; however, the Board must adopt a final budget not later  
44 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

### Policy History:

Adopted on: 11/27/95

Reviewed on:

Revised on: 9/10/01; 7/9/12, 11/14/16

**Laurel School District #7 & 7-70**

**THE BOARD OF TRUSTEES**

1401

Records Available to Public

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

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

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

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

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

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

An individual wishing public information that is in electronic format or other non-print media must submit a detailed description, to the Superintendent, of the information requested.

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

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

Legal References:     § 2-6-1003, MCA     Access to Public Information  
                              § 2-6-1006, MCA     Public Information requests - fees

1	§ 20-3-323, MCA	District policy and record of acts
2	§ 20-9-213, MCA	Duties of trustees
3		
4	<u>Policy History:</u>	
5	Adopted on: 07/09/2012	
6	Reviewed on:	
7	Revised on: 10/22/2018	

4  
5 School Board Use of Email and Mobile Messaging

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

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

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

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

37 Policy History:

38 Adopted on: 07/09/2012

39 Reviewed on:

40 Revised on: 11/25/2019



3  
4 **THE BOARD OF TRUSTEES**

5  
6 1420F

7  
8 Notice Regarding Public Comment

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

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

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

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

31  
32 The Board Chair has the authority to manage all public comment periods and will do so in  
33 accordance with state law and district policy.  
34  
35  
36

37 Policy History:

38 Adopted on: 11/25/2019

39 Reviewed on:

40 Revised on:  
41

2  
3 **THE BOARD OF TRUSTEES**

1420

page 1 of 3

4  
5 School Board Meeting Procedure

6  
7 Agenda

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

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

15  
16 The agenda also must include a “public comment” portion to allow members of the general public to  
17 comment on any public matter under the jurisdiction of the District which is not specifically listed on  
18 the agenda, except that no member of the public will be allowed to comment on contested cases,  
19 other adjudicative proceedings, or personnel matters. The Board Chairperson may place reasonable  
20 time limits on any “public comment” period to maintain and ensure effective and efficient operations  
21 of the Board. The Board shall not take any action on any matter discussed, unless the matter is  
22 specifically noticed on the agenda, and the public has been allowed opportunity to comment.

23  
24 With consent of a majority of members present, the order of business at any meeting may be  
25 changed. Copies of the agenda for the current Board meeting, minutes of the previous Board  
26 meeting, and relevant supplementary information will be prepared and distributed to each trustee at  
27 least twenty-four (24) hours in advance of a Board meeting and will be available to any interested  
28 citizen at the Superintendent’s office twenty-four (24) hours before a Board meeting. An agenda for  
29 other types of Board meetings will be prepared, if circumstances require an agenda.

30  
31 Consent Agenda

32  
33 To expedite business at its meetings, the Board approves the use of a consent agenda, which includes  
34 those items considered to be routine in nature. Any item that appears on the consent agenda may be  
35 removed by a member of the Board. Any Board member who wishes to remove an item from the  
36 consent agenda must give advance notice in a timely manner to the Superintendent. Remaining items  
37 will be voted on by a single motion. The approved motion will be recorded in the minutes, including  
38 a listing of all items appearing on the consent agenda.

39  
40 Minutes

41  
42 Appropriate minutes of all meetings required to be open must be kept and must be available for  
43 inspection by the public. If an audio recording of a meeting is made and designated as official, the  
44 recording constitutes the office record of the meeting. If an official recording is made, a written  
45 record of the meeting must also be made and must also include:

- 46  
47 • Date, time, and place of the meeting;  
48 • Presiding officer;

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

When issues are discussed that may require a detailed record, the Board may direct the Clerk to record the discussion verbatim. Any verbatim record may be destroyed after the minutes have been approved, pursuant to § 20-1-212, MCA.

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

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

#### Quorum

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

#### Electronic Participation

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

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

Any Board member wishing to participate in a meeting electronically will notify the Chairperson and Superintendent as early as possible. The Superintendent will arrange for the meeting to take place in a location with the appropriate equipment so that Board members participating in the meeting

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

#### Meeting Conduct and Order of Business

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

#### Rescind a Motion

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

Cross Reference: 1441 Audience Participation

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

#### Policy History:

Adopted on: November 27, 1995

Reviewed on:

Revised on: July 9, 2012, January 14, 2019

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1425

4  
5 Abstentions From Voting

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

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

18

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

31 Policy History:

32 Adopted on: 07/09/2012

33 Reviewed on:

34 Revised on: 06/24/19

2  
3 **THE BOARD OF TRUSTEES**

1441

4  
5 Audience Participation

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

15  
16  
17 Cross Reference: 1420 School Board Meeting Procedure

18  
19 Legal Reference: Article II, Section 8, Montana Constitution – Right of participation  
20 Article II, Section 10, Montana Constitution – Right of privacy  
21 §§ 2-3-101, et seq., MCA Notice and Opportunity to Be Heard  
22

23 Policy History:

24 Adopted on:

25 Reviewed on:

26 Revised on: 07/09/2012, 11/25/2019

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1511

4  
5 Code of Ethics for School Board Members

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

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

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

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

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

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

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

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

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

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

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

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

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

45  
46  
47 Policy History:

48 Adopted on:

49 Reviewed on: 07/09/2012

50 Revised on:

2  
3 **THE BOARD OF TRUSTEES**

4  
5 Conflict of Interest

6  
7 A trustee may not:

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



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

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

18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on: 07/09/2012, 06/24/19, 11/25/19

THE BOARD OF TRUSTEES

1512F

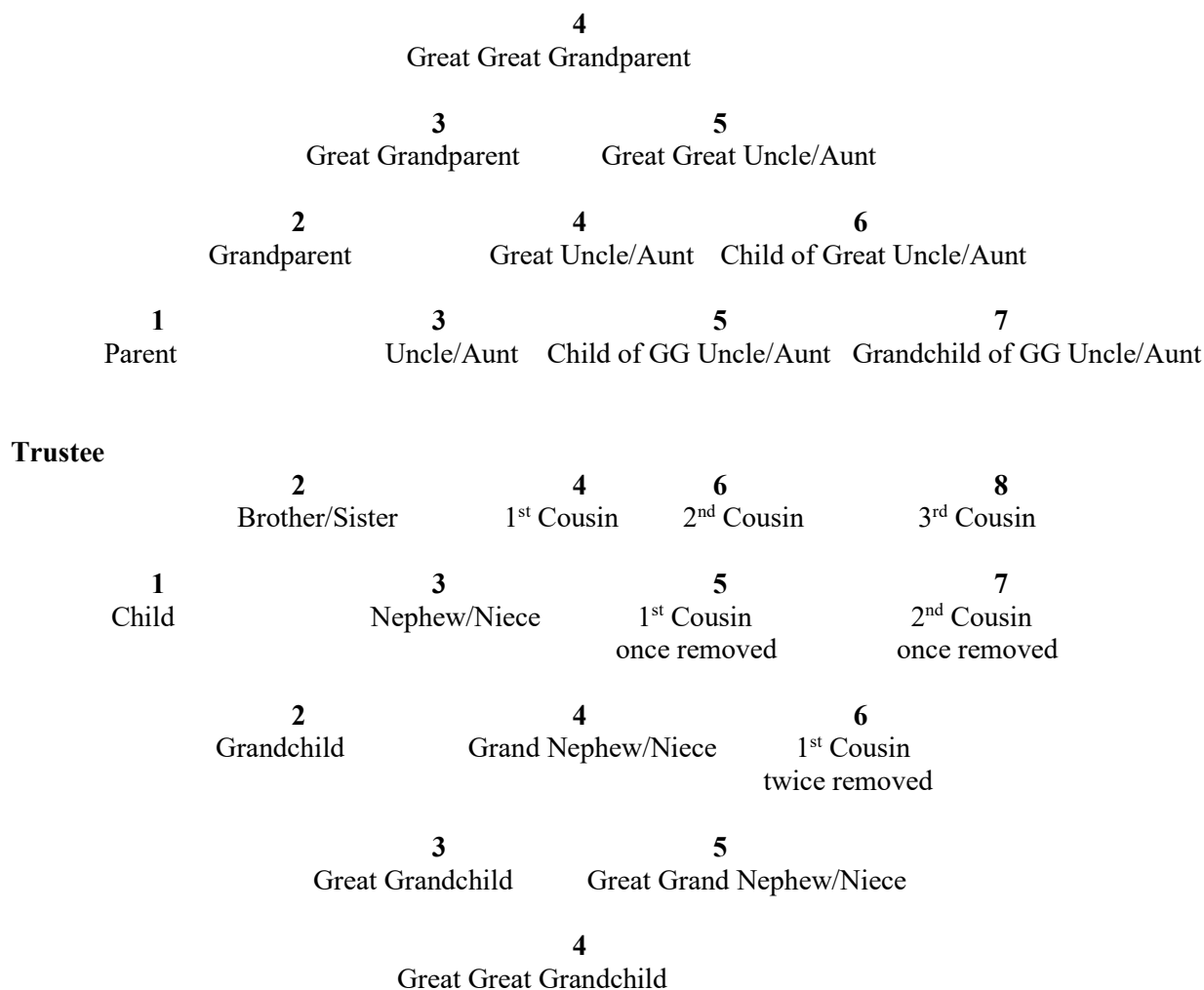
Relationships Defined and Chart

Definitions

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

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

Degrees of Consanguinity



Degrees of Affinity

			<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>	
<b>Trustee</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

Policy History:

Adopted on: 6/24/2019

Reviewed on:

Revised on:

2  
3 **THE BOARD OF TRUSTEES**

1513

4  
5 Management Rights

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

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

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

27  
28 The Board also delegate authority to the Superintendent for the ongoing direction of all District

29 programs.

30  
31  
32

33 Cross Reference: 6110 Superintendent

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

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

37 *Bonner School District No. 14 v. Bonner Education Association,*

38 *MEA-MFT, NEA, AFT, AFL-CIO, (2008), 2008 MT 9*

39

40 Policy History:

41 Adopted on:

42 Reviewed on: 07/09/2012

43 Revised on:

2  
3 **THE BOARD OF TRUSTEES**

1520

4  
5 Board/Staff Communications

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

10  
11 Staff Communications to the Board

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

18  
19 Board Communications to Staff

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

24  
25 Visits to Schools

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

33  
34 Social Interaction

35  
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  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on: 07/09/2012

2  
3 **THE BOARD OF TRUSTEES**

1521

4  
5 Board-Superintendent Relationship

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

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

16  
17  
18  
19 Cross Reference: 6110 Superintendent

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

25  
26 Policy History:

27 Adopted on: 11/27/1995

28 Reviewed on: 07/09/2012

29 Revised on:

4  
5  
6 Trustee Expenses

7  
8 Expenses for Board Members - In-District

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

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

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

24  
25 Expenses for Board Members at Out-of-District Meetings

26  
27 Trustees elected by the citizens to serve on the board which provides governance to the school  
28 district, a financially large public enterprise, serve without financial compensation. To  
29 intelligently deal with enumerable issues and to budget and monitor thousands of dollars in  
30 expenditures annually, training and communications are essential. Trustees normally attend  
31 workshops, training institutes, and conferences at both the state and national level. It is  
32 appropriate that trustee expenditures at these out-of district meetings be paid by the school  
33 district.

34  
35 Trustees normally attend workshops, training institutes, and conferences at both the state and  
36 national levels. The District will pay all legitimate costs for trustees to attend out-of-District  
37 meetings, at established rates for reimbursement set by the District:

- 38  
39 1. Transportation as approved by the Board;  
40 2. On-site transportation during the course of the meeting, i.e., bus, taxi, or rental car;  
41 3. Hotel or motel costs for trustee, as necessary;  
42 4. Food costs as necessary;  
43 5. Telephone services for necessary communications with business or family, resulting from  
44 the trustee being away from Laurel;  
45 6. Incidental expenditures for tips and other necessary costs attributable to the trustee's  
46 attendance at a meeting; however, the District will not reimburse or pay for such items as  
47 liquor, expenses of a spouse, separate entertainment, or other unnecessary expenditures.  
48

Cross Reference: 7336 Travel Allowances and Expenses  
Mileage reimbursement form

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

Policy History:

Adopted on:

Reviewed on: 07/09/2012

Revised on: 5/10/2018



1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1532

4  
5 Trustee Insurance

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

10  
11 An additional trustee, as provided for in 20-3-352(2), who is chosen as a nonvoting chairperson  
12 of the board of an elementary district is entitled to all of the immunization, defenses, and  
13 indemnifications as described in 20-3-322, MCA.

14  
15 Legal References:     § 20-3-331, MCA     Purchase of insurance – self-insurance plan  
16                             § 20-3-332, MCA     Personal immunity and liability of trustees  
17                             § 20-3-352(2), MCA     Request and determination of number of high  
18 school district additional trustee positions –  
19 nonvoting trustee  
20

21 Policy History:

22 Adopted on:

23 Reviewed on:

24 Revised on:   07/09/2012

2  
3 **THE BOARD OF TRUSTEES**

1610

4  
5 Annual Goals and Objectives

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

11  
12 Cross Reference: MTSBA Strategic Governance Policy Series – 1000SG

13  
14 Legal Reference: 10.55.701(2)(a), ARM Board of Trustees

15  
16 Policy History:

17 Adopted on:

18 Reviewed on: 07/09/2012

19 Revised on: 12/11/2012, 06/24/19

4  
5 Evaluation of Board

6  
7 At the conclusion of each year, the Board may evaluate its own performance in terms of  
8 generally accepted principles of successful Board operations.

9  
10 The Board may choose to evaluate the effectiveness of the processes it employs in carrying out  
11 the responsibilities of the District. Those processes include but are not limited to: team building,  
12 decision making, functions planning, communications, motivation, influence, and policy.

13  
14  
15  
16 Policy History:

17 Adopted on:

18 Reviewed on: 07/09/2012

19 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1621

4  
5 In-Service Conference for Trustees

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

14 Policy History:

15 Adopted on:

16 Reviewed on: 07/09/2012

17 Revised on:

## 1630

The Board is a dues-paying member of the Montana School Boards Association (MTSBA). Since the Association provides a variety of dues-based benefits and services in response to members' needs and develops and implements a legislative program at the direction of its members, Board members are encouraged to participate in the governance and dues-based services of the Association.

Therefore the Board of Trustees directs trustees and the administration to maximize the value of our membership dues through use of the dues-based services available through MTSBA on routine legal matters, policy issues, collective bargaining matters, human resource, training and advocacy matters. Prior approval from the Board is required prior to expending District funds on services that are otherwise available through MTSBA without a charge beyond dues.

### Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012

**Laurel School District #7 & #7-70**

**ADMINISTRATION**

1635

Internships

Internship means an agreement between a fully licensed Class 1, 2, or 3 educators, 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

Policy History:

Adopted on: 06/24/1996

Reviewed on: 07/09/2012

Revised on: 12/08/2014

5 Board Participation in Activities

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

17 Policy History:

18 Adopted on:

19 Reviewed on: 07/09/2012

20 Revised on:

THE BOARD OF TRUSTEES

1700

page 1 of 3

Uniform Complaint Procedure

The Board establishes this Uniform Complaint Procedure as a means to address complaints arising within the District. This Uniform Complaint Procedure is intended to be used for all complaints except those governed by a collective bargaining 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: (1) Montana constitutional, statutory, or administrative law; (2) United States constitutional, statutory, or regulatory law; or (3) Board policy.

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

The Superintendent has the authority to contract with an independent investigator at any time during the complaint procedure process. Within fifteen (15) calendar days of the Superintendent's receipt of the independent investigator's report and recommendation, the Superintendent will respond to the complaint and take such administrative steps as the Superintendent deems appropriate and necessary.

Level 1: Informal

An individual with a complaint is first encouraged to discuss it with the appropriate teacher, counselor, 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. This 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.

When a complaint alleges violation of Board policy or procedure, the building administrator will investigate and attempt to resolve the complaint. The administrator will respond in writing to the



complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.

If either the complainant or the person against whom the complaint is filed is dissatisfied with the administrator's decision, either may request, in writing, that the Superintendent review the administrator's decision. (See Level 3.) This request must be submitted to the Superintendent within fifteen (15) calendar days of the administrator's decision.

When a complaint alleges sexual harassment or a violation of Title IX of the Education Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator may turn the complaint over to a District nondiscrimination coordinator. The coordinator will complete an investigation and file a report and recommendation with the Superintendent. A coordinator may hire, with the approval of the Superintendent, an independent investigator to conduct the investigation. Within fifteen (15) calendar days of the Superintendent's receipt of the coordinator's or independent investigator's report and recommendation, the Superintendent will respond to the complaint and take such administrative steps as the Superintendent deems appropriate and necessary. If either the complainant or the person against whom the complaint is filed is dissatisfied with the Superintendent's decision, either may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

### Level 3: Superintendent

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

If either the complainant or the person against whom the complaint is filed is dissatisfied with the Superintendent's decision, either may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written response to the complaint, for transmission to the Board.

### Level 4: The Board

Upon written appeal, the Board will consider the Superintendent's decision in Level 2 or 3. Upon receipt of written request for appeal, the Chair will either: (1) place the appeal on the agenda of a

regular or special Board meeting; *[or (2) appoint an appeals panel of not less than three (3) trustees to hear the appeal and make a recommendation to the Board. If the Chair appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make written recommendation to the full Board.]* The Board will report its decision on the appeal, in writing, to all parties, within thirty (30) calendar days of the Board meeting *[at which the Board considered the appeal or the recommendation of the panel]*. A decision of the Board is final, unless it is appealed pursuant to Montana law within the period provided by law.

#### Level 5: County Superintendent

When a matter falls within the jurisdiction of a county superintendent of schools, the decision of the Board may be appealed to the county superintendent by filing written appeal within thirty (30) calendar days of the Board's decision, pursuant to Montana law.

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

#### Policy History:

Adopted on:

Reviewed on:

Revised on: 07/09/2012

1 **Laurel School District #7 & 7-70**

2  
3 **THE BOARD OF TRUSTEES**

1710

4  
5 Non-Lethal CS Gel

6  
7 Scope

8 The Board of Trustees authorizes the storage and use of non-lethal CS gel on School District  
9 property in accordance with the terms of this policy and Section 45-8-361, MCA.

10  
11 Storage

12 Non-lethal CS gel will be stored in locations on School District property selected by the  
13 administrative team in consultation with the school safety consultant or school resource officer.  
14 Non-lethal CS gel will be stored in a manner identified by the administrative team as being only  
15 accessible by staff members. Non-lethal CS gel units will be regularly checked by members of the  
16 administrative team or their designee to confirm inventory, proper storage, and compliance with  
17 stated effective date. The administrative team will provide an annual report to the Board of  
18 Trustees on the regular review of non-lethal CS gel units present on School District property.  
19 Only non-lethal CS gel units purchased by the School District are authorized to be present on  
20 School District property.

21  
22 Training

23 Staff members may volunteer for training on use of non-lethal CS gel placed in School District  
24 buildings. The administrative team will select volunteers for training in consultation with the  
25 school safety consultant or school resource officer. Only those staff members who have been  
26 selected for and successfully completed training are authorized to use non-lethal CS gel on  
27 School District property. Staff members not trained in effective use of non-lethal CS gel are not  
28 authorized to use the gel units on School District property. Students are not authorized to use  
29 Non-lethal CS gel on School District property. Staff members are not entitled to additional  
30 compensation for volunteering for training or use of non-lethal CS gel. Training on effective use  
31 will be renewed for authorized staff members every 24 months.

32  
33 Use

34 Staff members are authorized under this policy to use non-lethal CS gel in a manner consistent  
35 with the School District-approved training on effective use of non-lethal CS gel. Effective use  
36 will include but is not limited to redirection or incapacitation of an individual or individuals  
37 intending to harm School District students or staff. Effective use expressly excludes use to  
38 redirect, discipline or otherwise harm students in violation of the School District's corporal  
39 punishment policy and Montana law. Confirmed misuse or unauthorized use of non-lethal CS gel  
40 by a student, staff member or citizen on School District property may result in School District  
41 discipline, loss of use authorization, and, if applicable, referral to law enforcement. Unauthorized  
42 use of non-lethal CS gel on School District property by a staff member is expressly outside the scope  
43 of the staff member's duties under Montana law.

44  
45 Insurance

46 The administration will confirm that the storage and use of non-lethal CS gel is consistent the  
47 School District's workers' compensation and general liability insurance policies on an annual basis.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

Legal Reference

Section 45-8-361, MCA  
Section 20-5-202, MCA  
Section 20-4-302, MCA

Policy History:

Adopted on: 6/24/2019  
Reviewed on:  
Revised on:

**LAUREL SCHOOL DISTRICT**  
**1900 SERIES**  
**COVID-19 EMERGENCY POLICIES**

**TABLE OF CONTENTS**

1900	Introduction
1901	School District Policy and Procedures
1903	School District Meetings and Gatherings
1904	Use of Transportation Funds
1905	Student, Staff, and Community Health and Safety
1906	Student Instruction and Services
1906P	Student Instruction Resources and Best Practices
1907	School District Declaration of Emergency
1909	Human Resources and Personnel
1910	Personnel Use of Leave
1910F1	Emergency Paid Sick Leave Employee Request Form
1910F2	EFMLA Employee Request Form
1911	School District Budget Adoption and Amendment and Audit
1912	School District Elections During Emergency

1 **Laurel School District**

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 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

1 Section 20-9-801-806, MCA – Emergency School Closure  
2 Section 50-1-202-204, MCA – Public Health Laws  
3 Section 10-3-104, MCA – General Authority of Governor  
4 Article X, section 8 – Montana Constitution  
5  
6

7 Policy History:

8 Adopted on: 5/4/2020

9 Reviewed on:

10 Revised on:

11 Terminated on:

1 **Laurel School District**

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: 5/4/2020

49 Reviewed on:

50 Revised on:

51 Terminated on:



## **Laurel School District**

### **COVID-19 Emergency Measures**

1903

#### School District Meetings, Gatherings, Events, and Visitors

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

#### School District Events

The Board of Trustees authorizes School District physical meetings, gatherings, and events when the event is deemed essential to district operations.

All attendees at physical meetings, gatherings, and events held on school property in an outdoor area including the stadium, field, or other open area are required to honor the applicable health and safety protocols outlined in District Policy 1905 including, but not limited to, physical distancing. The School District shall provide suitable space for physical distancing to occur and, if practicable, markings and walking routes in the area where the event shall be held to preserve a safe event setting.

Physical meetings, gatherings, and events may be held inside a school building. All attendees at a meeting, gathering, or event are required to honor the health and safety protocols outlined in District Policy 1905.

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) should consider their personal health conditions when attending School District meetings, gatherings, or events held in accordance with this policy. Precautions must be taken to isolate from vulnerable residents. The School District shall accommodate vulnerable individuals so they may participate in the meeting gathering or event via electronic means.

#### Visitors to Schools

Visitors to the interior of any school building shall not be permitted without the express approval of the supervising teacher, principal, superintendent or designated. Visitors that are authorized to be present in any school building must adhere to all health and safety guidelines outlined in District Policy 1905.

Volunteers

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

Facilities Use Agreements

The Board of Trustees authorizes community use of District facilities. Community groups present in any school building must adhere to all health and safety guidelines outlined in District Policy 1905.

Enforcement

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

Cross Reference: Policy 1901 – School District Policy and Procedures

Policy 1905 – Student, Staff, and Community Health and Safety

Policy 1400 – Board Meetings

Policy 5430 – Volunteers

Policy 4301 – Visitors to Schools

Policy 4332 – Conduct on School Property

Policy 4315 – Visitor and Spectator Conduct

Policy 4330 – Community Use of School Facilities

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on: 9/14/20

Terminated on:

1 **Laurel School District**

2  
3 **COVID-19 Emergency Measures**

1904

4  
5 Use of Transportation Funds During Periods of Emergency Declaration

6  
7 Pursuant to guidance issued from the Office of Public Instruction, the board of trustees  
8 authorizes the following expenditures of its FY20 budgeted transportation funds that are in  
9 addition to traditionally authorized expenditures. The expenditures below are, as noted in OPI  
10 guidance, transportation services which provide instructional services to students.

- 11  
12
  - Transportation of food and meals used in nutritional programs.
  - Purchase of equipment to ensure food safety.
  - Providing accessibility to student services for remote learning.
  - Providing instructional materials to students, including but not limited to internet service adequate to allow students to effectively access curriculum during periods of school closure.
  - Cost of instructional materials, supplies, and software licenses.
  - Costs of technological equipment needed for offsite instruction/correspondence study purchased by the school district and loaned to students without such equipment.
  - Cost of correspondence study.
  - Costs of providing services to students with an IEP or a plan adopted pursuant to section 504 of the 1973 Rehabilitation Act.
  - Costs of time off or repurposed time for staff normally paid from the transportation fund.
  - Costs to contractors of transportation services.

26  
27 Cost Guidelines

28  
29 The board of trustees authorizes the Superintendent to exercise his/her professional judgment and  
30 discretion as to the necessity, quality and amount of all expenses referenced below. Aggregate  
31 costs of items below are to remain within the budget limits adopted by the board of trustees for  
32 the FY20 transportation budget, including any budget amendments adopted by the board of  
33 trustees prior to the completion of FY20.

- 34  
35
  - Any costs consistent with costs under normal operation, including costs referenced in any contract to which the district is a party.
  - Actual costs of delivering meals to students at locations authorized by any and all waivers of regular rules for school nutrition programs that have been adopted by the United States Department of Agriculture or the Office of Public Instruction.
  - Any costs consistent with and necessary to comply with an IEP or section 504 plan.
  - Actual costs of equipment, software and service necessary to bridge digital divides or provide a quality learning environment for students, including:
    - Equipment necessary to provide wi-fi in a student's home, including any equipment qualifying for discount under the federal E-Rate program;
- 46

- Equipment necessary to allow students to effectively participate in offsite instruction with an emphasis on ensuring opportunities for real time interactions, collaboration, and effective engagement in the learning process by students.
  - Equipment purchased under this section may include any combination deemed necessary and appropriate by the Superintendent, including but not limited to mobile devices, tablets and laptops.
  - Equipment purchased under this section shall become and remain the property of the district and shall be provided to students through a loan/checkout service developed by the Superintendent.
- Software to ensure a safe and appropriate online learning experience by students of the district.
- Internet service at an adequate bandwidth to ensure full and effective use of instruction delivery and interaction methods employed by the district as part of its offsite learning program.
  - If there are multiple internet service providers in the community, the board authorizes the superintendent to choose either a single provider or to allocate/rotate selection from among all providers in the community meeting minimum bandwidth and other safety and quality standards deemed necessary and appropriate by the superintendent.

Cross Reference: Policy 3612 – District-Provided Access to Electronic Information, Services, and Networks  
Policy 3612P - District-Provided Access to Electronic Information, Services, and Networks Procedure  
Policy 3612F – Internet Access Agreement  
Policy 3650 – Montana Pupil Online Personal Information Protection Act  
Policy 3650F – Montana Model Data Privacy Agreement  
Policy 2168.- Distance Learning  
Policy 2170 – Montana Digital Academy  
Policy 2170P – Montana Digital Academy Procedures

Legal Reference: Section 20-10-101(5), MCA – Transportation

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on:

Terminated on:

# **Laurel School District**

## **COVID-19 Emergency Measures**

1905

### Student, Staff, and Community Health and Safety

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

### Symptoms of Illness

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

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

### Physical Distancing

Students, staff, volunteers, and visitors will strive to maintain a six-foot distance between themselves and their colleagues and peers throughout the school day inside any school build, on school provided transportation and on school property before and after school. Staff members will arrange classrooms and restructure courses, transportation services, and food service to meet this standard.

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

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

#### Masks as Personal Protective Equipment

Staff and students may wear a mask while present in any school building. The School District does not require the use of masks and will not provide masks except in cases required by this policy or at the discretion of the administration. The Board of Trustees' decision to not require or provide masks is based on a review of the circumstances in the community and consultation with local health officials on issues including but not limited to the possibility of exposure and availability of masks.

#### Cleaning and Disinfecting

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

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

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

#### Student Arrival

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

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

### Temperature Screening

Designated School District staff are authorized to test the temperature of students with an approved non-contact or touchless temperature reader. Students who have a fever or are exhibiting other signs of illness must be isolated in a designated area until such time as parents or caregiver may arrive at the school to retrieve the ill student. All surfaces and areas should be thoroughly cleaned and disinfected once the student has vacated the area.

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

### Healthy Hand Hygiene Behavior

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

- 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.

Staff and students will wash their hands in accordance with this policy.

#### Transportation Services

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

#### Public Awareness

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

#### Confidentiality

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

#### Transfer of Funds for Safety Purposes

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



Cross Reference: Policy 1901 – School District Policy and Procedures

Policy 1906 - Student Services and Instructional Delivery

Policy 1907 – Transportation Services

Policy 1006FE – Transfer of Funds for Safety Purposes

Policy 3410 – Student examination and screenings

Policy 3417 – Communicable Diseases

Policy 3431 – Emergency Treatment

Policy 1911 - Personnel Use of Leave

Policy 1910 – Human Resources and Personnel

Policy 4120 - Public Relations

Policy 5002 – Accommodating Individuals with Disabilities

Policy 5130 – Staff Health

Policy 5230 - Prevention of Disease Transmission

Policy 6110 – Superintendent Authority

Policy 6122 - Delegation of Authority

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on: 9/14/20

Terminated on:

1 **Laurel School District**

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 to  
10 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.  
44  
45  
46

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

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

#### School Facility as Instructional Setting

The Board of Trustees authorizes instruction of students at the school facility in a manner that satisfies the aggregate number of instructional hours outlined in the School District's adopted or revised calendar for the 2019-2020 school year.

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

#### Offsite and Online Instructional Setting

The Board of Trustees authorizes offsite and online instruction of students in a manner that satisfies the aggregate number of instructional hours outlined in the School District's adopted or revised calendar for the 2019-2020 school year. Offsite and online delivery methods shall include a complete range of educational services offered by the School District and shall comply with the requirements of applicable statutes. Students completing course work through an offsite or online instructional setting shall be treated in and have their hours of instruction calculated in the same manner as students attending an onsite institutional setting.

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

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

#### Proficiency-Based Learning

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

The Board of Trustees waives the minimum number of instructional hours for students who demonstrate proficiency in a course area using district assessments that include, but are not

limited to, the course or class teacher's determination of proficiency as defined by the Board of Trustees. This determination shall be based on a review of the student's completed coursework, participation in course delivery, and other methods applicable to the specific course or class. The Board of Trustees authorizes the use of the proficiency determination process for students who have selected this method of delivery, students for whom the School District is unable to document satisfaction of the required minimum aggregate number of hours through the offsite or onsite methods outlined in this policy, or other students whom School District personnel determine satisfy the definition of proficient or meeting proficiency.

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

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

Students shall receive services in accordance with the applicable Individualized Education Plan or Section 504 Plan based on methods and locations agreed upon and documented by the applicable team to meet the student's needs and goals. The supervising teacher or building administrator shall coordinate with parents and the special education staff or cooperative to ensure all applicable statutes are followed in accordance with U.S. Department of Education guidelines.

#### Student Attendance

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

#### Student Safety and Counseling

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

Homeless Students and Students in Foster Care

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

Student Discipline

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

Summer School

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

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 1902 – Alternative Grading  
Policy 1905 - Staff, Student, and Community Health and Safety  
Policy 2100 – School Calendar  
Policy 2140 – Guidance and Counseling  
Policy 2161 – Special Education  
Policy 2168 – Distance Learning  
Policy 2410 – Graduation  
Policy 2420 – Grading and Progress Reports  
Policy 2421 – Promotion and Retention  
Policy 2150 – Suicide Training and Awareness  
Policy 3125 – Homeless Students  
Policy 3122 - Attendance Policy  
Policy 3310 - Student Discipline

1  
2  
3  
4  
5  
6  
7

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on:

Terminated on:

## Laurel School District

### COVID-19 Emergency Measures

1906P

#### Student Instruction Resources and Best Practices

In accordance with Policy 1005FE – Proficiency Based Learning and Section 20-9-311(4)(d), MCA, “a school district may include in its calculation of ANB a pupil who is enrolled in a program providing fewer than the required aggregate hours of pupil instruction under subsection (4)(a) or (4)(b) if the pupil has demonstrated proficiency in the content ordinarily covered by the instruction as determined by the school board using district assessments. The ANB of a pupil under this subsection (4)(d) must be converted to an hourly equivalent based on the hours of instruction ordinarily provided for the content over which the student has demonstrated proficiency.”

Proficiency or satisfying aggregate hours of instruction can be achieved through an on-site, off-site, or blended learning model as outlined in Policy 1906.

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

#### Planning & Communication

- Providing tools for virtual learning will help ensure equity in access to learning opportunities. With Policy 1904, districts may utilize transportation funds to facilitate internet and device access to students currently without.
- Provide weekly learning agendas communicated to students and parents.
- Set student meetings, teacher office hours, assignment expectations, and grades available on an established schedule. Districts may consider Policy 1902 – Alternative Grading.
- Establish whole group virtual “class time” and/or opportunities for small group learning
  - Post assignments online early and for the entire week.
    - During this time of challenge, providing structure and certainty will support academic, mental and emotional health.
  - Students should receive some form of communication from the school community at least once per day.

#### Set Expectations

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

#### Differentiated Instruction & Learning Models

- Embed experiential learning that fosters a learning environment that promotes connections. Districts participating in Transformational Learning funding can utilize their Strategic Plan as a guiding document and adapt to a virtual environment.
- Social Emotional Learning and connections.
  - Begin the day by connecting with students—a Brain Teaser or an exercise for students to share a topic of interest or something from home with others.
- Record lessons
  - Lessons should come with visual substance and multiple types of instruction to facilitate learning—downloads, PowerPoints, videos, readings, audio recordings, 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  
Policy 2161 – Special Education  
Policy 2168 – Distance Learning  
Policy 2410 – Graduation  
Policy 2420 – Grading and Progress Reports  
Policy 2421 – Promotion and Retention  
Policy 2150 – Suicide Training and Awareness  
Policy 3125 – Homeless Students  
Policy 3122 - Attendance Policy  
Policy 3310 - Student Discipline

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on:

Terminated on:

**Laurel School District**

**COVID-19 Emergency Measures**

1907

School District Declaration of Emergency

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

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

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on:

Terminated on:

1 **Laurel School District**

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 Work Schedule and Assignment for Certified Staff

13  
14 The working conditions for the certified staff shall be governed by a Collective Bargaining  
15 Agreement and any applicable Memorandum of Understanding between the Unit and the School  
16 District or the individual employment contracts between the employee and the School District.  
17 Certified staff shall comply with the emergency policies adopted by the Board of Trustees and  
18 related directives from the administration unless there is a provision of a Collective Bargaining  
19 Agreement or an applicable Memorandum of Understanding that specifically governs instead of  
20 the policy.  
21

22 Work Schedule and Assignment of Duties for Classified Staff

23  
24 The working conditions for classified staff are governed by a Collective Bargaining Agreement  
25 or any applicable Memorandum of Understanding between the Unit and the School District.  
26 Classified staff shall comply with the emergency policies adopted by the Board of Trustees and  
27 related directives from the administration unless there is a provision of a Collective Bargaining  
28 Agreement or an applicable Memorandum of Understanding that that specifically governs  
29 instead of policy.  
30

31 Personal Conduct

32  
33 This policy in no way limits or adjusts the School District's expectations for staff conduct. All  
34 applicable district policies and handbook provision governing staff conduct remain in full effect  
35

36 Student Services

37  
38 Students shall have access to regular instructional services whether their instruction is provided  
39 in an onsite, offsite, or online setting. Staff shall promptly report any suspected violation of  
40 School District Policy or concern about student health, well-being, or safety to their supervisor  
41 for review and referral. Students receiving instruction in an offsite or online setting are governed  
42 by all applicable laws, including the staff obligation to report suspected child abuse or neglect.  
43  
44  
45  
46

Compensation and Benefits

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

Evaluation of Staff

The Board of Trustees authorizes the administration to adjust or waive the schedule for evaluation of staff to accommodate the changes to the school calendar for the remainder of the 2019-2020 school year unless there is a Collective Bargaining Agreement or Memorandum of Understanding specifying the evaluation process of a member of a bargaining unit.

Cross Reference:      Policy 1905 - Student, Staff and Community Health and Safety  
                                 Policy 1906 – Student Instruction  
                                 Policy 5140 – Classified Assignment  
                                 Policy 5210 – Assignments and Transfers  
                                 Policy 5221 – Work Day  
                                 Policy 5232 – Abused and Neglected Child Reporting  
                                 Policy 5255 – Disciplinary Action  
                                 Policy 5223 – Personal Conduct  
                                 Policy 5012 – Sexual Harassment  
                                 Policy 5015- Bullying and Intimidation  
                                 Policy 5130 – Staff Health  
                                 Policy 5230 – Prevention of Disease Transmission  
                                 Policy 5222 – Evaluation of Certified and Classified Staff

Policy History:

Adopted on: 5/4/2020  
Reviewed on:  
Revised on:  
Terminated on:

1 **Laurel School District**

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 District Leave

13  
14 School District staff may utilize accumulated leave granted in accordance with Montana law,  
15 District policy, a Collective Bargaining Agreement, or applicable Memorandum of  
16 Understanding through the regular procedures governing the type of leave requested.

17  
18 Federal Law Controls Federal Leave Provisions

19  
20 The Board of Trustees has adopted this policy and related forms on the referenced date based on  
21 the law and available federal and state guidance as of the date of such adoption. Federal and  
22 state guidance can change following adoption of this policy and forms. To the extent that any  
23 subsequently adopted guidance or federal regulation or other controlling interpretation of the law  
24 results in a conflict between such guidance, regulation or controlling interpretation and this  
25 policy or forms, the provisions of the guidance, regulation or controlling interpretation controls  
26 to the extent of any such conflict. The School District shall take reasonable steps to ensure that  
27 staff are notified of any change in guidance or federal regulation or other controlling  
28 interpretation of the law that creates a conflict with any provision of this policy of forms.

29  
30 Emergency Paid Sick Leave

31  
32 In accordance with Federal law, employees may be eligible for two weeks of paid sick leave  
33 capped at 80 hours paid at the employee's regular rate of pay when the employee is unable to  
34 work because the employee is quarantined in accordance with a Federal, State, or local  
35 government order or advice of a health care provider, and/or experiencing COVID-19 symptoms  
36 and seeking a medical diagnosis.

37  
38 Employees may be eligible for two weeks of paid sick leave capped at 80 hours paid at two-  
39 thirds the employee's regular rate of pay because the employee is unable to work because of a  
40 bona fide need to care for an individual subject to quarantine in accordance with a Federal, State,  
41 or local government order or advice of a health care provider, or to care for a child under 18  
42 years of age whose school or child care provider is closed or unavailable for reasons related to  
43 COVID-19, and/or the employee is experiencing a substantially similar condition as specified by

44  
45 the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury  
46 and Labor.

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

Emergency Family Medical Leave

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

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

Legal Reference: Families First Coronavirus Response Act

Cross Reference: Policy 1910F1 – Emergency Paid Sick Leave Form  
Policy 1910F2 - Emergency Family Medical Leave Form  
Policy 1909 – Human Resources and Personnel  
Policy 5321 – Leaves of Absence  
Policy 5328 – Family Medical Leave Act  
Policy 5329 – Long Term Illness  
Policy 5330 – Maternity and Paternity Leave  
Policy 5334 - Vacations

Policy History:

Adopted on: 5/4/2020

Reviewed on:

Revised on:

Terminated on:

**LAUREL SCHOOL DISTRICT - 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 EFMLA 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.*



**LAUREL SCHOOL DISTRICT - 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 **Laurel School District**

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: 5/4/2020

22 Reviewed on:

23 Revised on:

24 Terminated on:

1 **Laurel School District**

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: 5/4/2020

22 Reviewed on:

23 Revised on:

24 Terminated on:

## **LAUREL SCHOOL DISTRICT**

**R = required**

### **2000 SERIES INSTRUCTION**

#### **TABLE OF CONTENTS**

<b>R</b>	2000	Goals
<b>R</b>	2100	School Year Calendar and Day
<b>R</b>	2105	Grade Organization
	2110	Objectives
<b>R</b>	2120	Curriculum and Assessment
	2130	Program Evaluation and Diagnostic Tests
<b>R</b>	2132	Student and Family Privacy Rights
	2140	Guidance and Counseling
	2140P	Guidance and Counseling Guidelines
<b>R</b>	2150	Suicide Awareness and Prevention
	2151	Interscholastic Activities
	2151F	Assumption of Risk Form
	2155	Activity Participation Pledge
	2155F	Activity Participation Pledge Sign-Off
<b>R</b>	2158	Family Engagement Policy
<b>R</b>	2160 - 2160P	Title I Parent Involvement
<b>R</b>	2161 - 2161P	Special Education
<b>R</b>	2162 - 2162P	Section 504 of the Rehabilitation Act of 1973 (“Section 504”)
	2163	Traffic Education
<b>R</b>	2166	Gifted Program
	2167	Correspondence Courses
	2168	Distance Learning Courses
	2170-2170P	Digital Academy
<b>R</b>	2171	Significant Writing Program
	2221 - 2221P	School Closure
<b>R</b>	2250	Community and Adult Education
<b>R</b>	2309	Library Materials
<b>R</b>	2310 - 2310P	Selection of Library Materials
<b>R</b>	2311	Instructional Materials
<b>R</b>	2311P	Selection, Adoption, and Removal of Textbooks and Instructional Materials
<b>R</b>	2312	Copyright
<b>R</b>	2312P	Copyright Compliance
<b>R</b>	2314	Learning Materials Review
	2314F	Citizen’s Request for Reconsideration of Materials Form
	2320	Field Trips, Excursions, and Outdoor Education
	2320P	Field Trips, Excursions, and Outdoor Education Procedures
	2321 – 2321P	Guest Speakers

	2322	Contests for Students
<b>R</b>	2330	Controversial Issues and Academic Freedom
	2332	Religion and Religious Activities
<b>R</b>	2333	Participation in Commencement Exercises
	2334	Release Time for Religious Instruction
	2335	Health Enhancement
	2337 – 2337P	Chemical Use and Dependency
	2410 - 2410P	High School Graduation Requirements
	2411	Early Graduation
	2411F	Petition for Early Graduation Form
<b>R</b>	2413	Credit Transfer and Assessment for Placement
	2420	Alternative Instructional Options
	2421	K-8 Must Pass and Retention
	2430	Homework
<b>R</b>	2450	Recognition of Native American Cultural Heritage
<b>R</b>	2510	School Wellness
	2601	Bring Your Own Technology

2  
3 **INSTRUCTION**

2000

4  
5 Goals

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

- 9  
10 ➤ To deliver a quality educational program that promotes both academic success and the  
11 overall development of every student.  
12 ➤ To meet the needs and skill level of each student.  
13 ➤ To promote high student expectations, the importance of lifelong learning and  
14 creative/critical thinking.  
15 ➤ To provide the students with a strong desire to learn.  
16 ➤ To foster self-discovery, self-awareness, and self-discipline.  
17 ➤ To develop an awareness of and appreciation for cultural diversity.  
18 ➤ To stimulate intellectual curiosity and growth.  
19 ➤ To provide fundamental career concepts and skills.  
20 ➤ To help the student develop sensitivity to the needs and values of others and  
21 respect for individual and group differences.  
22 ➤ To be free of any sexual, cultural, ethnic, or religious bias.

23  
24 The administrative staff is responsible for apprising the Board of the educational program's  
25 current and future status. The Superintendent should prepare an annual report that includes:

- 26  
27 • A review and evaluation of the present curriculum;  
28 • A projection of curriculum and resource needs;  
29 • An evaluation of, and plan to eliminate, any sexual, cultural, ethnic, or religious bias that  
30 may be present in the curriculum or instructional materials and methods;  
31 • A plan for new or revised instructional program implementations; and  
32 • A review of present and future facility needs.

33  
34  
35  
36 Legal Reference: 10.55.701, ARM Board of Trustees

37  
38 Policy History:

39 Adopted on: April 10, 2012

40 Reviewed on:

41 Revised on:

2  
3 **INSTRUCTION**

2100

page 1 of 2

4  
5 School Year Calendar and Day

6  
7 School Calendar

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

17  
18 Commemorative Holidays

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

23  
24 Saturday School

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

30  
31 School Fiscal Year

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

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

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

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

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



3. Parent/teacher conferences; and
4. Post-school record and report (not to exceed one (1) day, or one-half ( $\frac{1}{2}$ ) day at the end of each semester or quarter).

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
	ARM 10.55.701	Board of Trustees
	ARM 10.65.101-103	Pupil-Instruction-Related Days
	ARM 10.55.906	High School Credit

Policy History:

Adopted on: July 1, 2005

Reviewed on:

Revised on: November 13, 2006, April 10, 2012, 06/24/19

2  
3 **INSTRUCTION**

2105

4  
5 Grade Organization

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

10  
11 Kindergarten through 4                      Elementary School

12  
13 Grades 5, 6, 7, 8                      Middle School

14  
15 Grades 9 through 12                      High School

16  
17 Instructional programs will be coordinated between each grade and between levels of schools.

18  
19 A student will be assigned to an instructional group or to a classroom which will best serve the  
20 needs of that individual while still considering the rights and needs of other students. Factors to  
21 be considered in classroom assignments are class size, peer relations, student/teacher relations,  
22 instructional style of individual teachers, and any other variables that will affect the performance  
23 of the student.

24  
25 Criteria for grouping will be based on learning goals and objectives addressed and the student's  
26 ability to achieve those purposes.

27  
28  
29  
30 Legal Reference:        § 20-6-501, MCA        Definition of various schools

31  
32 Policy History:

33 Adopted on:    April 26, 1999

34 Reviewed on:

35 Revised on:    April 10, 2012

2  
3 **INSTRUCTION**

2110

4  
5 Objectives

6  
7  
8 Continuous Progress Education

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

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

- 16  
17 1. Placement of a student at the student's functional level;  
18  
19 2. Learning materials and methods of instruction considered to be most appropriate to the  
20 student's learning style; and  
21  
22 3. Evaluation to determine if the desired student outcomes have been achieved.  
23

24 Each year, the Superintendent will determine the degree to which such instructional programs are  
25 being developed and implemented. Accomplishment reports submitted annually will provide the  
26 Board with the necessary information to make future program improvement decisions.  
27  
28  
29

30 Policy History:

31 Adopted on: April 26, 1999

32 Reviewed on: April 10, 2012

33 Revised on: 12/08/14

## INSTRUCTION

2120

Curriculum and Assessment

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

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

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

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

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

Cross Reference:      2000    Goals  
                                 2110    Objectives

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

Policy History:

Adopted on:    April 26, 1999  
Reviewed on:   April 10, 2012  
Revised on:    12/08/14

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2130

4  
5 Program Evaluation and Diagnostic Tests

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

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

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

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

31 Policy History:

32 Adopted on: April 26, 1999

33 Reviewed on: April 10, 2012

34 Revised on:

INSTRUCTION

2132

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.

#### Notification of Rights and Procedures

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

1. This policy as well as its availability from the administration office upon request;

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

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

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

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

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

Policy History:

Adopted on: April 10, 2012

Reviewed on:

Revised on:



**Laurel School District #7 & 7-70**

**INSTRUCTION**

2140

Guidance and Counseling

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

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

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: April 10, 2012

4  
5  
6 Guidance and Counseling Guidelines

7  
8 School counselors, teachers, specialist personnel and administrators, serving in the role of  
9 “personal counselor” to students, are often confronted with situations that are directly involved  
10 with the student’s feelings or concerns about the family and the home. Many times in these  
11 situations, the counselor is aware only of the student’s point of view. The board is concerned  
12 that school personnel should not exceed their role as counselors in these personal matters and, as  
13 such, has adopted the following guidelines:

14  
15 Principles

- 16  
17 1. The counseling relationship and the information resulting there from shall be kept  
18 confidential in accordance with the law.  
19  
20 2. The counseling relationship between school personnel and students should be completely  
21 free of any personal relationship that might create a “conflict of interest”. The staff  
22 member must remain completely objective in his/her handling of personal matters that  
23 come to his/her attention.  
24  
25 3. The staff member engaged in the counseling process should be competent to deal  
26 effectively and objectively with the cases he/she accepts. If not, he/she should make  
27 appropriate referrals.  
28

29 Priorities

30  
31 When engaged in the counseling process, particularly with students who are minors, staff  
32 members must be keenly aware of the rights of parents/guardians.  
33

34 Staff members should recognize and foster the primacy of parents and/or guardians in the lives  
35 of students.  
36

37 Staff members should operate on the principle that it is generally in the best interest of the  
38 student to work cooperatively with parents, guardians and students in attempting to resolve  
39 personal family conflicts.  
40

41 Procedures

42  
43 In personal counseling, the generally recognized first requirement is to listen carefully and  
44 establish rapport with the counselor. If in the counseling situation, a problem involving the  
45 family emerges, the following procedures are to be observed:  
46  
47

Parental or guardian involvement is to be solicited at the earliest appropriate time with the consent of the counselee. Should the counsel permit parental/guardian contact, the staff member should proceed in a prudent, impartial and professional manner offering any assistance or help to which the parents/guardians and student agree.

If the student requests that the matter not be discussed with the parent or guardian, the staff member shall honor the request while continuing the counseling relationship unless there is potential for harm to self or others.

### Abuse or Neglect

When a counselor or other school employee knows or has reasonable cause to suspect that a child has been abused or neglected, he/she shall report the matter promptly to the Department of Family Services or its local affiliate. District procedures require that if time and circumstances permit, the counselor or employee must first notify the building principal of such a suspicion. However, under state law, it is still the responsibility of the counselor or employee to insure the report is made.

Cross Reference:	5232	Abused and Neglected Child Reporting
	5232F	Report of Suspected Child Abuse or Neglect Form

### Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

# Laurel School District #7 & 7-70

Adopted on: 11/25/2019

Reviewed on:

Revised on:

2150 - R

## INSTRUCTION

---

### Suicide Awareness and Prevention

#### Professional Development

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

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

Youth suicide and prevention training may include:

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

#### Prevention and Response

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

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

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

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

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

**LAUREL 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 Laurel 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: \_\_\_\_\_

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2151

4  
5 Interscholastic Activities

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

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

16  
17 All personnel coaching intramural or interscholastic activities will hold a current valid first aid  
18 certificate.

19  
20 The Board recognizes that certain risks are associated with participation in interscholastic  
21 activities. While the District will strive to prevent injuries and accidents to students, each parent  
22 or guardian will be required to sign an “assumption of risk” statement indicating that the parents  
23 assume all risks for injuries resulting from such participation. Each participant will be required  
24 to furnish evidence of physical fitness (physical form) prior to becoming a member of an athletic  
25 team. A participant will be free of injury and will have fully recovered from illness before  
26 participating in any event.

27  
28 Coaches and/or trainers may not issue medicine of any type to students. This provision does not  
29 preclude the coach and/or trainer from using approved first aid items.

30  
31  
32  
33 Cross Reference: 3416 Administering Medicines to Students

34  
35 Legal Reference: 10.55.707, ARM Teacher and Specialist Licensure  
36 37.111.825, ARM Health Supervision and Maintenance

37  
38 Policy History:

39 Adopted on: April 26, 1999

40 Reviewed on:

41 Revised on: April 10, 2012

2  
3 **INSTRUCTION**

2155  
Page 1 of 3

4  
5  
6 Activity Participation Pledge

7  
8 The opportunity to participate in the extracurricular program sponsored by Laurel Public Schools  
9 is a privilege extended to all district students. Students who choose to be part of the program are  
10 expected to make the commitment to adhere to the philosophy and rules governing the various  
11 activities making up the district's extracurricular program. The board believes that participation  
12 in these types of activities can contribute to the all-around development of our students  
13

14 Use of Possession of Illegal Drugs, Alcohol or Tobacco

15  
16 The board further believes that necessary and proper rules governing the use of illegal substances  
17 serve the following purposes:  
18

- 19 1. To emphasize concern for the health and well-being of students while participating in  
20 activities.
- 21 2. To provide an environment for the participants that is drug, alcohol and tobacco free.
- 22 3. To promote a sense of self-discipline among the students.
- 23 4. To confirm and support existing state laws governing minors and their use and abuse of  
24 illegal substances.
- 25 5. To emphasize standards of conduct for those students who through their participation are  
26 leaders and role models for their peers and younger students.
- 27 6. To assist students who desire to resist peer pressure to possess and use these substances  
28

29 Coverage

30  
31 These rules cover the use, personal possession, sale or distribution of alcohol, illegal drugs,  
32 tobacco, and the abuse of prescription of non-prescription drugs. The policy is not intended to  
33 apply to the use of prescribed drugs, under a doctor's supervision, when those drugs are used in  
34 the prescribed manner.  
35

36 A participant is in violation of this policy if he or she is knowingly in attendance at a gathering  
37 or function where illegal substances (except tobacco products) are present unless it is a family or  
38 recognized community gathering or function. Even if the participant is not in possession of, or  
39 using, an illegal substance at the gathering or function, he or she will be subject to the  
40 consequences as outlined in this policy.  
41

42 First Violation – The student will be suspended from the activity they are currently participating  
43 in or the next activity they participate in for two weeks of competition. The offender may  
44 practice, but cannot participate in a formal activity or performance. As part of this ban on  
45 participation, the student will not be allowed to be part of the team or group during the activity  
46

either home or away. The student will be required to meet with a Chemical Dependency Counselor for an evaluation and provide written documentation verifying the appointment.

Second Violation - The student will be recommended to the Board for suspension or exclusion from ALL extracurricular activities for the remainder of the school year. The student will also be required to meet with a Chemical Dependency Counselor for additional evaluation services and provide written documentation verifying this appointment. The verification must be provided to the school district before the student is allowed to participate in any activities the following year.

If any violation of this policy occurs during the last two weeks of the spring season, the student will not be allowed to participate during the first two weeks of competition in the next activity they participate in during the next school year. The student must also complete the entire season of the next activity they participate in order for this rule to apply.

### Violations

The district may become aware of infractions through law enforcement or court officers. Otherwise, student infractions must be reported and/or validated by employees of Laurel School District or members of the board of trustees if action is to be taken under this policy. The district reserves the right to conduct its own investigation; make a determination of guilt; and apply sanctions independent of any pending court action against the student arising from the same offense.

### Policy Duration

This policy is in effect from the date of the first practice to the conclusion of the activity.

Non-season Activities: (Music, clubs, royalty candidates, class officers, and any school sponsored trips.)

First Violation- The student is excluded from all non-season school activities for ~~45~~**20** school days. The student will be required to meet with a Chemical Dependency Counselor for an evaluation and provide written documentation verifying the appointment.

Second Violation-The student will be recommended to the Board for suspension or exclusion from all extracurricular activities, including season and non-season activities, for the remainder of the school year. The student will also be required to meet with a Chemical Dependency Counselor for additional evaluation services and provide written documentation verifying the appointment. This verification must be provided to the school district before the student is allowed to participate in any activities the following year.



### Academic Eligibility

All students must meet eligibility requirements of the Montana High School Association and the local requirements of Laurel High School to compete in extracurricular activities.

In general, students are eligible by meeting the following requirements and the Montana High School Association regulations, the Laurel High School/Middle School student handbook, and student pledge:

1. Student is in regular attendance and is enrolled in and receiving a passing grade in all but one subject, and he/she is maintaining a 2.0 grade point average at the end of each mid-term and quarter grading period. At the end of the semester grading period, the semester grade will be the determining factor at the high school level. All class grades are computed for eligibility requirements.
2. For incoming freshman students, the 4<sup>th</sup> quarter grades from the Middle School will carry over to determine eligibility.

### Responsibility for Equipment Return

The student must agree to be responsible for the safe return or replacement of all athletic and/or activity equipment issued by the school.

### Participation Risks

Participation in organized interscholastic athletics involves the potential for injury which is inherent in all sports. Even with competent coaching, the use of appropriate protective equipment and strict observance of rules, injuries are still a possibility. On rare occasions, these injuries can be so severe as to result in total disability, paralysis, quadriplegic, or even death. Because of these dangers, participants and parents/guardians must recognize the importance of following coaches' instructions regarding playing techniques, training and other team rules and agree to obey such instructions.

### Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: May 14, 2012, August 19, 2019

5 Parent/Guardian Statement

7 I/We hereby certify and affirm that I/we are the parent(s)/guardian(s) of  
8 \_\_\_\_\_. I/We have read and understand this pledge. I/We also understand  
9 that all sports can involve many risks of injury, including, but not limited to those risks that have  
10 been outlined above. I/We hereby consent to participation by the above named student, and agree  
11 that the above named student and I/we assume all risks of playing or practicing to  
12 play/participate.

14 Emergency Medical Release

16 So that proper emergency assistance may be provided, I hereby authorize School District #7 and  
17 7-70 and its representatives in charge of my child named above to obtain all necessary medical  
18 care for my child, and I hereby authorize any licensed physician and/or medical personnel to  
19 render necessary medical treatment to my child.

20 Signatures

21 I/We have read and understand the information contained in this form.

22 \_\_\_\_\_  
23 Participant

\_\_\_\_\_  
Date

25 \_\_\_\_\_  
26 Parent/Guardian

\_\_\_\_\_  
Date

28 \_\_\_\_\_  
29 Parent/Guardian

\_\_\_\_\_  
Date

## INSTRUCTION

2158

Page 1 of 2

Family Engagement Policy

The Laurel 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
6. Encourage families and school staff to collaborate with members of the community to connect students, families, and staff to expand learning opportunities, community services, and civic participation.

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

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

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

Policy History:

Adopted on: 11/14/16

Reviewed on:

Revised on:

INSTRUCTION

2160P

page 1 of 2

Title I – Equivalency/Comparability

A. To assure that state and local services are provided in Title I schools at least equivalent to such services in non-Title I schools, these policies will be observed in the School District.

1. Salary Scales

The District-wide salary scales will be applicable to all staff whether assigned to Title I or non-Title I schools.

2. Assignment of Teachers, Administrators, and Support Personnel

Assignment of teachers, administrators, and support personnel will be made in such a way to assure that the numbers of students per staff person in Title I schools shall be equivalent to the average number of students per staff person in relevant comparison schools (i.e., non-Title I or other Title I schools).

3. Curriculum Materials and Instructional Supplies

Curriculum materials and instructional supplies will be provided to schools with the same grade spans on a per-pupil cost factor to assure that all children have access to the same level of state and local resources regardless of whether they attend a Title I or non-Title I school.

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 may include opportunities for:

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

The school system may 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 in a format and, to the extent practicable, in a language the parents can understand.

### **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 in a format and, to the extent practicable, in a language the parents can understand.

### Procedure History:

Promulgated on: April 10, 2012

Reviewed on:

Revised on:

INSTRUCTION

2160

page 1 of 2

Title I Parent Involvement

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

2160

page 2 of 2

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

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

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

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: April 10, 2012, 06/24/19



## INSTRUCTION

2161P

page 1 of 5

Special EducationChild Find

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

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

1. Procedures used to annually inform the public of all child find activities, for children zero through twenty-one;
2. Identity of the special education coordinator;
3. Procedures used for collecting, maintaining, and reporting data on child identification;
4. Procedures for Child Find Activities (including audiological, health, speech/language, and visual screening and review of data or records for students who have been or are being considered for retention, delayed admittance, long-term suspension or expulsion or waiver of learner outcomes) in each of the following age groups:
  - A. Infants and Toddlers (Birth through Age 2)  
Procedures for referral of infants and toddlers to the appropriate early intervention agency, or procedures for conducting child find.
  - B. Preschool (Ages 3 through 5)  
Part C Transition planning conferences; frequency and location of screenings; coordination with other agencies; follow-up procedures for referral and evaluation; and procedures for responding to individual referrals.
  - C. In-School (Ages 6 through 18)  
Referral procedures, including teacher assistance teams, parent referrals, and referrals from other sources; and follow-up procedures for referral and evaluation.
  - D. Post-School (Ages 19 through 21)  
Individuals who have not graduated from high school with a regular diploma and who were not previously identified. Describe coordination efforts with other agencies.
  - E. Private Schools (This includes home schools.)  
Child find procedures addressing the provisions of A.R.M. 10.16.3125(1); follow-up procedures for referral and evaluation.
  - F. Homeless Children

### Procedures for Evaluation and Determination of Eligibility

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

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

### Procedural Safeguards and Parental Notification

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

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

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

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

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

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

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

Evaluation of Eligibility

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

Individualized Education Programs

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

Least Restrictive Environment

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

Children in Private Schools/Out-of District Placement

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

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

Impartial Due Process Hearing

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

Special Education Records and Confidentiality of Personally Identifiable Information

A. Confidentiality of Information

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

B. Access Rights

Parents of disabled students and students eighteen (18) years or older, or their representative, may review any educational records which are designated as student records collected, maintained, and used by the

District. Review shall normally occur within five (5) school days and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or interpretation of information contained in the record. Non-custodial parents shall have the same right of access as custodial parents, unless there is a legally binding document specifically removing that right.

C. List of Types and Locations of Information.

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

D. Safeguards

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

E. Destruction of Information

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

F. Children's Rights

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

Discipline

Students with disabilities may be suspended from school the same as students without disabilities for the same infractions or violations for up to ten (10) consecutive school days. Students with disabilities may be suspended for additional periods of not longer than ten (10) consecutive school days for separate, unrelated incidents, so long as such removals do not constitute a change in the student's educational placement. However, for any additional days of removal over and above ten (10) school days in the same school year, the District will provide educational services to a disabled student, which will be determined in consultation with at least one (1) of the child's teachers, determining the location in which services will

be provided. The District will implement the disciplinary procedures in accord with the requirements of CFR 300.530-300.537.

Legal Reference:	34 CFR 300.1, et seq.	Individuals with Disabilities Act (IDEA)
	§ 20-1-213, MCA	Transfer of school records
	10.16.3122 ARM	Local Educational Agency Responsibility for Students with Disabilities
	10.16.3129 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)

Procedure History:

Promulgated on: June 25, 2001  
Reviewed on:  
Revised on: April 10, 2012

2  
3 **INSTRUCTION**

2161

4  
5 Special Education

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

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

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

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

25 Policy History:

26 Adopted on: June 25, 2001

27 Reviewed on: April 10, 2012

28 Revised on:

INSTRUCTION

2162P

page 1 of 2

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;
  - G. Within five (5) days of the District’s selection of a hearing officer, a prehearing conference shall be scheduled to set a date and time for a hearing, identify the issues to be heard, and stipulate to undisputed facts to narrow the contested

factual issues;

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

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

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

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

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

M. Appeals may be taken as provided by law. The parent or legal guardian may contact the Office of Civil Rights, 912 2<sup>nd</sup> Avenue, Seattle, WA 98114-1099; (206) 220-7900.

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

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

Procedure History:

Promulgated on: April 10, 2012

Reviewed on:

Revised on:



INSTRUCTION

2162

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

Policy History:

Adopted on: April 10, 2012

Reviewed on:

Revised on:

**Laurel School District #7 & 7-70**

**INSTRUCTION**

2163

Traffic Education

Laurel School District will provide a drivers' training instruction program for students who live within the geographic boundaries of the public school district, whether or not they are enrolled in the public school district and provided that students enrolled in the course will have reached their fifteenth (15<sup>th</sup>) birthday within six (6) months of course completion and have not yet reached nineteen (19) years of age on or before September 10 of the school year in which the student participates in traffic education.

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2166-R

4  
5 Gifted Program

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

12  
13 The District shall:

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

21  
22 The Superintendent will establish procedures consistent with state guidelines for nominating,  
23 assessing, and selecting children of demonstrated achievement, or potential ability in terms of  
24 general intellectual ability and academic aptitude.

25  
26 Legal References: §§ 20-7-901 - 904, MCA Gifted and Talented Children  
27 10.55.804, ARM Gifted and Talented  
28  
29  
30

31 Policy History:

32 Adopted on: 11/09/15

33 Reviewed on:

34 Revised on:

**Laurel School District #7 & 7-70**

**INSTRUCTION**

2167

Correspondence, Summer School Night School

Credit for correspondence, summer school or night school courses maybe granted provided the following requirements are met:

1. Prior permission has been granted by the principal.
2. The course(s) fits the education plan developed for the student.
3. Correspondence credit is granted for the following schools:
  1. Schools approved by established regional accreditation agencies.
  2. Community colleges, vocational-technical institutes, four year colleges and universities and state-approved private schools in the state of Montana
  3. Other schools or institutions which are approved by the district after evaluation for a particular course offering.

Transfer students who (1) are seniors, (2) who have transferred from an accredited high school, and (3) will only lack the additional ½ credit of Civics required at Laurel to graduate may request waiver of that ½ credit. The high school principal shall have the discretion to issue that waiver if in his/her judgment the student has not used the transfer to avoid taking the additional credit. Further, the student may be required to do makeup work for the part of the year missed in civics in order to insure success in the remainder of the course.

Cross Reference:	2410 and 2410P	High School Graduation Requirements
	2413	Credit Transfer and Assessment for Placement

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

Policy History:

Adopted on: April 26, 1999

Reviewed on:

Revised on: December 13, 1999, May 14, 2012

2  
3 **INSTRUCTION**

2168

page 1 of 2

4  
5 Distance, Online, and Technology-Delivered Learning

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

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

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

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

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

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

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

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

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

Cross Reference:	2410 and 2410P	High School Graduation Requirements
Legal Reference:	ARM 10.55.602	Definitions
	ARM 10.55.705	Administrative Personnel; Assignment of School Administrators/Principals
	ARM 10.55.906	High School Credit
	ARM 10.55.907	Distance, Online, and Technology Delivered Learning

Policy History:

Adopted on: April 10, 2012

Reviewed on:

Revised on: 06/24/19

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2170

4  
5 Digital Academy Classes

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

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

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

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

29  
30  
31  
32 Policy History:

33 Adopted on: April 10, 2012

34 Reviewed on:

35 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2170P

4  
5 Digital Academy Classes

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

10  
11 The District will allow students in grades 9-12 to enroll in the Montana Digital Academy program  
12 under the following conditions:

- 13  
14 1. The student must be an enrolled student in the District.
- 15  
16 2. For ANB purposes, a part-time student must be enrolled for a minimum of three courses. This  
17 can be a combination of three in-house classes, two in-house class and one MTDA class, one in-  
18 house class and two MTDA classes, or three MTDA classes.
- 19  
20 3. For Montana High School Association eligibility, the student must be enrolled for, and pass, any  
21 combination of four courses.
- 22  
23 4. The student will be required to take the class(es) in the school building, during school time.  
24 OR: The student will be required to take the class(es) during the Digital Academy course within the  
25 schedule.  
26 OR: The student will have the option of taking the MTDA class(es) in the school building, during  
27 school time, or outside of the school building.
- 28  
29 5. Students who wish to take MTDA classes and participate in MHSA activities must follow all  
30 extra-curricular eligibility rules.
- 31  
32 6. The administration will present MTDA course offerings to the Board for approval.
- 33  
34 7. The District will allow a student to enroll in a maximum of three (3) MTDA courses per semester.
- 35  
36 8. In order for a home school or private school student to participate in MHSA activities, the student  
37 must be enrolled in, and pass, four (4) classes per semester that are taught on campus from a highly  
38 qualified teacher.
- 39  
40 9. The District will proctor all MTDA final exams.

41  
42 Policy History:

43 Adopted on: May 14, 2012

44 Reviewed on:

45 Revised on:



**Laurel School District #7 & #7-70**

**INSTRUCTION**

2171

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

Policy History:

Adopted on: 12/08/14

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2221P  
page 1 of 2

4  
5 School Closure

6  
7 All students, parents, and school employees should assume that school will be in session and buses  
8 running as scheduled, unless there is official notification from the Superintendent or his/her designee  
9 to the contrary. Such notice will be given via public media (generally radio).

10  
11 In the event extremely cold temperatures, wind chill factors, snow, wind, or other circumstances  
12 require a modification of the normal routine, the Superintendent or his/her designee will make the  
13 modification decision prior to 6:00 a.m. and contact the public radio stations for broadcast to the  
14 community and will initiate the emergency fan-out communication procedure to all administrators.

15  
16 Modification of the normal routine generally occurs in one of two ways. The first circumstance  
17 occurs when buses are unable to safely make their normal runs. In this case bus transportation is  
18 suspended, but school is still in session. Students are encouraged to attend, but parents/guardians  
19 must make the judgment relative to safety for their children to reach school and return at the end of  
20 the day.

21  
22 The other rare and very unusual circumstance occurs when conditions are such to warrant closure of  
23 the schools. In this circumstance, two situations may occur: 1) the governor declares at state of  
24 emergency and no state funds are to be denied the district as a result of school closure. 2) A state of  
25 emergency may not exist throughout the state, but conditions require closure.

26  
27 In both situations, the work schedules and responsibilities as outlined below apply except as follows:  
28 In a governor-declared emergency situation where no state funds are to be denied, all classified  
29 employees will be paid in the same manner as though school were not closed. Administrators and  
30 other certified staff will consider the day(s) as regular work days for purposes of fulfilling their  
31 contract. For those employees who actually do work, as stipulated below, equivalent compensatory  
32 time or additional straight pay will be provided.

33  
34 Work Schedules and Responsibilities for School Closures

35  
36 **Superintendent**

37  
38 Only the Superintendent or his/her designee has authority to close schools. The Superintendent or  
39 his/her designee will be on duty throughout any existing or potential emergency situation, day or  
40 night. All orders of doubtful origin should be confirmed with the Superintendent.

41  
42 **Central Administrative Personnel**

43  
44 Central administrative personnel as designated by the Superintendent will be expected to report for  
45 duty on their assigned shifts in the event of any school closure, insofar as is safely possible.

46  
47 If it is absolutely impossible for a central administrator to report for duty, the administrator may take  
48 the day as a personal leave day or vacation day, with the permission of the Superintendent.

### **Building-Level Administrators, Non-Teaching “Exempt” Personnel, and Key Support Staff**

All building-level administrators and any key support personnel will report for duty per their normal shifts or as otherwise directed each day during the school closure. The building administrator will ascertain that the building has been adequately secured and that any child who mistakenly reports to school [in the event school has been closed] is properly and safely cared for and returned home per District policy. The administrator and this minimal support staff shall notify other staff and/or other support employees of the situation and will respond to telephone questions. When the situation has been stabilized, the personnel who reported to work may choose to return home.

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

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

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

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

### **Aides, Bus Drivers, and Food Service Workers**

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

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

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

#### Procedure History:

Promulgated on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2221

4  
5 School Closure

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

9  
10 The trustees may order the emergency closure of schools for one (1) school day each year,  
11 without the need to reschedule the lost pupil instruction time when the closure is the result of an  
12 emergency.

13  
14  
15  
16 Cross Reference: 8110 Bus Routes and Schedules

17  
18 Legal Reference: §§ 20-9-801 - 802, MCA Emergency School Closure  
19 §§ 20-9-806, MCA School closure by declaration of emergency  
20

21 Policy History:

22 Adopted on: April 26, 1999

23 Reviewed on:

24 Revised on: April 10, 2012

2  
3 **INSTRUCTION**

2250

4  
5 Community and Adult Education

6  
7 Efforts will be made to maximize the use of public school facilities and resources, realizing that  
8 education is a lifelong process involving the whole community. The District may make its  
9 resources available to adults and other non-students, within limits of budget, staff, and facilities,  
10 provided there is no interference with or impairment of the regular school program. Community  
11 and adult education and other offerings may be developed in cooperation with community  
12 representatives, subject to approval and authorization by the Board.  
13  
14  
15

16 Legal Reference: § 20-7-703, MCA Trustees' policies for adult education  
17

18 Policy History:

19 Adopted on: April 26, 1999

20 Reviewed on: May 12, 2012

21 Revised on:

INSTRUCTION

2309

Library Materials

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

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

Any individual may challenge the selection of materials for the library/media center. The Citizen's Request for Reconsideration of Material Form will be utilized to determine if challenged material is properly located in the library.

Cross Reference: 2314F Citizen's Request for Reconsideration of Material Form  
2314 Learning Materials Review

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

Policy History:

Adopted on: April 10, 2012

Reviewed on:

Revised on:

2  
3 **INSTRUCTION**

2310P

4  
5 Selection of Library and Media Center Materials

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

10  
11 Weeding

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

17  
18 Discarded materials will be clearly stamped:

19  
20 “WITHDRAWAL FROM LAUREL PUBLIC SCHOOL LIBRARY”

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

28  
29 Gifts

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

33  
34  
35  
36 Procedure History:

37 Promulgated on: April 26, 1999

38 Reviewed on: April 10, 2012

39 Revised on:

INSTRUCTION

2310

Selection of Library and Media Center Materials

The District has libraries and media centers 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 expressed in the School Library Bill of Rights, endorsed by the American Association of School Librarians in 1969.

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.

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

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:



INSTRUCTION

2311

Instructional Materials

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

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

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

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

Cross Reference: 2314 Learning Materials Review

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

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

INSTRUCTION

2311P

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 a curriculum 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.

Procedure History:

Promulgated on: April 10, 2012

Reviewed on:

Revised on:

INSTRUCTION

2312

Copyright

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

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

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

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

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

Legal Reference: 17 USC 101 - 1332 Federal Copyright Law of 1976

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on: December 11, 2012

Copyright Compliance

Authorized Reproduction and Use of Copyrighted Material in Print

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

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

1. Brevity

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

2. Spontaneity. Should be at the “instance and inspiration” of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.

3. Cumulative Effect. Teachers are limited to using copied material for only one (1) course in the school in which copies are made. No more than one (1) short poem, article, story or two (2) excerpts from the same author may be copied, and no more than three (3) works can be copied from a collective work or periodical issue during one (1) class term. Teachers are limited to nine (9) instances of multiple copying for one (1) course during one (1) class term. Limitations do not apply to current news periodicals, newspapers, and current news sections of other periodicals.

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

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

#### Authorized Reproduction and Use of Copyrighted Materials in the Library

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

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

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

#### Authorized Reproduction and Use of Copyrighted Music or Dramatic Works

Teachers may:

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

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

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

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

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

#### Recording of Copyrighted Programs

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

### USE OF INFORMATION RESOURCES REGULATION

Off-air recording may be used once by individual teachers in the course of instructional activities, and repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

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

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

#### Authorized Reproduction and Use of Copyrighted Computer Software

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

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

#### Fair Use Guidelines for Educational Multimedia

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

### USE OF INFORMATION RESOURCES REGULATION

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

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

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

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

- Motion media: ten percent or three minutes, whichever is less;
- Text materials: ten percent or 1,000 words, whichever is less;
- Poetry: an entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250 words, excerpts of up to 250

words may be used, but no more than three excerpts from one poet or five excerpts from an anthology;

- Music, lyrics and music video: Up to ten percent, but no more than thirty seconds. No alterations that change the basic melody or fundamental character of the work;
- Illustrations, cartoons and photographs: No more than five images by an artist, and no more than ten percent or fifteen images whichever is less from a collective work;
- Numerical data sets: Up to ten percent or 2,500 field or cell entries, whichever is less;

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

Procedure History:

Promulgated on: April 10, 2012

Reviewed on:

Revised on: December 11, 2012



1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2314F

Page 1 of 4

4  
5 Appendix A

6 **CITIZEN'S REQUEST FOR RECONSIDERATION OF MATERIAL**

7  
8 School \_\_\_\_\_ Date \_\_\_\_\_

9  
10 Please check type of material:

- 11 ☐ Book  
12 ☐ Video Material  
13 ☐ Other  
14 ☐ Periodical  
15 ☐ Audio Material  
16 ☐ Computer Pamphlet  
17 ☐ Computer Software Information  
18 ☐ Service Material

19  
20 Author \_\_\_\_\_ Title \_\_\_\_\_

21 Person or persons making complaint: \_\_\_\_\_

22 Address: \_\_\_\_\_

23 Phone: \_\_\_\_\_

24 Group Represented: \_\_\_\_\_

25  
26 The following questions are to be answered after the complainant has read, viewed, or listened to the material in its  
27 entirety. If sufficient space is not provided, attach additional sheets.

28  
29 1. To what in the material do you object? (Please be specific) \_\_\_\_\_

30  
31 2. Why do you object to these materials? \_\_\_\_\_

32  
33 3. Was there anything good in this material? (Please comment) \_\_\_\_\_

34  
35 3. What do you believe is the theme or purpose of this material? \_\_\_\_\_

36  
37 5. What do you feel might be the result of a student using this material? \_\_\_\_\_

38  
39 6. For what age group would you recommend this material? (Please comment) \_\_\_\_\_

40  
41 7. Are you aware of the judgment of the material by literary critics? \_\_\_\_\_

42  
43 8. Would you care to recommend other school library material of the same subject and format? \_\_\_\_\_

44  
45  
46 9. What do you recommend be done with this material?

- 47 ☐ Do not assign or recommend it to my child  
48 ☐ Withdraw it from all students  
49 ☐ Re-evaluate the work  
50  
51  
52  
53  
54  
55

APPENDIX B

CHECKLIST FOR MATERIALS SELECTION COMMITTEE'S RECONSIDERATION OF MATERIAL --  
NONFICTION

TITLE:

AUTHOR:

A. Purpose

1. What is the overall purpose of the material? \_\_\_\_\_
2. Is the purpose accomplished? \_\_\_\_\_

B. Authenticity

1. Is the author competent and qualified in the field? \_\_\_\_\_
2. What is the reputation and significance of the author and publisher /producer in the field? \_\_\_\_\_

3. Is the material up-to- date? \_\_\_\_\_
4. Are information sources well-documented? \_\_\_\_\_
5. Are translations and retellings faithful to the original? \_\_\_\_\_

C. Appropriateness

1. Does the material promote the educational goals and objectives of the curriculum of the school? \_\_\_\_\_
2. Is it appropriate to the level of instruction intended? \_\_\_\_\_
3. Are the illustrations appropriate to the subject and age level? \_\_\_\_\_

D. Content

1. It the content of this material well presented by providing adequate scope, range, depth and continuity? \_\_\_\_\_
2. Does this material present information not otherwise available? \_\_\_\_\_
3. Does this material give a new dimension or direction to its subject? \_\_\_\_\_

E. Reviews

1. Sources of reviews (indicate whether favorably or unfavorably reviewed) \_\_\_\_\_
2. Does the title appear in one or more reputable selection aids?(Please list title of selection aids if answer is yes.) \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Title: \_\_\_\_\_

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

Recommendation by Materials Selection Committee for treatment of challenged materials:

Signatures of Materials Selection Committee:

\_\_\_\_\_

\_\_\_\_\_

APPENDIX C

CHECKLIST FOR MATERIALS SELECTION COMMITTEE'S RECOMMENDATION OF LIBRARY  
MATERIALS--FICTION AND OTHER LIBRARY FORMS

Title: \_\_\_\_\_

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

A. Purpose

1. What is the purpose, theme or message of the material? How well does the author/producer/composer accomplish this purpose? \_\_\_\_\_

2. If the story is fantasy, is it the type that has imaginative appeal and is suitable for children?  
\_\_\_\_ Young Adults? \_\_\_\_ If both are marked no, for what age group would you recommend?  
\_\_\_\_\_

3. Will the reading and/or viewing and/or listening to the material result in more compassionate understanding of human beings? \_\_\_\_\_

4. Does it offer an opportunity to better understand and appreciate the aspirations, achievements, and problems of various minority groups? \_\_\_\_\_

5. Are any questionable elements of the story an integral part of a worthwhile theme or message?  
\_\_\_\_\_

B. Content

1. Does a story about modern times give a realistic picture of life as it is now? \_\_\_\_\_

2. Does the story avoid an oversimplified view of life, one which leaves the reader with the general feeling that life is sweet and rosy or ugly and meaningless? \_\_\_\_\_

3. When factual information is part of the story, is it presented accurately? \_\_\_\_\_

4. Is prejudicial appeal readily identifiable by the potential reader? Explain. \_\_\_\_\_

5. Are concepts presented appropriate to the ability and maturity of the potential readers? \_\_\_\_

6. Do characters speak in a language true to the period and section of the country in which they live?  
\_\_\_\_\_

7. Does the material offend in some special way the sensibilities of women or a minority group by the way it presents either the chief character or any of the minor characters? \_\_\_\_\_

8. Is there preoccupation with sex, violence, cruelty, brutality and aberrant behavior that would make this material inappropriate for children? \_\_\_\_ Young Adults? \_\_\_\_

9. If there is use of offensive language, is it appropriate to the purpose of the text for children? \_\_\_\_ For Young Adults? \_\_\_\_

10. Is the material free from derisive names and epithets that would offend minority groups? \_\_\_\_ Children? \_\_\_\_ Young Adults? \_\_\_\_

11. Is the material well written or produced? \_\_\_\_\_

12. Does the story give a broader understanding of human behavior without stressing difference of class, race, color, sex, education, religion or philosophy in any adverse way? \_\_\_\_\_

13. Does the material make a significant contribution to the history of literature or ideas? \_\_\_\_\_

14. Are the illustrations appropriate and in good taste? \_\_\_\_\_

15. Are the illustrations realistic in relation to the story? \_\_\_\_\_

Additional comments: \_\_\_\_\_

Recommendation by Materials Selection Committee for treatment of challenged materials: \_\_\_\_\_

Date: \_\_\_\_\_

Signatures of Materials Selection Committee:

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

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

2  
3 **INSTRUCTION**

2314

4  
5 Learning Materials Review

6  
7 While the staff makes every effort to select high quality, appropriate learning materials which are  
8 not objectionable to the general public, occasionally objections will be raised. Complainants are  
9 encouraged to discuss their concerns with the building principal prior to pursuing a formal  
10 complaint. Should a citizen wish to make a formal protest regarding specific material used in the  
11 school system, the form for requesting reconsideration of instructional materials must be used.  
12 These forms are available in the district office.

13  
14 A request to remove an item from the school or limit its use will be acted upon by a Learning  
15 Materials Review Committee. Members shall be appointed by the superintendent. The  
16 committee shall consist of at least one administrator, one faculty member, two parents, one high  
17 school librarian, one middle school librarian, and one elementary school librarian. A  
18 spokesperson for each side of the issue will be heard by the committee if requested. A written  
19 decision will be delivered to the complainant within 20 school days. Subsequent appeals of that  
20 decision may be made to the superintendent first and then to the board.

21  
22 Learning materials, for the purposes of this policy, are considered to be any material used in  
23 classroom instruction, library materials, or any materials to which a teacher might refer a student  
24 as part of the course of instruction.

25  
26  
27  
28 Cross Reference: 2316P Appendix A Citizen's Request for Reconsideration of Material

29  
30 Policy History:

31 Adopted on: September 23, 1996

32 Reviewed on: April 10, 2012

33 Revised on:

2  
3 **INSTRUCTION**

2320

4  
5 Field Trips, Excursions, and Outdoor Education

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

14  
15 The Superintendent or his/her designee will approve all field trips. Each field trip must be  
16 integrated with the curriculum and coordinated with classroom activities which enhance its  
17 usefulness.

18  
19 Staff members may not solicit students during instructional time for any privately arranged field  
20 trip or excursion without Board permission.

21  
22 The presence of a person with a currently valid first aid card is required during school-sponsored  
23 activities, including field trips, athletic, and other off-campus events.

24  
25  
26  
27 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

28  
29 Policy History:

30 Adopted on: April 26, 1999

31 Reviewed on:

32 Revised on: April 10, 2012

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2320P

4 Field Trips, Excursions, and Outdoor Education

5  
6 Field trips are defined as travel away from school premises, under the supervision of a teacher of an  
7 approved course of study, for the purpose of affording students a direct learning experience not available  
8 in the classroom. Parents may not drive on field trips. All field trips require administrative approval.  
9 Building administrators have the authority to approve all day trips and trips involving an overnight stay.  
10 Superintendent approval is required for any trip which has an overnight stay lasting more than one night.  
11 The superintendent may request board review and approval of a given trip request, especially where  
12 considerable distance, high district transportation expense or other unusual circumstances may be  
13 involved.

14  
15 All travel will be provided by the district or by commercial carrier except as noted elsewhere in this  
16 policy. The following procedures shall apply:

17  
18 Day Field Trips

- 19  
20 1. Staff members are required to get prior approval for all field trips using procedures and guidelines  
21 developed by the building principal.  
22 2. Staff member requesting one day field trip shall submit a completed field trip request form to the  
23 principal prior to the field trip. The form shall include a list of pre and post learning activities.  
24 The principal will approve the field trip based on his/her assessment of the cost/benefit of the trip.  
25 3. The sponsoring staff member is responsible to coordinate all activities related to the field trip.  
26 This includes ordering and confirmation of the bus, contact with the site to insure maximum  
27 learning opportunities, assessing all activities related to the site for safety, and for providing  
28 adequate supervision.  
29 4. Adequate supervision will typically be defined in the elementary school as one adult supervisor  
30 for every ten students. At the middle school and senior high, at least two adult supervisors will be  
31 provided for each bus except where additional supervision is necessary. Buses with fewer than  
32 30 students will require one adult supervisor.

33  
34 Overnight Field Trips

- 35  
36 1. Staff members requesting overnight field trips must submit a written plan to the principal,  
37 including purposes of the trip, supervision, proposed itinerary, estimated cost, housing and  
38 funding sources.  
39 2. If students are housed in private homes, every effort should be made to assign students to those  
40 homes in pairs or more. If any transportation such as to and from a private home is provided by  
41 private automobile, such arrangements must be noted on a form signed by the parents which gives  
42 permission for the student to travel in these private automobiles.  
43 3. The approval of the trip will depend on the amount of school time lost, value of the learning  
44 objectives, and planning, organization and supervision of trip.  
45 4. On overnight trips involving both male and female students, the district requires at least one male  
46 and one female chaperone.

47  
48 Policy History:

49 Adopted on: April 26, 1999

50 Reviewed on: April 10, 2012

51 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2321

4  
5  
6 Guest Speakers

7  
8 The district encourages the extension of instructional experiences through the use of guest  
9 speakers. A sound education requires that students face issues and gain access to divergent  
10 points of view.

11  
12 A teacher believes that a guest speaker shall contribute to the curriculum by helping to achieve  
13 the goals and objectives of the course.  
14  
15

16 Policy History:

17 Adopted on: April 26, 1999

18 Reviewed on: April 10, 2012

19 Revised on:



1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2321P

4  
5  
6 Guest Speakers

7  
8 When a teacher believes that a guest speaker will contribute to the curriculum by helping to  
9 achieve the goals and objectives of the course, the staff member will follow the procedure set out  
10 below:

- 11 1. Prior to the proposed visit, the teacher will notify the principal of the name of the  
12 proposed speaker.
- 13 2. If the teacher and/or the principal believe the guest speaker's topic is controversial,  
14 both parties will attempt a course of action to adhere to the guidelines established  
15 under Policy 2330.
- 16 3. In the event the speaker's topic is determined to be controversial, the teacher will  
17 notify students beforehand that any student who wishes not to attend the presentation  
18 will have an alternative assignment.
- 19 4. Unless the principal approves otherwise, the teacher will not allow non-class members  
20 to hear the speaker.
- 21 5. The guest speaker will be registered in the office by the teacher on the day he/she  
22 speaks.
- 23 6. Approval of a guest speaker will be exercised in a manner consistent with the principles  
24 of free inquiry and expression.
- 25 7. If the principal has reason to believe that the appearance of the guest speaker would  
26 not contribute to the curriculum or would be harmful to the students, he/she may deny  
27 the appearance of the guest speaker.

28  
29  
30 Policy History:

31 Adopted on: April 26, 1999

32 Reviewed on: April 10, 2012

33 Revised on:

1 **Laurel School District §7 & 7-70**

2  
3 **INSTRUCTION**

2322

4  
5 Contests for Students

6  
7 Contests may be made available to students by outside organizations through the schools, subject  
8 to certain limitations. The administrator shall determine that the contest is not in conflict with  
9 nor will it diminish the primary educational aims of the schools and that it meets the needs and  
10 interests of students.

11  
12  
13 Contests will not be allowed unless they further the educational goals of the District.  
14  
15  
16

17 Policy History:

18 Adopted on: April 26, 1999

19 Reviewed on:

20 Revised on: 04/10/2012

2  
3 **INSTRUCTION**

2330

4  
5 Controversial Issues and Academic Freedom

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

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

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

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

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

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

35 Policy History:

36 Adopted on: April 26, 1999

37 Reviewed on: April 10, 2012

38 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2332

page 1 of 2

4  
5 Religion and Religious Activities

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

10  
11 Student Prayer and Discussion

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

17  
18 Staff Members

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

23  
24 Graduation Ceremonies

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

28  
29 District officials may not invite or permit members of the clergy to give prayers at graduation.  
30 Furthermore, District officials may not organize or agree to requests for prayer by other persons at  
31 graduation, including requests by students to open or deliver a prayer at graduation. The District may not  
32 prefer the beliefs of some students over the beliefs of others, coerce dissenters or nonbelievers, or  
33 communicate any endorsement of religion.

34  
35 Baccalaureate Ceremonies

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

42  
43 Assemblies, Extracurricular and Athletic Events

44  
45 District officials may not invite or permit members of the clergy, staff members, or outsiders to give  
46 prayers at school-sponsored assemblies and extracurricular or athletic events. District officials also may  
47 not organize or agree to student requests for prayer at assemblies and other school-sponsored events.  
48 Furthermore, prayer may not be broadcast over the school public address system, even if the prayer is  
49 nonsectarian, nonproselytizing, and initiated by students.

## Student Religious Expression and Assignments

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

## Religion in the Curriculum

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

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

## Student Religious Clubs

Students may organize clubs to discuss or promote religion, subject to the same constitutionally acceptable restrictions the District imposes on other student-organized clubs.

## Distribution of Religious Literature

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

## Religious Holidays

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

## Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on: December 11, 2012

INSTRUCTION

2333

page 1 of 2

Participation in Commencement Exercises

Statement of Policy

A student's right to participate in a commencement exercise of the graduating class at Laurel 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. In the case of dire circumstances one may seek an administrative exception provided that student has begun his/her eighth semester of course work and requests special consideration preferably by March 1<sup>st</sup> of the spring in which the individual seeks to secure a certificate of attendance rather than a diploma.

The board recognizes that for some students with disabilities, the meeting of graduation requirements or the planned goals and objectives of the IEP may actually occur after the student's twelfth year of school in the district. However, the opportunity to participate in the graduation ceremonies one or more years later may be diminished when not shared with age appropriate classmates with whom the student has spent his or her school career. Participation in a graduation ceremony is not synonymous with graduating or receiving a diploma from the district. The participation in the graduation ceremony and receipt of a certificate of attendance would not preclude a student with disabilities from continuing to receive special education and related services under an IEP beyond the graduation ceremony if the IEP team determines continued services at high school site would be an appropriate placement. A student receiving IEP services who participates in commencement and completes the graduation requirements afterward would receive his or her diploma at that time. Graduating and the awarding of diplomas shall be governed by Montana law, including Montana accreditation standards.

For a student without disabilities who has medical, hardship, or other dire circumstances that may occur during the senior year, such student may be considered by the superintendent and/or board for participation in commencement should student not complete graduation requirements prior to ceremony.

Dress and Behavior Expectations

High school administration shall be responsible for determining appropriate dress for graduates participating in the ceremony. Guidelines for appropriate dress and expected general behavior standards shall be distributed in writing to graduating seniors and parents/guardians at least two weeks prior to the ceremony.

#### 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, prayer, 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 the individual participants and does not necessarily reflect any official position of the District, its Board, administration, or employees, or indicate the views of any other graduates.**

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

#### Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on: April 14, 2008, February 11, 2013, June 11, 2018

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2334

4  
5 Release Time for Religious Instruction

6  
7 The District may provide for a religious instruction released time program, under which a student  
8 may be released, on written request of a parent(s) or guardian(s), except that no such program  
9 will take place in public school property. Such release will not adversely affect a student's  
10 attendance.  
11  
12  
13  
14

15 Legal Reference: Art. II, Sec. 5, Montana Constitution - Freedom of religion  
16 Art. X, Sec. 7, Montana Constitution - Nondiscrimination in education  
17 § 20-1-308, MCA Religious instruction released time program  
18

19 Policy History:

20 Adopted on: April 26, 1999

21 Reviewed on: April 10, 2012

22 Revised on:



## 6

7  
8  
9  
0  
1  
2

4  
5  
6  
7  
8

20  
21  
22  
23  
24  
25

27  
2832  
33

## 35

36

37

88

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2337

4  
5 Chemical Use and Dependency

6  
7 The Laurel School District recognizes that the use of illicit drugs and the unlawful possession  
8 and use of alcohol are illegal and harmful. Guidelines of conduct for students of the district  
9 clearly prohibit the possession, use, or distribution of illicit drugs and alcohol on school premises  
10 or as a part of any school sponsored activity. The use of mood-altering chemicals and chemical  
11 dependency affect the lives of students' families of the district and represent an impairment to the  
12 students' normal development, well-being and academic achievement. In acknowledgment that  
13 chemical dependency is a treatable health problem, the district is committed to the development  
14 of a program which emphasizes prevention, intervention, aftercare support and disciplinary  
15 actions. Necessary disciplinary actions up to and including expulsion and referral for  
16 prosecution will be imposed on students who violate these guidelines of conduct. The District  
17 will work with the community to positively address the problem, and will be responsible for the  
18 development of this program within the existing legal, financial and policy restraints.  
19  
20

21 Policy History:

22 Adopted on: April 26, 1999

23 Reviewed on: April 10, 2012

24 Revised on:

2  
3 **INSTRUCTION**

2337P

4  
5 Chemical Use and Dependency

6  
7 Actions taken by staff in dealing with student use/abuse with controlled substances, dangerous  
8 drugs, or alcohol will have as their first concern the welfare of the student involved and the other  
9 students in the school. A helping relationship will be emphasized rather than an investigative  
10 and punitive approach. However, necessary and appropriate disciplinary action, consistent with  
11 state and federal law, will be taken when the guidelines of conduct regarding alcohol and other  
12 drugs are violated. Disciplinary sanctions may also include the completion of a chemical abuse  
13 assessment or the completion of a habilitation program. The District cannot be held financially  
14 responsible for any such sanctions.

15  
16 Prevention

17  
18 The prevention program shall focus on the school climate, and in addition, classroom instruction  
19 and guidance services as resources permit.

20  
21 School Climate

22  
23 The school environment can help students to achieve their potential academically, socially, and  
24 emotionally in a productive manner. The school shall strive to be a place where:

- 25  
26 A. Students respect themselves and each other.  
27 B. Each student feels that he/she has a voice in the decisions that affect him/her.  
28 C. High morale is evident.  
29 D. Each student will possess a sense of caring for self and others.  
30 E. Each student will possess a sense of belonging and pride.  
31 F. Each student will feel that he/she can make a difference to someone else.

32  
33 The school will encourage the participation in any education/prevention programs that increase  
34 the awareness of the effects of chemical abuse. Student support groups shall assist those students  
35 concerned about their own use, those living in families suffering from abuse or dependency, and  
36 those concerned about the use of chemicals by significant others.

37  
38 Instruction

39  
40 This dimension of the prevention program shall focus on:

- 41  
42 A. The effect of alcohol and drugs upon the body.  
43 B. Skill development related to self-esteem, goal setting, decision making, conflict  
44 management, problem solving, refusal and communication skills, and techniques for  
45 resisting peer pressure.  
46 C. The legal, social, and health consequences of alcohol and drug use.

Counseling Services

Staff shall meet with students, individually and in small groups, to supplement drug and alcohol prevention instruction and skill development. Staff will also assist parents to maximize the prevention efforts of the school.

Intervention

The goal of the intervention program shall be to eliminate chemical use and abuse by students. Ongoing in-service will be provided for faculty and staff. Important aspects of in-service training will include dimensions of the family illness and dynamics of the addiction process; enabling behaviors; children in chemically dependent families; student experimentation; abuse and dependency; parental involvement and community resources; prevention issues and strategies; intervention techniques; treatment and aftercare support; and implementation of the program into the classroom/building.

Corrective Action

If school officials have probable cause to believe that a student in school or at a school-sponsored function possesses and/or is under the influence of alcohol or other drugs, the school will take the following action:

- A. The parents/guardians will be notified.
- B. The school administrator will refer all instances of illegal use, possession, or sale of alcohol, other drugs, or illegal drug paraphernalia to law enforcement officials.
- C. The school will take appropriate school disciplinary action.

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2410

4  
5 High School Graduation Requirements

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

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

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

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

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

29  
30  
31  
32 Legal Reference:      § 20-5-201, MCA      Duties and sanctions  
33                              § 20-3-322 (3), MCA      Meetings and Quorum  
34                              10.55.904, ARM      Basic Education Program Offerings: High School  
35                              10.55.905, ARM      Graduation Requirements  
36                              10.55.906, ARM      High School Credit

37  
38 Policy History:

39 Adopted on: April 26, 1999

40 Reviewed on: April 10, 2012

41 Revised on: December 13, 1999

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2410P  
page 1 of 2

4  
5 High School Graduation Requirements

6  
7 Publication of Graduation Requirements

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

12  
13 Credits

14  
15 Students shall be expected to earn a total of 23 units in order to complete graduation  
16 requirements. Special education students who have successfully completed their IEP leading to  
17 completion of high school will be awarded a diploma.

18  
19 Waiver of Requirement

20  
21 In hardship circumstances, the Superintendent may recommend to the Board, and the Board  
22 approve minor deviation from the graduation requirements.

23  
24 Alternative Programs

25  
26 Credit toward graduation requirements may be granted for planned learning experiences from  
27 accredited programs, such as summer school, university courses, and correspondence courses.  
28 Credit for work experience may be offered when the work program is a part of and supervised by  
29 the school.

30  
31 All classes attempted at Laurel High School and all acceptable transfer credits shall be recorded  
32 on the transcript. All grades earned, including failures and retakes, shall be recorded as such and  
33 utilized in the calculation of Grade Point Average and class rank. Credit shall be awarded only  
34 once regardless of repetition of the course.

35  
36 Dual Credit

37  
38 Dual credit allows high schools students to simultaneously earn credit toward both a high school  
39 diploma and college coursework that can lead to a postsecondary degree or certificate, or toward  
40 transfer to another college. The primary purpose of offering dual credit courses is to deliver high  
41 quality, introductory, college level courses to high-performing high school students. The  
42 Laurel School District has dual credit partnerships with [name of post-secondary institutions].  
43 Students interested in dual credit opportunities must meet with their building administration to  
44 determine available options.

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

### Honor Roll

A student must have a minimum grade-point average of 3.00 to be placed on the honor roll.

### Determination of Valedictorian(s)/ Salutatorian(s)

The valedictorian(s) and salutatorian(s) shall be the students with the highest cumulative grade point averages, based upon full-time attendance at the conclusion of seven (7) semesters. The students must have been enrolled in a accredited high school, as recognized by the state of Montana, for a minimum of three (3) full academic years.

Specific information regarding other honors at graduation are included in the student handbook.

### Class Rank (Grade Point Average)

Class Rank is compiled from semester grades.

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

### Procedure History:

Promulgated on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2411

4  
5 Early Graduation

6  
7 In accordance with provisions of Section 20-9-313, MCA, the Board of Trustees hereby authorizes the  
8 high school principal to grant permission to students who have completed the minimum requirements for  
9 graduation after completion of the seventh (7th) semester.

10  
11 1. Early Graduation Policy

12  
13 It is Laurel High School's policy to encourage students to attend for eight semester. The total high school  
14 experience has a great deal to offer students not only in the way of academic preparation, but high school  
15 also provided an environment where students can develop their social skills. Students interested in  
16 graduating early must meet the following requirements.

- 17  
18 1. Apply for early graduation before completion of the student's junior year.  
19 2. Successfully complete six semesters of high school.  
20 3. Complete all graduation requirements of District 7 & 7-70 by the requested date of early  
21 graduation.  
22 4. No semester grades below a "C".  
23 5. Provide justification for early graduation.  
24 6. Correspondence/Night School credit cannot be used for early graduation.  
25 7. Permission to graduate early may be nullified if the above requirements are not met.

26  
27 Reasons considered for early graduation shall include: a planned postsecondary educational program,  
28 medical, religious, or family emergency situations. Working to earn money for further education is not  
29 considered a substantial hardship and will not make a student eligible for early graduation.

30  
31 2. Early Graduation Process

32  
33 The student seeking early graduation must first discuss his/her plan with the appropriate school counselor.  
34 The counselor will meet with the student to complete the "Petition for Early Graduation." The completed  
35 form will be submitted to the principal. The principal will form a committee to consider the petition. The  
36 committee will be comprised of the principal, assistant principal, school counselor, and two teachers who  
37 have had the student in class. The student and parent/guardian will meet with the committee to discuss  
38 the petition. Following the meeting, the committee will recommend approval or denial of the petition. If  
39 the petition is denied by the Principal, the student may appeal the decision of the School Board. The  
40 decision of the Board shall be final.

41  
42 Note: If the student request for early graduation is approved, he/she forfeits the right to participate in any  
43 activities after the final semester is completed, other than graduation exercises.

44  
45 Procedure History:

46 Promulgated on: October 4, 2005  
47 Reviewed on: May 14, 2012  
48 Revised on:



**Laurel School District #7 & 7-70**

**INSTRUCTION**

2411F

**PETITION FOR EARLY GRADUATION FORM**

(Early Graduation is contingent upon meeting all criteria set forth in the school district Early Graduation Policy)

Student Name \_\_\_\_\_ Date \_\_\_\_\_ D.O.B \_\_\_\_\_

Credits Earned \_\_\_\_\_ Desired Date for Early Graduation \_\_\_\_\_ G.P.A. \_\_\_\_\_

**Student Statement**

Please write a statement as to why you desire to graduate early. Include career goals.

**Parent Statement**

Please write a statement as to why you support your son's/daughter's desire to graduate early.

Committee Meeting Date \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Student/Date \_\_\_\_\_ Parent/Guardian/Date \_\_\_\_\_

Counselor/Date \_\_\_\_\_ Parent/Guardian/Date \_\_\_\_\_

Teacher/Date \_\_\_\_\_ Principal/Date \_\_\_\_\_

Teacher/Date \_\_\_\_\_ Asst. Principal/Date \_\_\_\_\_

**Procedure History:**

Promulgated on: October 4, 2005

Reviewed on: April 10, 2012

Revised on:

INSTRUCTION

2413

page 1 of 2

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.

Request for review of courses for credit, may be made prior to enrolling or attending Laurel High School.

1. a. Only courses taken at age and grade appropriate level and offered at Laurel High School will be considered for credit. (i.e. U.S. History is a 11th grade class)
- b. Courses that do not meet standard (1a) will be considered for elective credits but not for specific credits required for graduation.
2. Courses in the following curriculum areas will be evaluated:  
Language Arts Fine Arts Math Practical Arts  
Science Social Studies  
PE/Health
3. Proof of work completed in the appropriate courses, required and elective, will be evaluated and approved or denied by the administration.
4. For courses that have met the requirements stated in #1, 2 and 3,a test will be administered by the Laurel High School faculty covering the topics vital to completion for credit. Prior to the test, the student will have access to materials relevant to the test, as available, and will have the opportunity to meet with the teachers involved. This will be arranged by the principal upon request of the student. The student must attain a 65% or better on the exam to earn credit for the course at Laurel High School. If a student fails to achieve 65% or better, they will be able to retake the test one time. The retake must occur no earlier than four weeks and no later than six weeks from the original test date.
5. This assessment procedure and test instrument will be administered in a uniform and fair manner.
6. Students must attend Laurel High School for at least one school year after enrolling to receive credit for courses from non-accredited, non-public schools.
7. If the parent or guardian disagrees with the assessment outcome they may appeal the principals decision to the superintendent and school board

Grades 1-8

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

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

The assessment-for-placement team will take into account the following in its recommendation for grade placement:

1. Documentation that the non-accredited, nonpublic school has provided a comparable number of hours as the child would have attended in a public or private school;
2. That the child followed a similar curriculum as would have been provided in an accredited public or private school;
3. standardized achievement tests results from the previous completed school year indicating satisfactory achievement levels or in the absence of prior achievement test scores, a district administered assessment test indicating satisfactory achievement appropriate to the grade level requested.

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

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

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

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

Policy History:

Adopted on: April 26, 1999

Reviewed on: April 10, 2012

Revised on:

2  
3 **INSTRUCTION**

2420

4  
5 Alternative Instructional Options

6  
7 The district recognizes there are a variety of programs, activities and opportunities that can  
8 complement, enhance, or substitute for regular district classes. These alternative learning  
9 experiences may or may not be available for credit which could substitute for district credit  
10 requirements. In any event, such experiences can be of substantial educational value and would  
11 warrant release of the student from regular class time during the school day. Approval of these  
12 experiences must be granted by the board in advance of the start of the experience.

13  
14 A proposal for approval shall be submitted first to the high school principal. The principal will  
15 evaluate the merit of the proposal utilizing the process and criteria approved by the board for  
16 such a purpose and make a recommendation to the board.

17  
18 The proposal shall include at least the following information:

- 19  
20 1. Name of program or experience  
21 2. Length of time for which approval is desired  
22 3. Objectives of the program or experience  
23 4. Description of how credits shall be determined if applicable  
24 5. Content outline of the program or experience  
25 6. Description of how student performance will be assessed  
26 7. Qualifications of instructional personnel/mentor  
27 8. Plans for monitoring and evaluating program or experience  
28

29 Approval criteria for such alternative learning experiences shall include, but not be limited to, the  
30 following:

- 31  
32 1. Grades and class standing of the student unless identified as at-risk  
33 2. Discipline record of the student  
34 3. Recommendations from staff or other interested people  
35 4. Demonstrated high level of commitment by the student towards successful completion of  
36 program or experience  
37 5. Reputation of program or experience  
38

39 A list of approved programs shall be kept on file in the high school and district offices.  
40  
41

42 Policy History:

43 Adopted on: April 26, 1999

44 Reviewed on: May 14, 2012

45 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **INSTRUCTION**

2421

4  
5 K-8 Must Pass and Retention

6  
7 The district recognizes that the rate of physical, social, emotional and academic growth will vary  
8 among individual students. Since each student grows at his/her own rate, these individual  
9 growth characteristics shall be recognized in classroom and school programming.

10  
11 Each school within the elementary district shall implement a Must Pass Policy whereby  
12 additional intervention and support is provided to students, when fiscally possible, who are  
13 struggling and meet criteria established by schools. Notifications of such programs will be made  
14 to parents each year. Interventions may include additional teaching time at recess, before and  
15 after school tutoring, and/or summer school. Individual achievement and attendance will be  
16 factored into students receiving services. Students who are absent from school will be expected  
17 to make up all work and may be placed in program until assignments are complete and to a level  
18 of teacher satisfaction.

19  
20 Also, successful participation in these programs may be required in or for a student to be  
21 promoted. Grade retention is a last resort to be used only when other interventions have been  
22 unsuccessful and it is deemed beneficial to the student. That benefit is likely when he/she is not  
23 demonstrating minimum competency in basic skill subjects in relation to ability and grade level  
24 and/or the student has absences beyond those allowable by the school attendance policy.  
25 Retention should not be considered, except in these instances where there is a strong likelihood  
26 that the student will benefit with minimum social and emotional disruption and additional  
27 academic learning time is needed. No student will be retained unless the staff has considered  
28 and eliminated identified disabling conditions as a causing factor. In grades K-8, parents shall be  
29 notified of possible retention after 3rd quarter grades are released with confirmation of retention  
30 prior to the end of the school year. The school district reserves the right to retain students.

31  
32  
33  
34 Policy History:

35 Adopted on: April 26, 1999

36 Reviewed on:

37 Revised on: June 12, 2006, April 10, 2012

2  
3 **INSTRUCTION**

2430

4  
5 Homework

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

12  
13 Homework may be assigned for one or more of the following purposes:

- 14  
15 1. Practice: To help students to master specific skills which have been presented in class.  
16 2. Preparation: To help students gain the maximum benefits from future lessons.  
17 3. Extension: To provide students with opportunities to transfer specific skills or concepts to  
18 new situations.  
19 4. Creativity: To require students to integrate many skills and concepts in order to produce  
20 original responses.

21  
22 The purposes of homework assignments, the basis for evaluating the work performed and the  
23 guidelines and/or rules should be made clear to the student at the time of the assignment.

24  
25 Homework due the following day will not be assigned on board designated family night.  
26  
27  
28

29 Policy History:

30 Adopted on: April 26, 1999

31 Reviewed on: April 10, 2012

32 Revised on:

2  
3 **INSTRUCTION**

2450

4  
5 Recognition of Native American Cultural Heritage

6  
7 The District is committed to:

8  
9 Periodically reviewing its curriculum and instruction to ensure the inclusion of cultural heritage  
10 of Native Americans, which will include but not necessarily be limited to:

- 11
- 12 • Considering methods by which to provide books and materials reflecting authentic  
13 historical and contemporary portrayals of Native Americans;
  - 14 • Taking into account individual and cultural diversity and differences among students;
  - 15 • Providing necessary training for school personnel, with the objective of gaining an  
16 understanding and awareness of Native American culture.  
17  
18  
19  
20  
21

22 Legal Reference: Art. X, Sec. 1(2), Montana Constitution  
23 §§ 20-1-501, et seq., MCA Indian Education for All  
24 10.55.603 ARM Curriculum and Assessment  
25 10.55.701 ARM Board of Trustees  
26 10.55.803 ARM Learner Access  
27

28 Policy History:

29 Adopted on: November 13, 2006

30 Reviewed on: April 10, 2012

31 Revised on:

INSTRUCTION

2510

page 1 of 2

School Wellness

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

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

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

The suggested guidelines for developing the wellness policy include:

**Nutrition Education**

All students K-12 shall receive nutrition education that teaches the knowledge and skills needed to adopt healthy eating behaviors and is aligned with the *Montana's Health Enhancement and National Association of Sport and Physical Activity/American Alliance of Health, Physical*

*Education, Recreation and Dance Physical Education Content Standards and Benchmarks*. Nutrition education shall be integrated into the curriculum. Nutrition information and education shall be offered throughout the school campus and based on the U.S. Dietary Guidelines for Americans. Staff who provide nutrition education shall have the appropriate training, such as in health enhancement or family and consumer sciences.



#### **Health Enhancement and Physical Activity Opportunities**

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

Health enhancement shall equip students with the knowledge, skills, and values necessary for lifelong physical activity. Health enhancement instruction shall be aligned with the *Montana's Health Enhancement and National Association of Sport and Physical Activity/American Alliance of Health, Physical Education, Recreation and Dance Physical Education Content Standards and Benchmarks*.

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

#### **Nutrition Standards**

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

The District shall monitor all food and beverages sold or served to students, including those available outside the federally regulated child nutrition programs (i.e., a la carte, vending, student stores, classroom rewards, fundraising efforts). The District shall consider nutrient density and portion size before permitting food and beverages to be sold or served to students. The Superintendent shall continually evaluate vending policies and contracts. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

#### **Other School-Based Activities Designed to Promote Student Wellness**

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

#### **Maintaining Student Wellness**

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

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

#### Policy History:

Adopted on: April 24, 2006

Reviewed on: April 10, 2012

Revised on: September 25, 2006, March 27, 2017

4  
5  
6 Bring Your Own Technology

7  
8 The Laurel School District recognizes the importance of technology and the educational benefits  
9 available through the use of technology. The use of portable electronic devices in the classroom  
10 can add educational value when such devices deliver content and extend, enhance or reinforce  
11 the student learning process. Classroom teachers determine the appropriateness of in-class use of  
12 electronic devices, consistent with district instructional objectives, and with approval of the  
13 building principal.

14  
15 All personal electronic devices must be used in a responsible, and legal manner. Students using  
16 their own devices are subject to the District Responsible Use Policy and guidelines, Board  
17 approved BYOT guidelines, all other Board policies and procedures, including but not limited to  
18 the student code of conduct. Failure to adhere to these guidelines may result in the revocation of  
19 the privilege to use personal electronic devices in the classroom and/or disciplinary action as  
20 appropriate.

21  
22 Personal devices are subject to administration or designee approval.

23  
24 Students at the high school level are permitted to use approved personal electronic devices for  
25 educational purposes under the direction of a classroom teacher.

26  
27 Students using their own electronic devices may access only the wireless Internet provided by  
28 the District. The District provided Internet access is filtered in compliance with the Children's  
29 Internet Protection Act. Internet access from outside sources is not permitted on school grounds  
30 in order to promote safe, filtered Internet access.

31  
32 BYOT activities are implemented at the discretion of classroom teachers and building  
33 administrators. When electronic devices are used to enhance learning in the classroom, students  
34 without a personal device will be provided access to an appropriate district-owned digital device.

35  
36 Violations of any board policies, regulations, or school rules involving a student's personal  
37 electronic device may result in the loss of use of the device in school and/or disciplinary action.  
38 The school reserves the right to inspect a student's personal electronic device if there is reason to  
39 believe that the student has violated board policies, regulations, school rules or has engaged in  
40 other misconduct while using their personal electronic device. Any search will be conducted in  
41 compliance with board policies.

42  
43 Student Responsibility

44  
45 The use of an approved personal electronic device is a privilege, and students may be denied  
46 access at any time. Students wishing to participate in the Bring your Own Technology program  
47 must comply with the following guidelines and procedures. Students:

1. must abide by the District Responsible Use Policy and Regulations, and are subject to all student code of conduct restrictions and disciplinary consequences relating to use or misuse of technology.
2. are responsible for ensuring the safety of their own personal devices. The District is not responsible for the loss or theft of a device, nor are they responsible for any damage done to the device while at school.
3. will use approved devices only for an educational purpose, and only when directed by a classroom teacher or administrator.
4. must keep devices turned off when not directed to use them.
5. may not use the camera feature to capture, record, or transmit audio, video or still photos of other students, faculty, or staff without explicit permission given by the subject of the photo or video.
6. are not to use the device in a manner that is disruptive to the educational environment.
7. exhibiting harassing, intimidating behavior or found bullying through the use of a personal electronic device are subject to discipline under the District Hazing and Bullying policy and procedures.
8. are responsible for servicing their personal electronic devices. The District will not service, repair or maintain any non-district owned technology brought to, and used at school by students.

Policy History:

Adopted on: April 29, 2019

Reviewed on:

Revised on:

## LAUREL SCHOOL DISTRICT

**R = required**

### 3000 SERIES

### STUDENTS

#### TABLE OF CONTENTS

3100 - 3100P	Student Enrollment, Exceptional Circumstances
3110	Entrance, Placement, and Transfer
<b>R</b> 3120	Compulsory Attendance
3121 - 3121P	Enrollment and Attendance Records
3122	Attendance Policy
<b>R</b> 3123	Attendance Policy - Truancy
3124	Military Compact Waiver
<b>R</b> 3125	Education of Homeless Children
<b>R</b> 3125F	McKinney-Vento Homeless Assistance Dispute Resolution Form
3130	Students of Legal Age
3141	Discretionary Nonresident Student Attendance Policy
3145	Foreign Exchange Students
3150	Part-Time Attendance
3200	Student Rights and Responsibilities
<b>R</b> 3210	Equal Education, Nondiscrimination and Sex Equity
3221 – 3221P	Student Publications
3222	Distribution and Posting of Materials
3224	Student Dress
<b>R</b> 3225	Sexual Harassment of Students
3225F	Harassment Reporting Form for Students
3225P	Sexual Harassment Grievance Procedure - Students
<b>R</b> 3226	Bullying/Harassment/Intimidation/Hazing
3231 - 3231P	Searches and Seizure
3233	Student Use of Buildings: Equal Access
3235	Video Surveillance
<b>R</b> 3300	Suspension and Expulsion – Corrective Action and Punishment
<b>R</b> 3310	Student Discipline
3310P	Discipline of Students With Disabilities
3311	Firearms and Weapons
3312	Detention
3330	Use of Alcohol-Sensor Device
3340	Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use
3410	Student Health/Physical Screenings/Examinations
3413	Student Immunization
3413F1	Medical Exemption Form for Immunization
3413F2	Religious Exemption Form for Immunization
3415-3415P	Management of Sports Related Concussions
3415F	Student Athlete & Parent/Legal Custodian Concussion Statement
3416	Administering Medicines to Students

3416F	Montana Authorization to Possess or Self-Administer Asthma, Severe Allergy, or Anaphylaxis Medication
3417	Communicable Diseases
3422	Suicide
3431	Emergency Treatment
3431F	Accident Report
3440 - 3440P	Removal of Student During School Day
3510	School-Sponsored Student Activities
<b>R</b> 3520	Student Fees, Fines, and Charges
3530	Student Fund-Raising Activities
3535	Distribution of Fund Drive Literature Through Students
3600 - 3600P - 3600F1	Student Records
<b>R</b> 3606	Transfer of Student Records
<b>R</b> 3608	Receipt of Confidential Records
3611	Gangs and Gang Activity
<b>R</b> 3612	District-Provided Access to Electronic Information, Services, and Networks
<b>R</b> 3612P	Acceptable Use of Electronic Networks
<b>R</b> 3612F	Internet Access Conduct Agreement
3630	Cell Phones and Other Electronic Equipment
3650	Pupil Online Personal Information Protection
3650F	Montana Data Privacy Agreement

Laurel School District#7 & 7-70

Adopted on: 07/02/2018

Reviewed on:

Revised on:

3100P

STUDENTS

---

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 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.
5. The Board shall make the final decision on the enrollment of students under the District's exceptional circumstances policy.

The trustees shall review this policy and procedure based on changing circumstances pertaining to the criteria used for determination of the program.

# Laurel School District #7 & 7-70

Adopted on: 07/02/2018

Reviewed on:

3100

## STUDENTS

Revised on:

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

It is the policy of the District to provide enhanced educational opportunities to students under the age of 5 when either individual exceptional circumstances exist and/or when Community-Based exceptional circumstances are present.

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

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

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

1. A child at least 3 years of age with a disability qualifying the child for services under the federal Individuals with Disabilities Education Act.
2. A child who is 4 years of age or older on or before September 10 of the school year in which enrollment is to occur who is Gifted and Talented within the meaning of that term as used in 20-7-901, MCA;

#### 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)	
MicKinney-Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, U.S.C. § 11301 et seq.	

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3110  
page 1 of 2

4  
5 Entrance, Placement, and Transfer

6  
7 Entrance, Date, and Age

8  
9 The trustees will enroll a child in kindergarten or in first grade whose fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>)  
10 birthday occurs on or before the tenth (10<sup>th</sup>) day of September of the school year in which the  
11 child is to enroll but is not yet 19 years of age. A child who meets the requirement of being six  
12 (6) years old, but who has not completed a kindergarten program, will be tested and placed at the  
13 discretion of the administration. The District requires proof of identity and an immunization  
14 record for every child to be admitted to District schools. The trustees may at their discretion  
15 assign and admit an adult who is 19 years of age or older if there are exceptional circumstances  
16 that merit waiving the age provision.

17  
18 School Entrance

- 19  
20 1. The District requires that a student's parents, legal guardian, or legal custodian present  
21 proof of identity of the child<sup>1</sup> to the school within forty (40) days of enrollment, as well  
22 as proof of residence in the District. Students who are not residents of the District may  
23 apply for admission pursuant to Policy 3141.  
24  
25 2. To be admitted to District schools, in accordance with the Montana Immunization Law, a  
26 child must have been immunized against varicella (chicken pox), diphtheria, pertussis,  
27 tetanus, poliomyelitis, rubella, mumps, and measles in the manner and with immunizing  
28 agents approved by the department. Immunizations may not be required if a child  
29 qualifies for conditional attendance or an exemption is filed as provided by Montana law.  
30  
31 3. The above requirements are not to serve as barriers to immediate enrollment of students  
32 designated as homeless or foster children as required by the Every Student Succeeds Act  
33 (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work  
34 with the local child welfare agency, the school last attended, or other relevant agencies to  
35 obtain necessary enrollment documentation and ensure a student receives education  
36 services in the best interests of the child. The Superintendent or designee shall serve as  
37 point of contact with all applicable agencies to review records, facilitate services and  
38 resolve disputes.  
39

40 Placement

41  
42 The District goal is to place students at levels and in settings that will increase the probability of  
43 student success. Developmental testing, together with other relevant criteria, including but not  
44 limited to health, maturity, emotional stability, and developmental disabilities, may be  
45 considered in the placement of all students. Final disposition of all placement decisions rests

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



with the principal, subject to review by the Superintendent or the Board.

3110  
page 2 of 2

### Transfer

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

Elementary Grades (K-8): A student transferring into the District will be admitted and placed subject to observation by appropriate teachers and a building principal during a probation period of two (2) weeks. Thereafter, should doubt arise as to initial grade and level placement of a student, school personnel will conduct an educational assessment to determine appropriate grade and level placement.

Secondary Grades (9-12) Credit Transfer: A transfer of credits from any secondary school is subject to a satisfactory examination of the following:

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

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

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

### Policy History:

Adopted on: July 24, 2000

Reviewed on:

1 Revised on: May 14, 2012, 09/08/15, 5/10/2018, 06/24/19

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

## STUDENTS

3120

Compulsory Attendance

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

Parents or legal guardians or legal custodians are responsible for seeing that their children who are age seven (7) or older before the first (1<sup>st</sup>) day of school attend school until the later of the following dates:

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

The provisions above do not apply in the following cases:

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

Compulsory attendance stated above will not apply when children:

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

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

Policy History:

Adopted on: July 24, 2000

Reviewed on:

Revised on: May 14, 2012

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3121  
page 1 of 2

4  
5 Enrollment and Attendance Records

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

10  
11 A district may only include, for ANB purposes, an enrolled student who is:

- 12  
13 • A resident of the district or a nonresident student admitted by trustees under a student  
14 attendance agreement and who is attending a school of the district;
- 15  
16 • Unable to attend school due to a medical reason certified by a medical doctor and  
17 receiving individualized educational services supervised by the district, at district  
18 expense, at a home or facility that does not offer an educational program;
- 19  
20 • Unable to attend school due to the student's incarceration in a facility, other than a youth  
21 detention center, and who is receiving individualized educational services supervised by  
22 the district, at district expense, at a home or facility that does not offer an educational  
23 program;
- 24  
25 • Living with a caretaker relative under § 1-1-215, MCA;
- 26  
27 • Receiving special education and related services, other than day treatment, under a  
28 placement by the trustees at a private nonsectarian school or private program if the  
29 student's services are provided at the district's expense under an approved individual  
30 education plan supervised by the district;
- 31  
32 • Participating in the Running Start Program at district expense under § 20-9-706, MCA;
- 33  
34 • Receiving education services, provided by the district, using appropriately licensed  
35 district staff at a private residential program or private residential facility licensed by the  
36 Department of Public Health and Human Services;
- 37  
38 • Enrolled in an educational program or course provided at district expense using electronic  
39 or offsite delivery methods, including but not limited to tutoring, distance learning  
40 programs, online programs, and technology delivered learning programs, while attending  
41 a school of the district or any other nonsectarian offsite instructional setting with the  
42 approval of the trustees of the district; or
- 43  
44 • A resident of the district attending a Montana job corps program under an interlocal  
45 agreement with the district under § 20-9-707, MCA.
- 46

- A resident of the district attending a Montana Youth Challenge Program under an interlocal agreement with the district under § 20-9-707, MCA.

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

### 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.

Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
	§ 20-9-311, MCA	Calculation of average number belonging (ANB)
		-- three-year averaging.
	§ 20-9-706, MCA	Running start program – authorizing class credits at
		postsecondary institution – eligibility – payment for
		credits
	§ 20-9-707, MCA	Agreement with Montana youth challenge program
		or accredited Montana job corps program
	29 U.S.C. 794	Nondiscrimination under Federal grants
		and programs
	34 CFR 300.1, et seq.	Assistance to states for the education of children
		with disabilities

### Policy History:

Adopted on: May 14, 2012

Reviewed on:

Revised on: 5/10/2018

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3121P  
page 1 of 2

4  
5 Enrollment and Attendance Records

6  
7 Average Number Belonging

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

15 For a child to be counted for ANB purposes:

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

27 Enrollment in a program for fewer than 180 aggregate hours of pupil instruction per school year  
28 may not be included for ANB purposes, unless the pupil has demonstrated proficiency in the  
29 content ordinarily covered by the instruction as determined by the school board using district  
30 assessments. The ANB must be converted to an hourly equivalent based on the hours of  
31 instruction ordinarily provided for the content over which the student has demonstrated  
32 proficiency. 20-9-311(4)(d).  
33

34 Homebound Students

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

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

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

#### Attendance Accounting

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

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

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

#### Procedure History:

Promulgated on: May 14, 2012

Reviewed on:

Revised on: 09/08/15

2  
3 **STUDENTS**

3122

4  
5 Attendance Policy

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

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

19  
20 Parents/guardians are to keep the school informed of their child's absence. They also have the  
21 right to keep the student out of school for illness or other valid reasons. Parents/guardians are  
22 expected to comply with state and local school laws and rules regarding school attendance.  
23 Parents/guardians will be kept informed of their child's absence.

24  
25 Teachers have a right to expect regular attendance from their students. Teachers should not be  
26 expected to perform burdensome work as a result of unjustifiable student absences. Teachers  
27 shall assist students with makeup work whenever absences have been for a good cause.

28  
29 Specific school building regulations on attendance and tardies can be found in the respective  
30 student handbooks.

31  
32  
33 Policy History:

34 Adopted on: July 24, 2000

35 Reviewed on: May 14, 2012

36 Revised on:



STUDENTS

3123

Attendance Policy - Truancy

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

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

The Laurel school district's definition of non-attendance without excuse is stated in the respective student handbooks.

The Laurel School district has appointed [name/position of district staff] as the attendance officer(s) of the district.

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, MCA.

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

Procedure History:

Promulgated on: 03/10/14

Reviewed on:

Revised on:

# Laurel School District # 7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

3124-R

STUDENTS

Page 1 of 5

## 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.

Upon receipt of the unofficial educational records, the District shall enroll and appropriately place the student based upon the information the school receives in the unofficial educational records, pending validation by the official records, as soon as possible.

2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional placement of a qualifying student at the District, the District shall request the student's official educational records from their last school of attendance.

A school receiving such a request shall process the official educational records request and furnish such within a period of ten (10) days, or within the timeline determined to be reasonable by the Interstate Commission.

3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of enrollment, or such other time frame as determined by the rules of the Interstate Commission, within which students may obtain any immunizations required by the District. Where the District's requirements include a series of immunizations, initial vaccinations must be obtained within thirty (30) days, or within the timeline determined to be reasonable by the Interstate Commission.

4. **Kindergarten and First Grade Entrance Age:** Students shall be allowed to continue their enrollment at grade level at the District, commensurate with their grade level from their receiving school, including kindergarten, at the time of transition. However, the provisions of Montana Code 20-5-101 regarding trustees enrolling a child in kindergarten 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>) day of September of the school year in which the child is to enroll but is not yet 19 years of age, shall continue to apply.

A student who has satisfactorily completed the prerequisite grade level in the sending school shall be eligible for enrollment in the next highest grade level in the District, at the receiving school, regardless of age.

A student who is transferring into the District after the start of the school year shall enter the District on the student's validated grade level from an accredited school in the sending state.

#### Placement and Attendance

1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall place the student in courses consistent with the student's courses in the sending school and/or the school's educational assessments.

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.

Eligibility

1. **Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship of a student of a military family and executed under applicable law shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

The receiving District shall not charge tuition to a transitioning military student placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent.

A transitioning military student, placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he or she was enrolled when residing with the custodial parent.

2. **Eligibility for Extra-Curricular Activity Participation:** The District shall facilitate the opportunity for transitioning military students' inclusion in extracurricular activities, regardless of application deadlines, to the extent the student is otherwise qualified.

Graduation

In order to facilitate the on-time graduation of children of military families, the receiving District shall incorporate the following procedure:

1. **Graduation Course Requirements – Waiver:** The receiving District's Administration, through the Superintendent or designee, shall waive specific courses that are required for graduation if similar coursework has been satisfactorily completed at another school.

If the District does not waive the specific course requirement for graduation, the District shall provide a reasonable justification for the denial. This justification shall be provided to the parent/legal guardian in writing.

If the receiving District does not waive the specific course requirement for graduation and the student would have otherwise qualified to graduate from the sending school, the receiving District shall provide an alternative means of acquiring required course work to ensure that the student's graduation will occur on time.

2. **Exit Exams:** In lieu of testing requirements required for graduation at the receiving District, the District and the State of Montana shall accept any or all of the following:

- A. Exit exams or end-of-course exams required for graduation from the sending school;
- 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

**STUDENTS**

3125

Education of Homeless Children

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

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

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

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

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

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

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

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on: October 28, 2002  
 Reviewed on: May 14, 2012  
 Revised on: 5/10/2018, 06/24/19

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3130  
page 1 of 2

4  
5 Students of Legal Age

6  
7 Every student eighteen (18) years of age or older will be deemed to be an adult and will have  
8 legal capacity to act as such. Such students, like all other students, will comply with the rules  
9 established by the District, pursue the prescribed course of study, and submit to the authority of  
10 teachers and other staff members as required by policy and state law.

11  
12 Admission to School

13  
14 The residence of an adult student who is not residing with a parent or guardian will be  
15 considered the residence for school purposes.

16  
17 Field Trips/Athletic Programs

18  
19 Approved forms for participation will be required of all students. The form should indicate that  
20 the signature is that of the parent or the adult student. Sponsors or coaches will be required to  
21 confirm the ages of those students signing their own forms.

22  
23 Absence/Lateness/Tuancy

24  
25 Absence notes, normally signed by parents or guardians, may be signed by adult students.  
26 Excessive absences will result in consequences according to policy 3122P and will be reported  
27 on the report card.

28  
29 Suspension/Expulsion

30  
31 All suspension and/or expulsion proceedings will conform to the requirements of state statutes.  
32 Notification of all such proceedings will be sent to parents or guardians. Adult students,  
33 however, are permitted to represent themselves if they so choose.

34  
35 Withdrawal From School

36  
37 Adult students may withdraw from school under their own cognizance. Counselors will guide  
38 and counsel potential dropouts and encourage their continued attendance. Parents will be notified  
39 of impending dropouts by the school.

40  
41 Permission to Inspect Student Records

42  
43 A student that attains the age of legal majority is an “eligible student” under FERPA. An eligible  
44 student has the right to access and inspect their student records. An eligible student may not  
45 prevent their parents from accessing and inspecting their student records if they are a dependent  
46 of their parents in accordance with Internal Revenue Service regulations.



Report Cards

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

Excuses From School

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

Financial Responsibility

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

Policy History:

Adopted on: July 24, 2000

Reviewed on: May 14, 2012

Revised on: 12/08/14

**Laurel School District #7 & 7-70**

**STUDENTS**

3141

page 1 of 2

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 make recommendation to the Board annually regarding tuition rates and to seek authorization to approve out-of-district applications for each upcoming school year.
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.
4. 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. Those who apply for admission after June 15 will be assessed an additional \$50.00 in tuition per student, and are subject to a waiting period for processing and approval based on staff availability and enrollment numbers. Applications will not be taken after January 15<sup>th</sup> for enrollment in the current school year.
5. 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 semester, barring registration in another District. At the completion of the semester a student must apply as a nonresident student in accordance with #5.
7. The administration of the tuition procedures applying to nonresident students of the school district shall be in accordance and compliance with Montana law.

**Out-of-District Student Tuition (Per Year)**

Elementary K-6		
2018-2019		45% of maximum allowed by law
2019-2020 and beyond		50% of maximum allowed by law
High School 7-12		
2018-2019		45% of maximum allowed by law
2019-2020 and beyond		50% of maximum allowed by law

3141



2  
3 **STUDENTS**

3145

4  
5 Foreign Exchange Students

6  
7 It is the policy of the Board to recognize the benefits from foreign exchange students in the  
8 District. The Board does not, however, sponsor foreign exchange programs or provide financial  
9 contributions to any foreign exchange students. The Board assumes no responsibility or control  
10 over items such as travel, living accommodations, funding, insurance, etc., which remain the  
11 responsibility of the sponsor and/or student.

12  
13 J-1 visa holders (students sponsored by an approved foreign exchange organization) are eligible  
14 to attend either elementary or secondary school. Any sponsoring organization must have a local  
15 representative, be a nonprofit organization, and be approved by the Council on Standards for  
16 International Education Travel. F-1 visa holders (individual foreign students sponsored by  
17 relatives or friends) may not attend the District.

18  
19 The following guidelines will be used in admitting foreign exchange students:

- 20  
21 1. A maximum of six students will be allowed to attend Laurel High School.  
22 2. Companies that presently have students placed will have priority in placing students for  
23 the next year. The deadline to ensure placement will be the last day of the school year.  
24 3. Students will be registered by grade according to the following age categories:  
25 Freshman- 14  
26 Sophomore -15  
27 Junior -16  
28 Senior- 17  
29 4. Graduation diplomas will not be given. Students will receive certificates of attendance  
30 and may participate in the graduation ceremonies.  
31 5. All student records and proper immunization records must be received before  
32 registration.  
33 6. Unless special circumstances exist, only 3 companies will be allowed to place students in  
34 a given year. Further, unless space is available, each company will be limited to 2  
35 students each year.

36  
37  
38 Legal Reference: 20 U.S.C. 221, et seq. Foreign and Exchange Students

39  
40 Policy History:

41 Adopted on: July 24, 2000

42 Reviewed on: May 14, 2012

43 Revised on:

**STUDENTS**

3150

Part-Time Attendance

It is the policy of Laurel Public Schools to allow registered homeschool students who reside in the district to enroll on a part-time basis. Students requesting part-time enrollment will be reviewed on a case-by-case basis. Decisions regarding part-time enrollment will be made by the building principal.

1. Middle school and high school students (6-12) must enroll for at least 3 periods per day. Elementary (K-5) students must attend a minimum either a complete morning or complete afternoon session.
2. The principal will consider, but is not limited to the following criteria when accepting or denying part-time enrollment:
  - a. acceptance of a student shall not create an excess student enrollment in the requested class;
  - b. acceptance of a student shall not create need for an additional staff member;
  - c. acceptance of a student shall not cause the creation of a new section of the requested class (6-12);
  - d. regular full-time students shall have first priority on any available space;
3. When a number of part-time students have requested admission into the same class, they will be accepted on a first-come basis as long as feasible within the criteria.
4. In the event the class enrollment position of a part-time student is needed for a regular full-time student during the course of the year, the full-time student will have priority for the position beginning with the next semester after the need is identified.
5. Bus space will be provided for eligible riders on a space available basis only.
6. High school graduation will be extended only to those students who meet the requirements as specified by board policy and the state of Montana.
7. Part-time students enrolled at LHS under this policy will not be eligible for class rankings or to participate in MHSA sanctioned sports and activities.
8. All applicable school rules and district policies will apply to part-time students.

Legal Reference:       § 20-9-311(a), MCA   Calculation of average number belonging (ANB) – 3-year averaging

Policy History:

Adopted on:   April 26, 1999

Reviewed on:

Revised on:   May 14, 2001, May 14, 2012

**STUDENTS**

3200

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)

Policy History:

Adopted on:    July 24, 2000

Reviewed on: May 14, 2012

Revised on:

2  
3 **STUDENTS**

3210

4  
5 Equal Educational Opportunity, Nondiscrimination, and Sex Equity

6  
7 The District will make equal educational opportunities available for all students without regard  
8 to race, color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical  
9 or mental handicap or disability, economic or social condition, actual or potential marital or  
10 parental status. No student will be denied equal access to programs, activities, services, or  
11 benefits or be limited in the exercise of any right, privilege, or advantage, or denied equal access  
12 to educational and extracurricular programs and activities.

13  
14 Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be  
15 directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the  
16 Department of Education, or both. The Board designates the following individual to serve as the  
17 District's Title IX Coordinator:

18  
19 Title: Joseph Patton, Human Resources Director  
20 Office address: 410 Colorado Ave, Laurel, MT  
21 Email: joseph\_patton@laurel.k12.mt.us  
22 Phone number: 406-628-3352  
23

24 Inquiries regarding discrimination on the basis of disability or requests for accommodation  
25 should be directed to the District Section 504 Coordinator. The Board designates the following  
26 individual to serve as the District's Section 504 Coordinator:

27  
28 Title: Sara Evans, Student Services Coordinator  
29 Office address: 410 Colorado Ave, Laurel, MT  
30 Email: sara\_evans@laurel.k12.mt.us  
31 Phone number: 406-628-3312  
32

33 Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights  
34 and Responsibilities, Policy 3225/3225P-Sexual Harassment, or Policy 3226-  
35 Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform  
36 Complaint Procedure.

37  
38 The District, in compliance with federal regulations, will notify annually all students, parents,  
39 staff, and community members of this policy and the designated coordinator to receive inquiries.  
40 This annual notification will include the name and location of the coordinator and will be  
41 included in all handbooks.

42  
43 The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence  
44 against students, staff, or volunteers with disabilities. The District will consider such behavior as  
45 constituting discrimination on the basis of disability, in violation of state and federal law.  
46  
47

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

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

Policy History:

Adopted on:

Reviewed on:

Revised on: 611/18, 1012/20



2  
3 **STUDENTS**

3225

page 1 of 3

4  
5 Sexual Harassment of Students

6  
7 The District does not discriminate on the basis of sex in any education program or activity that it  
8 operates. The District is required by Title IX of the Education Amendments of 1972 and the  
9 regulations promulgated through the U.S. Department of Education not to discriminate in such a  
10 manner. Inquiries about the application of Title IX to the District may be referred to the  
11 District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of  
12 Education, or both.

13  
14 The Board designates the following individual to serve as the District's Title IX Coordinator:

15  
16 Title: Joseph Patton, Human Resources Director  
17 Office address: 410 Colorado Ave, Laurel, MT  
18 Email: joseph\_patton@laurel.k12.mt.us  
19 Phone number: 406-628-3352  
20

21 Any person may report sex discrimination, including sexual harassment, at any time, including  
22 during non-business hours. Such a report may be made in person, by mail, by telephone or by  
23 electronic mail, using the contact information listed for the Title IX Coordinator, or by any other  
24 means that results in the Title IX Coordinator receiving the person's verbal or written report.  
25

26 For purposes of this policy and the grievance process, "sexual harassment" means conduct on the  
27 basis of sex that satisfies one or more of the following:  
28

- 29 1. A District employee conditioning the provision of an aid, benefit, or service of the  
30 District on an individual's participation in unwelcome sexual conduct;  
31  
32 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and  
33 objectively offensive that it effectively denies a person equal access to the District's  
34 education program or activity or  
35  
36 3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in  
37 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or  
38 "stalking" as defined in 34 USC 12291(a)(30).  
39

40 When the harassment or discrimination on the basis of sex does not meet the definition of sexual  
41 harassment, the Title IX Coordinator directs the individual to the applicable sex discrimination  
42 process for investigation.  
43

44 An individual is not required to submit a report of sexual harassment involving the Title IX  
45 coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged  
46 harassment, the individual may report the allegations to the building principal or superintendent  
47 or other unbiased school official.

#### Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

#### Confidentiality

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

#### Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

#### Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, when applicable, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual

behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

### Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates 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.

### Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in Policy 3225P. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Cross Reference: Policy 3210 - Equal Education, Nondiscrimination and Sex Equity  
Policy 3225P – Sexual Harassment Procedures

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

### Policy History:

Adopted on: July 24, 2000

Reviewed on:

Revised on: May 14, 2012, 06/24/19, 10/12/20

## Sexual Harassment Reporting/Intake Form for Students

This form is not required. Complaints may be submitted in any manner noted in Policy 3225. The form may be used by the Title IX Coordinator to document allegations.

School \_\_\_\_\_ Date \_\_\_\_\_

Student's name \_\_\_\_\_

• Who was responsible for the harassment or incident(s)? \_\_\_\_\_

\_\_\_\_\_

• Describe the incident(s). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• Were other individuals involved in the incident(s)? ☐ yes ☐ no

If so, name the individual(s) and explain their roles. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• Did anyone witness the incident(s)? ☐ yes ☐ no

If so, name the witnesses. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• Did you take any action in response to the incident? ☐ yes ☐ no

If yes, what action did you take? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• Were there any prior incidents? ☐ yes ☐ no

If so, describe any prior incidents. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signatures of parents/legal guardians \_\_\_\_\_

*Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will remain confidential in accordance with law and policy.*

2  
3 **STUDENTS**

3225P

page 1 of 9

4  
5  
6 Sexual Harassment Grievance Procedure - Students

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

12  
13 Definitions

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

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

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

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

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

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

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

40  
41 District Requirements

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

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

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

#### Timelines

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

#### Response to a Formal Complaint

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

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and

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

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

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

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

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

Investigation of a Formal Complaint

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

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

Dismissal of Formal Complaints

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



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

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

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

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

#### Evidence Review

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

#### Investigative Report

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

#### Decision-Maker's Determination

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

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

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

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

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

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

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

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

#### Appeals

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

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

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

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

Informal Resolution Process

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

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

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

Recordkeeping

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

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

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

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

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

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

Policy History:

Adopted on: 10/12/20

Reviewed on:

Revised on:

STUDENTS

3226

Page 1 of 3

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

1. "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.
2. "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.
3. "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.
4. "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.
5. "Electronic communication device" means any mode of electronic communication, including but not limited to computers, cell phones, PDAs, or the internet.

Reporting

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

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

Exhaustion of administrative remedies

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

Responsibilities

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

When an employee has actual knowledge that behavior in violation of this policy is sexual harassment, the employee must contact the Title IX Coordinator. The Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

Consequences

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

Retaliation and Reprisal

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

Cross Reference:       3225    Sexual Harassment  
                              3225    Sexual Harassment Grievance Procedure  
                              3225F   Harassment Reporting/Intake Form for Students

Legal Reference:       § 20-5-207, MCA       “Bully-Free Montana Act”  
                              § 20-5-208, MCA       Definition  
                              § 20-50-209, MCA       Bullying of student prohibited

§ 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

Policy History:

Adopted on:      January 9, 2006

Reviewed on:

Revised on:      May 14, 2012, 09/08/15, 10/12/20



1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3231P

4  
5 Searches and Seizure

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

- 9
- 10 1. The Superintendent, Principal, and authorized assistants of either shall be authorized to  
11 conduct any searches or to seize property on or near school premises, as further provided  
12 in this procedure  
13
  - 14 2. If the authorized administrator has reasonable suspicion to believe that any locker, car,  
15 or other container of any kind on school property contains any item or substance which  
16 constitutes an imminent danger to the health and safety of any person or to the property  
17 of any person or the District, the administrator is authorized to conduct a search of any  
18 car or container and to seize any such item or substance without notice or consent.  
19
  - 20 3. No student shall hinder, obstruct, or prevent any search authorized by this procedure.  
21
  - 22 4. If a student is searched no contraband is found, the parents/guardians will be contacted  
23 immediately upon completion of the search.  
24
  - 25 5. In any instance where an item or substance is found which would appear to be in  
26 violation of the law, the circumstance shall be reported promptly to the appropriate law  
27 enforcement agency.  
28
  - 29 6. A report on each search will be sent to the superintendent.  
30

31 Canine Detection

- 32
- 33 1. Only the principal, vice principal, the superintendent and appropriate law enforcement  
34 agencies will know in advance what day and time the searches will occur.  
35
  - 36 2. The searches will be unannounced.  
37
  - 38 3. If the canine identifies a locker, the student will be notified and present when the  
39 principal or assistant principal conducts the search of the locker and its contents. Law  
40 enforcement personnel present may offer suggestions on the search process to facilitate a  
41 thorough and complete search. If the officer handling the dog believes it is appropriate,  
42 lockers on either side of the locker identified by the dog will be searched as well.  
43
  - 44 4. Procedures when the canine identifies a vehicle are outlined in Policy 3231.  
45  
46

5. If contraband is found it will be turned over to law enforcement and further appropriate action taken in accordance with Policy 3231 and other district policies and/or state and Federal statutes that may apply.

6. A report on each search will be sent to the superintendent.

Procedure History:

Promulgated on: May 14, 2001

Reviewed on:

Revised on: May 14, 2012, June 24, 2019

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3231  
page 1 of 2

4  
5 Searches and Seizure

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

14  
15 The search of a student, by authorized school authorities, is reasonable if it is both: (1) justified  
16 at its inception, and (2) reasonably related in scope to the circumstances which justified the  
17 interference in the first place.

18  
19 School authorities are authorized to utilize any reasonable means of conducting searches,  
20 including but not limited to the following:

- 21  
22 1. A “pat down” of the exterior of the student’s clothing;  
23 2. A search of the student’s clothing, including pockets;  
24 3. A search of any container or object used by, belonging to, or otherwise in the possession  
25 or control of a student; and/or  
26 4. Noninvasive devices or tools may include breath-test instruments, saliva test strips, hand  
27 swabs, metal detector wand or other devices.

28  
29 The “pat down” or “search” of a student, if conducted, will be conducted by a school official or  
30 employee of the same gender as the student being searched.

31  
32 School Property and Equipment and Personal Effects of Students

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

36  
37 The Superintendent or designee may request the assistance of law enforcement officials,  
38 including their use of specially trained dogs, to conduct inspections and searches of buildings  
39 and classrooms, lockers, desks, parking lots, and all other school property and equipment for  
40 illegal drugs, weapons, or other illegal or dangerous substances or material.

41  
42 Students

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

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

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

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

#### Seizure of Property

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

Legal Reference: *Safford Unified School Dist. No. 1 v. Redding*, \_\_\_\_ U.S. \_\_\_\_, 129 S.Ct. 2633 (2009)  
*Terry v. Ohio*, 392 U.S. 1, 20 (1968)  
*B.C. v. Plumas*, (9th Cir. 1999) 192 F.3d 1260

#### Policy History:

Adopted on: July 24, 2000

Reviewed on:

Revised on: May 14, 2012, February 9, 2015, June 24, 2019

Revised on: May 14, 2012, 02/09/15

2  
3 **STUDENTS**

3233

4  
5 Student Use of Buildings: Equal Access

6  
7 Non-curriculum-related secondary school student organizations may conduct meetings on school  
8 premises without intervention on the basis of the religious, political, philosophical, or other  
9 content of the meeting.

10  
11 The following criteria must be met:

- 12  
13 1. The meeting is voluntary and student-initiated.  
14  
15 2. There is no sponsorship of the meeting by the school, the government, or its agents or  
16 employees.  
17  
18 3. The meeting must occur during non-instructional time on regular school days.  
19  
20 4. Employees or agents of the school or government are present only in a non-participatory  
21 capacity.  
22  
23 5. The meeting does not materially and substantially interfere with the orderly conduct of  
24 educational activities within the school.  
25  
26 6. Non-school persons may not direct, conduct, control, or regularly attend activities.

27  
28 Although the school assumes no sponsorship of these kinds of meetings, all meetings held on  
29 school premises must be scheduled and approved by the principal.

30  
31 This policy pertains to student meetings in the middle school and high school. The school has  
32 the authority, through its agent or employees, to maintain order and discipline on school  
33 premises and to protect the well-being of students and faculty.  
34  
35  
36

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

40 Policy History:

41 Adopted on: June 10, 1996

42 Reviewed on: May 14, 2012

43 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3235

4  
5 Video Surveillance

6  
7 The Board authorizes the use of video cameras on District property to ensure the health, welfare,  
8 and safety of all staff, students, and visitors to District property and to safeguard District  
9 buildings, grounds, and equipment. The Superintendent will approve appropriate locations for  
10 video cameras.

11  
12 The Superintendent will notify staff and students, through staff and student handbooks or by  
13 other means, that video surveillance may occur on District property. A notice will also be posted  
14 at the main entrance of all District buildings, and on all buses, indicating the use of video  
15 surveillance.

16  
17 The District may choose to make video recordings a part of a student's educational record or of a  
18 staff member's personnel record. The District will comply with all applicable state and federal  
19 laws related to record maintenance and retention.

20  
21 It is the decision of the District that video recordings may include audio. The Superintendent  
22 will notify staff and students through staff and student handbooks or by other means that video  
23 surveillance, with audio, may occur on District property. A notice will also be posted at the main  
24 entrance of all District buildings, and on all buses, in which video/audio surveillance may occur.

25  
26  
27  
28 Cross Reference: 3600 Student Records

29  
30 Policy History:

31 Adopted on: July 24, 2000

32 Reviewed on:

33 Revised on: May 14, 2012

2  
3 **STUDENTS**

3300

page 1 of 3

4  
5 Suspension and Expulsion - Corrective Actions and Punishment

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

8  
9 Suspension

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

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

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

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

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

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

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

42  
43 Students who are suspended from any class or from school entirely have the right to make up any work  
44 missed according to the student handbook.

45  
46 Expulsion

- 47  
48 • “Expulsion” is any removal of a student for more than twenty (20) school days without the  
49 provision of educational services. Expulsion is a disciplinary action available only to the Board.

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

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

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

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

Each school shall maintain a record of any disciplinary action that is educationally related, with explanation, taken against the student. When the Board of Trustees takes disciplinary action against a student, the Board must keep a written record of the action taken, with detailed explanation, even if the disciplinary action is decided during a closed session. A disciplinary action that is educationally related is an action that results in the expulsion or out-of-school suspension of the student. This record must be maintained/destroyed consistent with Montana Local Government Records Schedule 7, and is subject to transfer to a local educational agency, accredited school, or nonpublic school pursuant to 20-1-213, MCA.

#### Procedures for Suspension and Expulsion of Students With Disabilities

The District will comply with provisions of the Individuals with Disabilities Education Act (IDEA) and Rehabilitation Act when disciplining students. The Board will not expel any special education student when the student's particular act of gross disobedience or misconduct is a manifestation of the student's disability. The Board may expel pursuant to its expulsion procedures any special education student whose gross disobedience or misconduct is not a manifestation of the student's disability. A disabled student will continue to receive education services as provided in the IDEA or Rehabilitation Act during a period of expulsion.

A building administrator may suspend a child with a disability from the child's current placement for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement under 34 CFR 300.519(b), whether or not a student's gross disobedience or misconduct is a manifestation of a student's disabling condition. Any special education student who has exceeded or who will exceed ten (10) days of suspension may temporarily be excluded from school by court order or by order of a hearing officer, if the District demonstrates that maintaining the student in the student's current placement is substantially likely to result in injury to the student or to others. After a child with a disability has been removed from his or her placement for more than ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to the extent required under 34 CFR 300.121(d).



An administrator may remove from current placement any special education student who has carried a weapon to school or to a school function or who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function or inflicts serious bodily injury on another person while at school on school premises, or at a school function under the jurisdiction. A serious bodily injury is one that involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ or faculty. The District will place such student in an appropriate interim alternative educational setting for no more than forty-five (45) school days in accordance with the IDEA or Rehabilitation Act.

Legal Reference:	20 U.S.C. 1400, et seq.	Individuals with Disabilities Education Act
	34 CFR 300.519-521	Procedural Safeguards
	§ 20-1-213, MCA	Transfer of School Records
	§ 20-4-302, MCA	Discipline and punishment of pupils –definition of corporal punishment – penalty – defense
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	§ 20-5-105, MCA	Attendance officer – powers and duties
	§ 20-5-106, MCA	Truancy
	§ 20-5-201, MCA	Duties and sanctions
	§ 20-5-202, MCA	Suspension and expulsion
	ARM 10.16.3346	Aversive Treatment Procedures
	ARM 10.55.910	Student Discipline Records
	<i>Goss v. Lopez</i> , 419 US 565 (1975)	
	Section 504 IDEA	

Policy History:

Adopted on: July 24, 2000

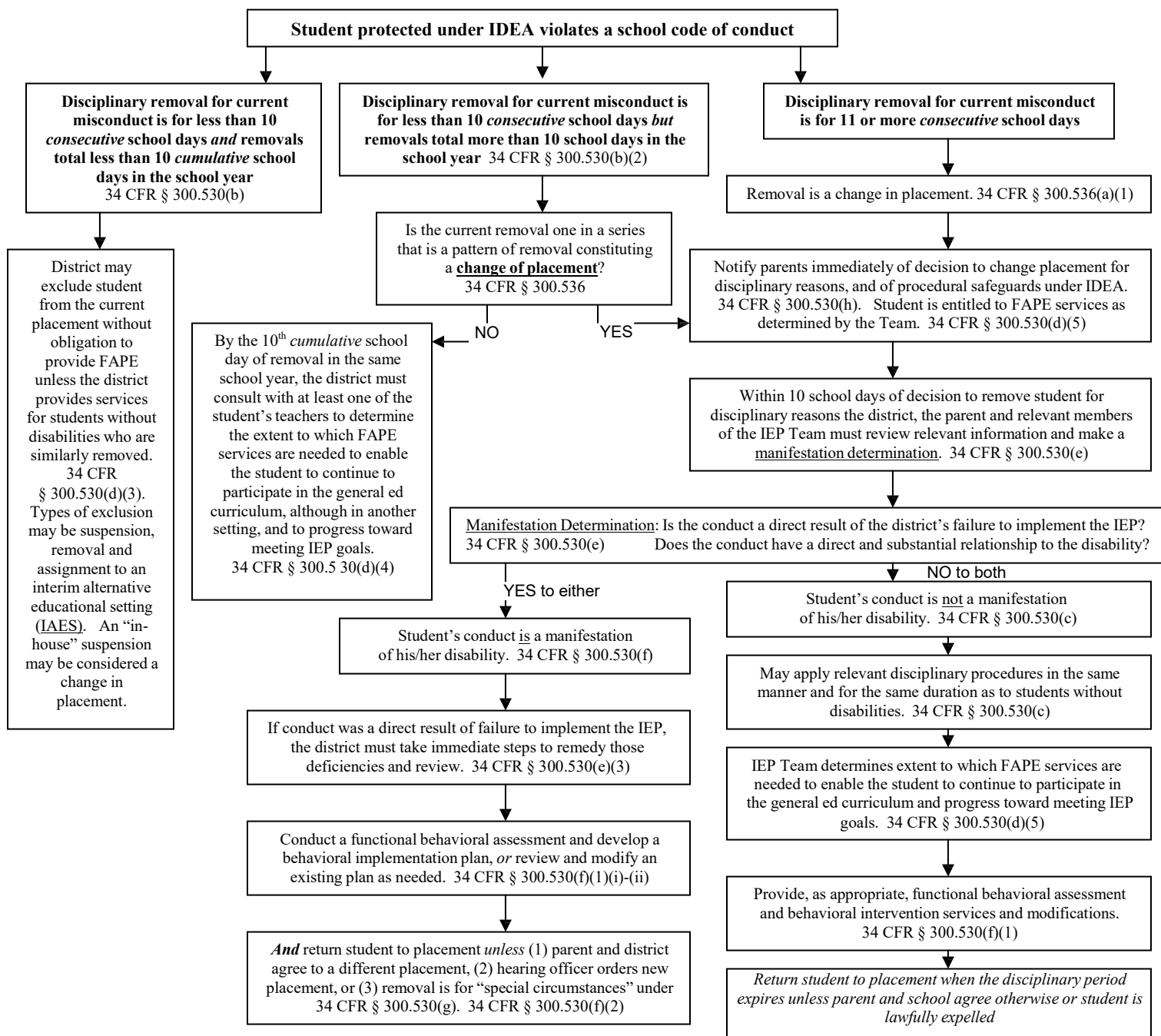
Reviewed on:

Revised on: May 14, 2012, 12/08/14, 5/10/2018

# Discipline of Special Education Students Under IDEA 2004

## 20 U.S.C. § 1415(k) and 34 CFR §§ 300.530-300.536

- This chart should be read in conjunction with discipline procedures in state law, M.G.L. c. 71, §§ 37H & 37H1/2, and district-wide and school-wide student codes of conduct.
- Protections in the IDEA apply to students who have been found eligible for special education and to students for whom the school is deemed to have knowledge that the child might have a disability (i.e., students who have not yet been found eligible but the school had a basis of knowledge of a disability, including students who have been referred for initial evaluation). 34 CFR § 300.354
- Beginning on the 11<sup>th</sup> school day of a student's disciplinary removal during the school year, and if removal is a change in placement, the student must be provided free appropriate public education (FAPE) services during the period of removal to allow him/her to continue to participate in the general education curriculum and progress towards IEP goals, even if in a different setting. 34 CFR § 300.530(b) & (d).
- If the conduct that the student is being disciplined for involves the "special circumstances" of weapons, illegal drugs, controlled substances, or serious bodily injury, school personnel may remove the student to an interim alternative educational setting (IAES) for up to 45 school days, regardless of the manifestation determination. 34 CFR § 300.530(g). The IEP Team must determine the IAES.
- Although the following flowchart lays out the steps that a school district must take when disciplining a student with a disability, it is important to remember that at any point the parent and school district can agree to change a student's placement for disciplinary reasons. Agreements should be in writing, and signed by the school personnel and the parent.

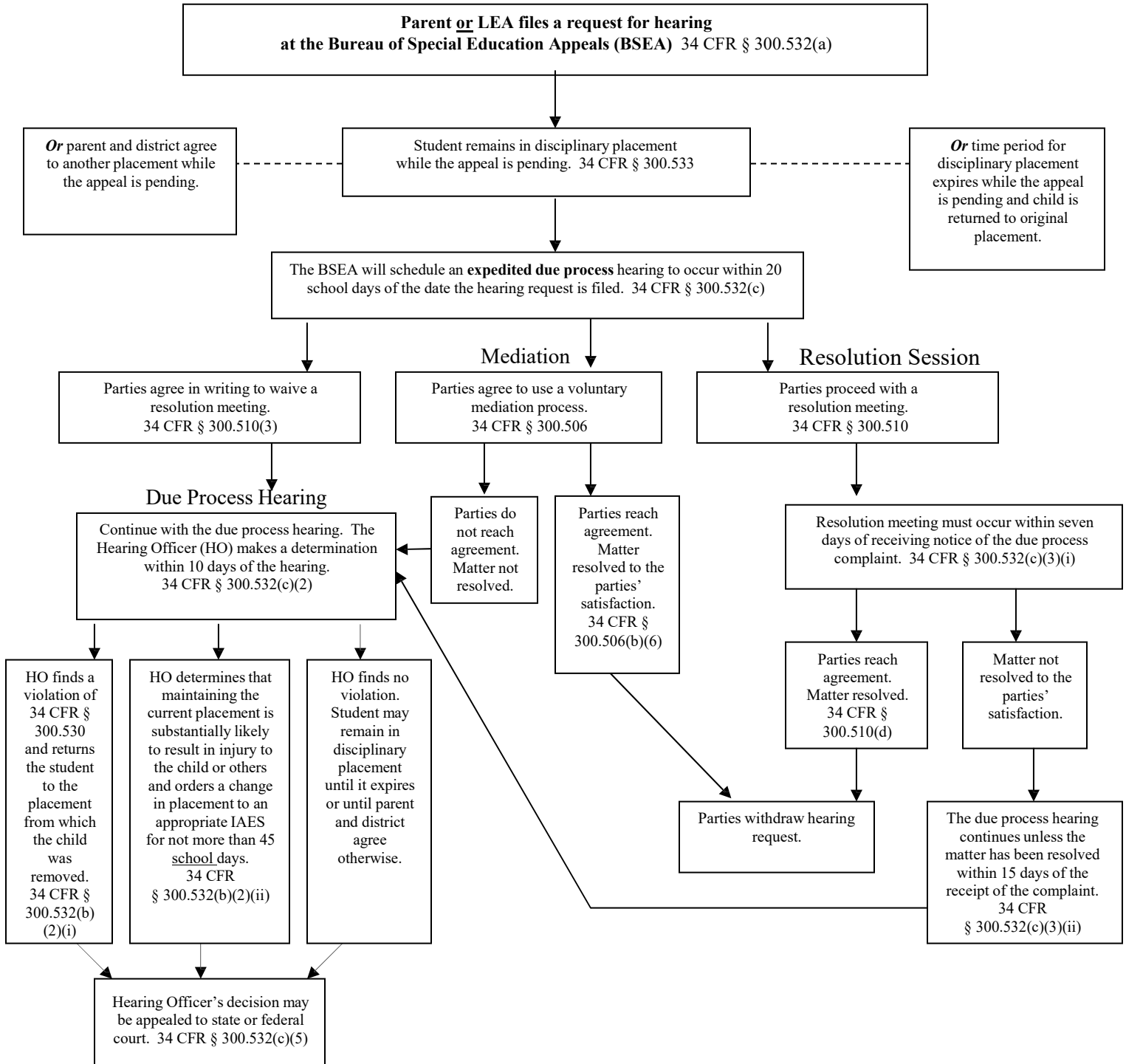


# Appeals Process for Disciplinary Placement Decisions for Students with Disabilities

## Under IDEA 2004: 20 U.S.C. § 1415(k) and 34 CFR §§ 300.532-300.533

### Who may file an appeal of a disciplinary decision?

- A parent of a child with a disability who disagrees with any decision regarding the child's disciplinary placement, or the manifestation determination, may appeal the decision by requesting a hearing at the Bureau of Special Education Appeals (BSEA). Reasons for appeal may include but are not limited to disagreement with the student's removal to an interim alternative educational setting (IAES), disagreement regarding the manifestation determination, disagreement regarding the determination of whether the removal is a change of placement, disagreement regarding the educational services the student receives during the period of removal, and disagreement regarding the functional behavioral assessment and/or implementation of a behavioral intervention plan. 34 CFR §§ 300.530-300.531.
- An LEA that believes that maintaining the student's current placement is substantially likely to result in injury to the child or others may file a request for hearing at the BSEA.



## **DEFINITIONS**

A student for whom the district is deemed to have knowledge of a disability – A child who has not yet been determined to be eligible for special education and related services may assert the disciplinary protections under IDEA if the school had a basis of knowledge that the child is a child with a disability before the behavior that precipitated the disciplinary action occurred. The school is deemed to have knowledge if: (1) the child's parent expressed concern in writing to administrative or supervisory personnel of the school or district that the child is in need of special education and related services; (2) the parent of the child had requested a special education evaluation; or (3) the child's teacher or other school or district personnel expressed specific concerns to the director of special education or to other supervisory personnel about a pattern of behavior demonstrated by the child. The school or district is *not* deemed to have knowledge of a disability if (1) the parent has not allowed an evaluation or has refused special education and related services, *or* (2) the child has been evaluated and determined not to be a child with a disability. 34 CFR § 300.534.

Change of placement – A change of placement because of a disciplinary removal occurs if a child with a disability is removed from his/her current educational placement for more than 10 consecutive school days, or the child is subjected to a series of removals that constitutes a pattern because: (1) the removals total more than 10 school days in a school year; (2) the child's behavior is substantially similar to previous incidents that resulted in the series of removals; and (3) additional factors such as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another constitute a pattern. 34 CFR § 300.536.

Current placement – The placement from which the student was removed for disciplinary reasons.

Interim alternative educational setting (IAES) – An IAES is a disciplinary placement that is not the same as the child's current placement as defined in his/her IEP.

Manifestation determination – The determination made by the district, the parent, and relevant members of the student's Team, after review of all relevant information in the student's file including the IEP, teacher observations, and relevant information provided by the parents, whether (1) the conduct in question was caused by or had a direct and substantial relationship to the child's disability; *or* (2) the conduct in question was the direct result of the district's failure to implement the student's IEP. 34 CFR § 300.530(e).

Special circumstances – Where the disciplinary conduct is a "special circumstance," school personnel may remove a student to an IAES for not more than 45 school days, regardless of the results of the manifestation determination. Special circumstances exist if the student:

- ☐ carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of a State or local educational agency (district); or
- ☐ knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency; or
- ☐ inflicts serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a State or local educational agency. 34 CFR § 300.530(g).

Serious bodily injury – As defined in 18 U.S.C. § 930, a bodily injury that involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty. 34 CFR § 300.530(i)(3).

**STUDENTS**

3310

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 school, on the way to or from school, or during intermission or recess.

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

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

used or intended to be used in connection with the operation of a school.

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

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

#### Disciplinary Measures

Disciplinary measures include but are not limited to:

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

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

#### Non-Disciplinary Measures

The Superintendent or designee is authorized to assign a student to non-disciplinary offsite instruction pending the results of an investigation or for reasons related to the safety or well-being of students and staff. During the period of non-disciplinary offsite instruction, the student will be permitted to complete all assigned schoolwork for full credit. The assignment of non-disciplinary offsite instruction does not preclude the Superintendent or designee from disciplining a student who has, after investigation, been found to have violated a School District policy, rule, or handbook provision.

Delegation of Authority

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

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

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

Policy History:

Adopted on:     July 24, 2000

Reviewed on:

Revised on:     May 14, 2012, 09/08/15, 10/12/20

## STUDENTS

3311

Page 1 of 3

## FIREARMS AND WEAPONS

Firearms

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).

It is the policy of the Laurel School District to comply with the federal Gun Free Schools Act of 1994 and state law 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. In accordance with 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 school district. 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.

However, the Board of Trustees through this policy authorizes the 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. The Superintendent will inform the Board, as soon as practicable, of the decision and action. *Note: There is no expulsion hearing unless the administration determines that the circumstances warrant a recommendation of expulsion of the student for a period of one (1) year to the Board.*

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

Possession of Weapons other than Firearms

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



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

The District will refer to law enforcement for immediate prosecution any person who possesses, carries, or stores a weapon **in a school building**, and the District may take disciplinary action as well in the case of a student. In addition the District will refer for possible prosecution a parent or guardian of any minor violating this policy on grounds of allowing a minor to possess, carry, or store a weapon in a school building. (45-8-361 (1) (2))

For the purposes of this section only, “school building” means all buildings owned or leased by a local school district that are used for instruction or for student activities. (45-8-361 (5a))

The Board may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. All persons who wish to possess, carry, or store a weapon in a school building must request permission of the Board at a regular meeting. The Board has sole discretion in deciding whether to allow a person to possess, carry, or store a weapon in a school building. (45-8-361 (3b))

This policy does not apply to law enforcement officers acting in his or her official capacity. (45-8-361 (3a))

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

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

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

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

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

Cross Reference:	Policy 3310	Student Discipline
	Policy 4332	Conduct of School Property

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

Policy History:

Adopted on: May 14, 2012

Reviewed on: 06/08/15

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3312

4  
5 Detention

6  
7 For minor infractions of school rules or regulations, or for minor misconduct, staff may detain  
8 students. Students may be required to attend Saturday detention for up to four (4) hours.

9  
10 Preceding the assessment of such punishment, the staff member shall inform the student of the  
11 nature of the offense charged and/or the specific conduct which allegedly constitutes the  
12 violation. The student shall be afforded an opportunity to explain or justify his/her actions to the  
13 staff member. Parents must be notified prior to a student serving an after-school detention.

14  
15 Students detained for corrective action or punishment shall be under the supervision of the staff  
16 member or designee.

17  
18  
19  
20 Policy History:

21 Adopted on: July 24, 2000

22 Reviewed on: May 14, 2012

23 Revised on:

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

## 3330

## 5

7  
8  
91  
2

- 4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

36  
37  
38  
39  
40  
4143  
44  
45  
46

## 48

49

50

51

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3340

4  
5 Extra- and Co-Curricular Alcohol, Drug, and Tobacco Use

6  
7 The District views participation in extracurricular activities as an opportunity extended to  
8 students willing to make a commitment to adhere to the rules which govern them. The District  
9 believes that participation in organized activities can contribute to all-around development of  
10 young men and women and that implementation of these rules will serve these purposes:

11  
12 Emphasize concern for the health and well-being of students while participating in  
13 activities;

14  
15 Provide a chemical-free environment which will encourage healthy development;

16  
17 Diminish chemical use by providing an education assistance program;

18  
19 Promote a sense of self-discipline among students;

20  
21 Confirm and support existing state laws which prohibit use of mood-altering chemicals;

22  
23 Emphasize standards of conduct for those students who, through their participation, are  
24 leaders and role models for their peers and younger students; and

25  
26 Assist students who desire to resist peer pressure that often directs them toward the use of  
27 chemicals.

28  
29 Violations of established rules and regulations governing chemical use by participants in extra-  
30 and co-curricular activities will result in discipline as stated in student and athletic handbooks.

31  
32  
33  
34 Legal Reference: § 20-5-201, MCA Duties and sanctions

35  
36 Policy History:

37 Adopted on: July 24, 2000

38 Reviewed on:

39 Revised on: May 14, 2012

**Laurel School District #7 & 7-70**

**STUDENTS**

3410

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 for K-1 and 10<sup>th</sup> grade;
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 any non-emergency, invasive physical examination or screening administered by the District is conducted, 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 non-emergency, invasive physical examination or screening.

As used in this policy, the term "invasive physical examination" means any medical examination involving exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but this does not include a hearing, vision, or scoliosis screening.

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.

All parents will be notified 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.

Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
	20 U.S.C. 1232h(b)	General Provisions Concerning Education

Policy History:

Adopted on: November 11, 2002

Reviewed on:

Revised on: May 14, 2012

# Medical Exemption Statement 3413F1

**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"/> <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>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"/> <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>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"/> <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>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>
<b>For medical conditions not listed, please note the vaccine(s) that is contraindicated and a description of the condition</b> <hr/> <hr/>		

Name of Student _____  Date Exemption Ends _____  _____ Completing physician's name (please print)  Address _____  Phone _____  _____ Completing physician's signature (only licensed physicians may sign)
--

### Instructions

**Purpose:** To provide Montana physicians with a mechanism to document true medical exemptions to vaccinations

**Preparation:** 1. Complete patient information (name, DOB, address, and school/childcare facility)  
2. Check applicable vaccine(s) and exemption(s)  
3. Complete date exemption ends and physician information  
4. Attach a copy of the most current immunization record  
5. Retain a copy for file  
6. **Return original to person requesting form**

**Reorder:** Immunization Program  
1400 Broadway, Room C-211  
Helena, MT 59620  
(406) 444-5580  
<http://www.dphhs.mt.gov/publichealth/immunization/>

**Questions?** Call (406)444-5580

### Montana Code Annotated

20-5-101-410: Montana Immunization Law

52-2-735: Daycare certification

### Administrative Rules of Montana

37.114.701-721: Immunization of K-12, Preschool, and Post-secondary schools

37.95.140: Daycare Center Immunizations, Group Daycare Homes, Family Day Care Homes



**AFFIDAVIT OF EXEMPTION ON RELIGIOUS GROUNDS FROM MONTANA  
SCHOOL IMMUNIZATION LAW AND RULES 3413F2**

**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, 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 (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-named 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 \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Signature:** Notary Public for the State of Montana

\_\_\_\_\_  
**Print Name:** Notary Public for the State of Montana

Seal

Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3413

4  
5 Student Immunization

6  
7 The Board requires all students to present evidence of their having been immunized against the following  
8 diseases: varicella (chicken pox), diphtheria, pertussis (whooping cough), poliomyelitis, measles  
9 (rubeola), mumps, rubella, and tetanus in the manner and with immunizing agents approved by the  
10 department. Haemophilus influenza type “b” immunization is required for students under age five (5).  
11

12 Upon initial enrollment, an immunization status form shall be completed by the student’s parent or  
13 guardian. The certificate shall be made a part of the student’s permanent record.  
14

15 A student who transfers into the District may photocopy immunization records in the possession of the  
16 school of origin. The District will accept the photocopy as evidence of immunization. Within thirty (30)  
17 days after a transferring student ceases attendance at the school of origin, the school shall retain a certified  
18 copy for the permanent record and send the original immunization records for the student to the school  
19 district to which the student transfers. Exemptions from one or more vaccines shall be granted for medical  
20 reasons upon certification by a physician indicating the specific nature and probable duration of the  
21 medical condition for not administering the vaccine(s). Exemptions for religious reasons must be filed  
22 annually. The statement for an exemption shall be maintained as part of the student’s immunization  
23 record. The permanent file of students with exemptions shall be marked for easy identification, should  
24 the Department of Public Health and Human Services order that exempted students be excluded from  
25 school temporarily when the risk of contracting or transmitting a disease exists. Exclusion shall not  
26 exceed thirty (30) calendar days.  
27

28 The administrator may allow the commencement of attendance in school by a student who has not been  
29 immunized against each disease listed in § 20-5-403, MCA, if that student has received one or more doses  
30 of varicella (chicken pox), polio, measles (rubella), mumps, rubella, diphtheria, pertussis, and tetanus  
31 vaccine, except that Haemophilus influenza type “b” vaccine is required only for children under 5 years  
32 of age.  
33

34 The District shall exclude a student for noncompliance with the immunization laws and properly notify  
35 the parent or guardian. The local health department may seek an injunction requiring the parent to submit  
36 an immunization status form, take action to fully immunize the student, or file an exemption for personal  
37 or medical reasons.  
38

39  
40 Legal Reference:       § 20-3-324(20), MCA                   Powers and duties  
41                               § 20-5-402 - 410, MCA               Health  
42                               § 20-5-403, MCA                               Immunization required – release and acceptance  
43   of immunization records  
44                               § 20-5-405, MCA                               Medical or religious exemption  
45

46 Policy History:

47 Adopted on:   November 11, 2002  
48 Reviewed on:   May 14, 2012  
49 Revised on:   09/08/15

## 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 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3415

4  
5 Management of Sports Related Concussions

6  
7 The Laurel School District recognizes that concussions and head injuries are commonly reported  
8 injuries in children and adolescents who participate in sports and other recreational activities.

9 The Board acknowledges the risk of catastrophic injuries or death is significant when a  
10 concussion or head injury is not properly evaluated and managed. Therefore, all K-12  
11 competitive youth athletic activities in the District will be identified by the administration.

12 Consistent with guidelines provided by the U.S. Department of health and Human Services,  
13 Centers for Disease Control and Prevention, the National Federation of High School (NFHS) and  
14 the Montana High School Association (MHSA), the District will utilize procedures developed by  
15 the MHSA and other pertinent information to inform and educate coaches, athletic trainers,  
16 officials, youth athletes, and their parents and/or guardians of the nature and risk of concussions  
17 or head injuries, including the dangers associated with continuing to play after a concussion or  
18 head injury. Resources are available on the Montana High School Association Sports Medicine  
19 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) ;  
20 and; the Center of Disease and Prevention page at: [www.cdc.gov/concussion/sports.index.html](http://www.cdc.gov/concussion/sports.index.html).

21  
22 Annually, the district will distribute a head injury and concussion information and sign-off sheet  
23 to all parents and guardians of student- athletes in competitive sport activities prior to the  
24 student-athlete's initial practice or competition.

25 All coaches, athletic trainers, officials, including volunteers, participating in organized youth  
26 athletic activities shall complete the training program at least once each school year as required  
27 in the District procedure. Additionally, all coaches, athletic trainers, officials, including  
28 volunteers participating in organized youth activities will comply with all procedures for the  
29 management of head injuries and concussions.

30  
31 Reference: Montana High School Association, Rules and Regulations  
32 Section 4, Return to Play

33  
34 Cross Reference: 3415F Student-Athlete & parent/Custodian Concussion Statement

35  
36 Policy History:

37 Adopted on: May 14, 2012

38 Reviewed on:

39 Revised on: 03/10/14



1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3415P

4  
5 Management of Sports Related Concussions

6  
7 A. Athletic Director or Administrator in Charge of Athletic Duties:

- 8 1. *Updating*: Each spring, the athletic director, or the administrator in charge of athletics if  
9 there is no athletic director, shall review any changes that have been made in procedures  
10 required for concussion and head injury management or other serious injury by  
11 consulting with the MHSA or the MHSA Web site, U.S. DPHHS, and CDCP web site. If  
12 there are any updated procedures, they will be adopted and used for the upcoming school  
13 year.
- 14 2. *Identified Sports*: Identified sports include all organized youth athletic activity sponsored  
15 by the school or school district.

16 B. *Training*: All coaches, athletic trainers, and officials, including volunteers shall undergo  
17 training in head injury and concussion management at least once each school year by one of  
18 the following means: (1) through viewing the MHSA sport-specific rules clinic; (2) through  
19 viewing the MHSA concussion clinic found on the MHSA Sports Medicine page at  
20 [www.mhsa.org](http://www.mhsa.org); or, by the district inviting the participation of appropriate advocacy groups  
21 and appropriate sports governing bodies to facilitate the training requirements.

22 C. *Parent Information Sheet*: On a yearly basis, a concussion and head injury information sheet  
23 shall be distributed to the youth-athlete and the athlete's parent and/or guardian prior to the  
24 youth-athlete's initial practice or competition. This information sheet may be incorporated  
25 into the parent permission sheet which allows students to participate in extracurricular  
26 athletics and should include resources found on the MHSA Sports Medicine page at  
27 [www.mhsa.org](http://www.mhsa.org), U.S. DPHHS, and CDCP websites.

28 D. *Responsibility*: An athletic trainer, coach, or official shall immediately remove from play,  
29 practice, tryouts, training exercises, preparation for an athletic game, or sport camp a youth-  
30 athlete who is suspected of sustaining a concussion or head injury or other serious injury.

31 E. *Return to Play After Concussion or Head Injury*: In accordance with MHSA Return to Play  
32 Rules and Regulations, the Dylan Steigers Act, a youth-athlete who has been removed from  
33 play, practice, tryouts, training exercises, preparation for an athletic game, or sport camp may  
34 not return until the athlete is cleared by a licensed health care professional (registered,  
35 licensed, certified, or otherwise statutorily recognized health care professional). The health  
36 care provider may be a volunteer.

37  
38 Policy History:

39 Adopted on: May 14, 2012

40 Reviewed on:

41 Revised on: 03/10/14

STUDENTS

3416

page 1 of 4

Administering Medicines to Students

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

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

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

To assist in self-administration of a prescription drug to a student in compliance with written instructions of a medical practitioner and with the written consent of a student’s parent or guardian.

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

Administering Medication

The Board will permit administration of medication to students in schools in its jurisdiction. A school nurse (who has successfully completed specific training in administration of medication), pursuant to written authorization of a physician or dentist and that of a parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian, may administer medication to any student in the school or may delegate this task pursuant to Montana law.

Emergency Administration of Medication

In case of an anaphylactic reaction or risk of such reaction, a school nurse or delegate may administer emergency oral, nasal, or injectable medication to any student in need thereof on school grounds, in a school building, or at a school function, according to a standing order of a chief medical advisor or a student’s private physician.

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

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

A building administrator or school nurse will enter any medication to be administered in an emergency on an individual student medication record and will file it in a student’s cumulative health folder.

#### Self-Administration of Medication

The District will permit students who are able to self-administer specific medication to do so provided that:

- A physician or dentist provides a written order for self-administration of said medication;
- Written authorization for self-administration of medication from a student's parent, an individual who has executed a caretaker relative educational authorization affidavit, or guardian is on file; and
- A principal and appropriate teachers are informed that a student is self-administering prescribed medication.

A building principal or school administrator may authorize, in writing, any employee to assist with self-administration of medications, provided that only the following may be employed:

- Making oral suggestions, prompting, reminding, gesturing, or providing a written guide for self-administering medications;
- Handing to a student a prefilled, labeled medication holder or a labeled unit dose container, syringe, or original marked and labeled container from a pharmacy;
- Opening the lid of a container for a student;
- Guiding the hand of a student to self-administer a medication;
- Holding and assisting a student in drinking fluid to assist in the swallowing of oral medications; and
- Assisting with removal of a medication from a container for a student with a physical disability that prevents independence in the act.

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

Students with allergies or asthma may be authorized by the building principal or Superintendent, in consultation with medical personnel, to possess and self-administer emergency medication during the school day, during field trips, school-sponsored events, or while on a school bus. The student shall be authorized to possess and self-administer medication if the following conditions have been met:

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

Authorization granted to a student to possess and self-administer medication shall be valid for the current school year only and must be renewed annually.

A student's authorization to possess and self-administer medication may be limited or revoked by the building principal or other administrative personnel.

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

Immediately after using epinephrine during school hours, a student shall report to the school nurse or other adult at the school who shall provide follow up care, including making a 9-1-1 emergency call.

#### Administration of Glucagons

School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-412, MCA, only under the following conditions: (1) the employee may administer glucagon to a diabetic student only in an emergency situation; (2) the employee has filed the necessary designation and acceptance documentation with the District, as required by § 20-5-412(2), MCA, and (3) the employee has filed the necessary written documentation of training with the District, as required by § 20-5-412(4), MCA.

#### Handling and Storage of Medications

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

- Must examine any new medication to ensure it is properly labeled with dates, name of student, medication name, dosage, and physician's name;
- Must develop a medication administration plan, if administration is necessary for a student, before any medication is given by school personnel;
- Must record on the student's individual medication record the date a medication is delivered and the amount of medication received;
- Must store medication requiring refrigeration at 36° to 46° F;
- Must store prescribed medicinal preparations in a securely locked storage compartment; and
- Must store controlled substances in a separate compartment, secured and locked at all times.

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

The District will limit access to all stored medication to those persons authorized to administer medications or to assist in the self-administration of medications. The District requires every school to maintain a current list of those persons authorized by delegation from a licensed nurse to administer medications.

The District may maintain a stock supply of auto-injectable epinephrine to be administered by a school nurse or other authorized personnel to any student or nonstudent as needed for actual or perceived anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine in a school setting or at related activities, the district shall adhere to the requirements state in 20-5-420, Section 2, MCA.

#### Disposal of Medication

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

Legal Reference:	§ 20-5-412, MCA	Definition – parent-designated adult administration of glucagons – training
	§ 20-5-420, MCA	Self-administration or possession of asthma, severe allergy, or anaphylaxis medication
	§ 37-8-103(1)(c), MCA	Exemptions – limitations on authority conferred
	ARM 24.159.1604	Tasks Which May Be Routinely Assigned to an Unlicensed Person in Any Setting When a Nurse-Patient Relationship Exists

#### Policy History:

Adopted on: July 24, 2000

Reviewed on:

Revised on: May 14, 2012, December 18, 2014, June 24, 2019

**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: \_\_\_\_\_  
Sex: (Please circle) Female/Male  
Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

School: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
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.

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3417

4  
5 Communicable Diseases

6 *Note: For purposes of this policy, the term “communicable disease” refers to the diseases identified in*  
7 *37.114.203, ARM, Reportable Diseases, with the exception of common colds and flu.*  
8

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

17 The Board recognizes that communicable diseases that may afflict students range from common  
18 childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as human  
19 immunodeficiency virus (HIV) infection. The District will rely on advice of the public health and  
20 medical communities in assessing the risk of transmission of various communicable diseases to determine  
21 how best to protect the health of both students and staff.  
22

23 The District will manage common communicable diseases in accordance with Montana Department of  
24 Public Health and Human Services guidelines and communicable diseases control rules. The District may  
25 temporarily exclude from school attendance a student who exhibits symptoms of a communicable disease  
26 that is readily transmitted in a school setting.  
27

28 Students who complain of illness at school may be referred to a school nurse or other responsible person  
29 designated by the Board and may be sent home as soon as a parent or person designated on a student’s  
30 emergency medical authorization form has been notified. The District reserves the right to require a  
31 statement from a student’s primary care provider authorizing a student’s return to school.  
32

33 When information is received by a staff member or a volunteer that a student is afflicted with a serious  
34 communicable disease, the staff member or volunteer will promptly notify a school nurse or other  
35 responsible person designated by the Board to determine appropriate measures to be taken to protect  
36 student and staff health and safety. A school nurse or other responsible person designated by the Board,  
37 after consultation with and on advice of public health officials, will determine which additional staff  
38 members, if any, have need to know of the affected student’s condition.  
39

40 Only those persons with direct responsibility for the care of a student or for determining appropriate  
41 educational accommodation will be informed of the specific nature of a condition, if it is determined that  
42 such individuals need to know this information.  
43

44 The District may notify parents of other children attending a school that their children have been exposed  
45 to a communicable disease without identifying the particular student who has the disease.  
46

47 Legal Reference: 37.114.101, et seq., ARM Communicable Disease Control

48 Policy History:

49 Adopted on: July 24, 2000

50 Reviewed on: May 14, 2012

51 Revised on:

1   **Laurel School District #7 & 7-70**

2  
3   **STUDENTS**

3422

4  
5   Suicide

6  
7   The District may provide the following programs in order to prevent adolescent suicide by:  
8   offering and providing help and assistance including early identification; support and/or  
9   counseling by school support personnel for low-risk students; referral to appropriate sources  
10   outside the school for high- and moderate-risk students; attendance to the rights of the student  
11   and his/her family; and aftercare support by the school for faculty, staff, and students after a  
12   sudden death has occurred.

13  
14  
15  
16   Policy History:

17   Adopted on:   July 24, 2000

18   Reviewed on: May 14, 2012

19   Revised on:



1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3431

4  
5 Emergency Treatment

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

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

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

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

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

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

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

31  
32 When a parent or guardian cannot be reached, and it is the judgment of a principal or other  
33 person in charge that immediate medical attention is required, an injured student may be taken  
34 directly to a hospital. Once located, a parent or a guardian is responsible for continuing  
35 treatment or for making other arrangements.

36  
37  
38  
39 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

40  
41 Policy History:

42 Adopted on: July 24, 2000

43 Reviewed on:

44 Revised on: May 14, 2012, 01/12/15

**This form is to be completed by the appropriate employee(s) as soon as possible after an accident occurs.  
Please Print or Type.**

Claimant's Name _____			
<i>Last Name</i>		<i>First Name</i>	<i>Middle Initial</i>
Claimant's Address _____			
<i>City</i>		<i>State</i>	<i>ZIP Code</i>
Claimant's SS # _____		Home Phone Number (____) _____	
Claimant's Age _____	Date of Birth _____	Sex _____	Grade _____
Parent's Name (if student) _____		Work Phone Number (____) _____	

Nature of Injury		Place of Accident		Body Part Injured		
<input type="checkbox"/> Scratch	<input type="checkbox"/> Concussion	<input type="checkbox"/> Classroom	<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Ankle	<input type="checkbox"/> Foot	<input type="checkbox"/> Leg
<input type="checkbox"/> Fracture	<input type="checkbox"/> Head Injury	<input type="checkbox"/> Hallway	<input type="checkbox"/> Parking Lot	<input type="checkbox"/> Arm	<input type="checkbox"/> Face	<input type="checkbox"/> Nose
<input type="checkbox"/> Bruise	<input type="checkbox"/> Sprain/Strain	<input type="checkbox"/> Bathroom	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Back	<input type="checkbox"/> Finger	<input type="checkbox"/> Teeth
<input type="checkbox"/> Burn	<input type="checkbox"/> Cut/Puncture	<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Stairs	<input type="checkbox"/> Neck	<input type="checkbox"/> Hand	<input type="checkbox"/> Wrist
<input type="checkbox"/> Dislocation	<input type="checkbox"/> Bite	<input type="checkbox"/> Playground	<input type="checkbox"/> Athletic Field	<input type="checkbox"/> Eye	<input type="checkbox"/> Knee	<input type="checkbox"/> Shoulder
<input type="checkbox"/> Other		<input type="checkbox"/> Other		<input type="checkbox"/> Other		

Were efforts made to contact the parent/guardian about the accident? ☐ Yes ☐ No

Was first aid administered? ☐ Yes ☐ No By whom? \_\_\_\_\_

Was the student ☐ Sent home ☐ Sent to physician ☐ Sent to hospital

Is student covered by Student Accident Insurance? ☐ Yes ☐ No If "yes," please list Company Name, address, and phone number

Name and address of doctor or hospital \_\_\_\_\_

Witnesses (Name, Address, and Phone) \_\_\_\_\_

Date \_\_\_\_\_

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3440P

4  
5 Removal of Student During School Day

6  
7 Schools must exercise a high order of responsibility for the care of students while in school. The  
8 removal of a student during the school day may be authorized in accordance with the following  
9 procedures:

- 10  
11 1. Law enforcement officers, upon proper identification, may remove a student from school  
12 as provided in Policies 4410 and 4411.  
13  
14 2. Any other agencies must have a written administrative or court order directing the  
15 District to give custody to them. However, employees of the Department of Public Health  
16 and Human Services may take custody of a student under provisions of § 41-3-301,  
17 MCA, without a court order. Proper identification is required before the student shall be  
18 released.  
19  
20 3. A student shall be released to the custodial parent. When in doubt as to custodial rights,  
21 school enrollment records must be relied upon, as the parents (or guardians) have the  
22 burden of furnishing schools with accurate, up-to-date information.  
23  
24 4. The school should always check with the custodial parent before releasing the student to  
25 a non-custodial parent.  
26  
27 5. Prior written authorization from the custodial parent or guardian is required before  
28 releasing a student into someone else's custody, unless an emergency situation justifies a  
29 waiver.  
30  
31 6. Police should be called if a visitor becomes disruptive or abusive.  
32  
33  
34

35 Cross Reference: 4410 Relations With the Law Enforcement and Child Protective  
36 Agencies  
37 4411 Investigations and Arrests by Police  
38

39 Procedure History:

40 Promulgated on: July 24, 2000  
41 Reviewed on: May 14, 2012  
42 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3440

4  
5 Removal of Student During School Day

6  
7 The board recognizes its responsibility for the proper care of students during school hours.  
8 Students shall not be removed from school grounds, any school building or school function  
9 during school hours except by a person duly authorized in accordance with district procedures.  
10 Before a student is removed or excused, the person seeking to remove the student must present,  
11 to the satisfaction of the principal, evidence of his/her proper authority to remove the student. A  
12 teacher should not excuse a student from class to confer with anyone from outside the school  
13 unless the request is approved by the school office. The superintendent is directed to establish  
14 procedures for the removal of a student during school hours.  
15

16  
17  
18 Policy History:

19 Adopted on: July 24, 2000

20 Reviewed on: May 14, 2012

21 Revised on:

**Laurel School District #7 & 7-70**

**STUDENTS**

3510

School-Sponsored Student Activities

1. Student Organizations:

- a. All student organizations must be approved by the administration. Secret or clandestine organizations or groups will not be permitted.
- b. Bylaws and rules of student organizations must not be contrary to Board policy or to administrative rules and regulations.
- c. Procedures in student organizations must follow generally accepted democratic practices in the acceptance of members and nomination and election of officers.

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

- a. Academic and behavior eligibility rules are established by MHSA rules and District policy.
- b. 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. Recommend sports activities based on interest inventories completed by the students.

Cross Reference: Policy 3233

Legal Reference: § 20-5-203, MCA Secret Organization Prohibited

Policy History:

Adopted on: July 24, 2000

Reviewed on:

Revised on: May 14, 2012, 01/12/15

STUDENTS

3520

Student Fees, Fines, and Charges

Within the concept of free public education, the District will provide an educational program for students as free of costs as possible.

The Board may 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.

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. The District may withhold a student's grades or diploma until restitution is made. The District may not refuse to transfer files to another district because a student owes fines or fees. A school district may withhold the grades, diploma, or transcripts of a current or former pupil who is responsible for the cost of school materials or the loss or damage of school property until the pupil or the pupil's parent or guardian satisfies the obligation.

A school district that decides to withhold a pupil's grades, diploma, or transcripts from the pupil and the pupil's parent or guardian shall:

- (a) upon receiving notice that the pupil has transferred to another school district in the state, notify the pupil's parent or guardian in writing that the school district to which the pupil has transferred will be requested to withhold the pupil's grades, diploma, or transcripts until any obligation has been satisfied;
- (b) forward appropriate grades or transcripts to the school to which the pupil has transferred;
- (c) at the same time, notify the school district of any financial obligation of the pupil and request the withholding of the pupil's grades, diploma, or transcripts until any obligations are met;
- (d) when the pupil or the pupil's parent or guardian satisfies the obligation, inform the school district to which the pupil has transferred;

A student or parent may appeal the imposition of a charge for damages to the Superintendent and to the Board.

Legal reference:	§ 20-1-213 (3), MCA	Transfer of school records
	§ 20-5-201(4), MCA	Duties and sanctions
	§ 20-7-601, MCA	Free textbook provisions
	§ 20-9-214, MCA	Fees

Policy History:

Adopted on: July 24, 2000

Reviewed on: May 14, 2012

Revised on: 01/12/15

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3530

4  
5 Student Fund-Raising Activities

6  
7 The Board acknowledges that the solicitations of funds from students, staff, and citizens must be  
8 limited since students are a captive audience and since solicitation can disrupt the program of the  
9 schools. Solicitation and collection of money by students for any purpose, including the  
10 collection of money by students in exchange for tickets, papers, magazine subscriptions, or for  
11 any other goods or services for the benefit of an approved school organization, may be permitted  
12 by the Superintendent, providing that the instructional program is not adversely affected.  
13  
14  
15

16 Policy History:

17 Adopted on: July 24, 2000

18 Reviewed on: May 14, 2012

19 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3535

4  
5 Distribution of Fund Drive Literature Through Students

6  
7 Although many community drives are organized for raising funds for worthy nonprofit causes, it  
8 is the policy of the District to refrain from having the students, as student body members, used  
9 for such collection or dissemination purposes.

10  
11 Exceptions to this policy will be considered, when recognized student or school-affiliated  
12 organizations of the District request permission to participate in such activity.

13  
14  
15  
16 Cross Reference: 4320 Contact With Students

17  
18 Policy History:

19 Adopted on: July 24, 2000

20 Reviewed on: May 14, 2012

21 Revised on:



4  
5 Student Records

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

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

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

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

21 The cumulative record may include:

- 22  
23 Intelligence and aptitude scores  
24 Psychological reports  
25 Participation in extracurricular activities  
26 Honors and awards  
27 Teacher anecdotal records  
28 Verified reports or information from non-educational persons  
29 Verified information of clear relevance to the student's education  
30 Information pertaining to release of this record  
31 Disciplinary information  
32

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

- 36  
37 1. **The right to inspect and copy the student's education records, within a reasonable**  
38 **time from the day the District receives a request for access.**

39  
40 "Eligible" students, who are eighteen (18) years of age or older, have the right to inspect  
41 and copy their permanent record. Parents/guardians or "eligible" students should submit  
42 to the school principal (or appropriate school official) a written request identifying the  
43 record(s) they wish to inspect. The principal will make, within forty-five (45) days,  
44 arrangements for access and notify the parent(s)/ guardian(s) or eligible student of the  
45 time and place the records may be inspected. The District charges a nominal fee for  
46 copying, but no one will be denied their right to copies of their records for inability to pay

this cost.

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

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

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

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

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

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

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

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

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

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

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**

5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

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

Student's name  
Address  
Telephone number  
Date and place of birth  
Major field of study  
Participation in officially recognized activities and sports  
Weight and height of members of athletic teams  
Photographs (including electronic photos)  
Dates of attendance  
Degrees and awards received  
Most recent school attended

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

A parent or student 18 years of age or an emancipated student, may not opt out of directory information to prevent the district from disclosing or requiring a student to disclose their name [identifier, institutional email address in a class in which the student is enrolled] or from requiring a student to disclose a student ID card or badge that

exhibits information that has been properly designated directory information by the district in this policy.

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

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

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

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

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

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3600P  
page 1 of 5

4  
5 Student Records

6 Maintenance of School Student Records

7  
8 The District maintains two (2) sets of school records for each student – a permanent record and a  
9 cumulative record.

10  
11 The permanent record will include:

- 12  
13 Basic identifying information  
14 Academic work completed (transcripts)  
15 Level of achievement (grades, standardized achievement tests)  
16 Immunization records (per § 20-5-406, MCA)  
17 Attendance record  
18 Statewide student identifier assigned by the Office of Public Instruction  
19 Record of any disciplinary action taken against the student, which is educationally related  
20

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

23  
24 The cumulative record may include:

- 25  
26 Intelligence and aptitude scores  
27 Psychological reports  
28 Participation in extracurricular activities  
29 Honors and awards  
30 Teacher anecdotal records  
31 Verified reports or information from non-educational persons  
32 Verified information of clear relevance to the student's education  
33 Information pertaining to release of this record  
34 Disciplinary information  
35 Camera footage only for those students directly involved in the incident  
36

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

43  
44 The building principal will be responsible for maintenance, retention, or destruction of a student's  
45 permanent or cumulative records, in accordance with District procedure established by the  
46 Superintendent.

47  
48 Access to Student Records

49  
50 The District will grant access to student records as follows:

1. The District or any District employee will not release, disclose, or grant access to information found in any student record except under the conditions set forth in this document.
2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy information in the child's school records. Such requests will be made in writing and directed to the records custodian. A parent of any student is allowed to view the footage but is not permitted to receive a copy unless the parents of the other involved students provide consent. Consent from parents of students in the background is not required. Access to the records will be granted within fifteen (15) days of the District's receipt of such request.

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

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

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

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

3. The District may grant access to or release information from student records without prior written consent to school officials with a legitimate educational interest in the information. A school official is a person employed by the District in an administrative, supervisory, academic, or support staff position (including, but not limited to administrators, teachers, counselors, paraprofessionals, coaches, and bus drivers ), and the board of trustees. A school official may also include a volunteer or contractor not employed by the District but who performs an educational service or function for which the District would otherwise use its own employees and who is under the direct control of the District with respect to the use and maintenance of personally identifying information from education records, or such other third parties under contract with the District to provide professional services related to the District's educational mission, including, but not limited to, attorneys and auditors. A school official has a legitimate educational interest in student education information when the official needs the information in order to fulfill his or her professional responsibilities for the District. Access by school officials to student education information will be restricted to that portion of a student's records necessary for the school official to perform or accomplish their official or professional duties.

4. The District may grant access to or release information from student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.
5. The District may grant release of a child's education records to child welfare agencies without the prior written consent of the parents.
6. The District will grant access to or release information from a student's records pursuant to a court order.
7. The District will grant access to or release information from any student record, as specifically required by federal or state statute.
8. The District will grant access to or release information from student records to any person possessing a written, dated consent, signed by the parent or eligible student, with particularity as to whom the records may be released, the information or record to be released, and reason for the release. One (1) copy of the consent form will be kept in the records, and one (1) copy will be mailed to the parent or eligible student by the Superintendent. Whenever the District requests consent to release certain records, the records custodian will inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.
9. The District may release student records to the superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official. School officials may also include those listed in #3 above.
10. Prior to release of any records or information under items 5, 6, 7, 8, and 9, above, the District will provide prompt written notice to the parents or eligible student of this intended action. This notification will include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian will make this decision, taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. The District will notify the parents or eligible student, as soon as possible, of the information released, date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.
12. The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities, pertaining to violations of the Montana Youth Court Act or criminal laws by the student.

13. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).
14. The District charges a nominal fee for copying information in the student's records. No parent or student will be precluded from copying information because of financial hardship.
15. A record of all releases of information from student records (including all instances of access granted, whether or not records were copied) will be kept and maintained as part of such records. This record will be maintained for the life of the student record and will be accessible only to the parent or eligible student, records custodian, or other person. The record of release will include:
  - a. Information released or made accessible.
  - b. Name and signature of the records custodian.
  - c. Name and position of the person obtaining the release or access.
  - d. Date of release or grant of access.
  - e. Copy of any consent to such release.

#### Directory Information

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

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

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

#### Military Recruiters/Institutions of Higher Education

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request. The notification to parents and students concerning school records will inform them of their right to object to the release of this information.



#### Student Record Challenges

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

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

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

The parent or eligible student has:

- The right to present evidence and to call witnesses;
- The right to cross-examine witnesses;
- The right to counsel;
- The right to a written statement of any decision and the reasons therefor;

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

Legal Reference:	Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2011); 34 C.F.R. 99 (2011), 34 C.F.R. 99.20-22
	§ 20-5-201, MCA Duties and sanctions
	§ 40-4-225, MCA Access to records by parent
	§ 41-3-201, MCA Reports
	§ 41-5-215, MCA Youth court and department records – notification of school
	10.55.909, ARM Student records
	10.55.910, ARM Student Discipline Records

#### Procedure History:

Promulgated on: July 24, 2000

Reviewed on:

Revised on: May 14, 2012, December 11, 2012, 05/12/14, 01/12/15

**Laurel School District #7 & 7-70**

**STUDENTS**

3600

Student Records

School student records are confidential, and information from them will not be released other than as provided by law. State and federal laws grant students and parents certain rights, including the right to inspect, copy, and challenge school records.

The District will ensure information contained in student records is current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services will be directly related to the provision of services to that child. The District may release directory information as permitted by law, but parents will have the right to object to release of information regarding their child. Military recruiters and institutions of higher education may request and receive the names, addresses, and telephone numbers of all high school students, unless the parent(s) notifies the school not to release this information.

The Superintendent will implement this policy and state and federal law with administrative procedures. The Superintendent or designee will inform staff members of this policy and inform students and their parents of it, as well as of their rights regarding student school records.

Each student's permanent file, as defined by the board of public education, must be permanently kept in a secure location. Other student records must be maintained and destroyed as provided by 20-1-212, MCA.

Legal Reference:	Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99
	§ 20-1-212, MCA      Destruction of records by school officer.
	§ 20-5-201, MCA      Duties and sanctions
	§ 40-4-225, MCA      Access to records by parent
	10.55.909, ARM      Student Records
	No Child Left Behind Act of 2001, P.L. 107-334

Policy History:

Adopted on: July 24, 2000

Reviewed on: May 14, 2012

Revised on: 05/12/14

STUDENTS

3606

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

Policy History:

Adopted on: July 24, 2000

Reviewed on: May 14, 2012

Revised on:

2  
3 **STUDENTS**

3608

4  
5 Receipt of Confidential Records

6  
7 Pursuant to Montana law, the District may receive case records of the Department of Public  
8 Health and Human Services and its local affiliate, the county welfare department, the county  
9 attorney, and the court concerning actions taken and all records concerning reports of child abuse  
10 and neglect. The District will keep these records confidential as required by law and will not  
11 include them in a student's permanent file.

12  
13 The Board authorizes the individuals listed below to receive information with respect to a  
14 District student who is a client of the Department of Public Health and Human Services:

- 15  
16 • Superintendent  
17 • Building Administrator  
18 • School Counselor  
19

20 When the District receives information pursuant to law, the Superintendent will prevent  
21 unauthorized dissemination of that information.  
22  
23  
24

25 Cross Reference: 3600 - 3600P Student Records

26  
27 Legal Reference: § 41-3-205, MCA Confidentiality – disclosure exceptions  
28

29 Policy History:

30 Adopted on: July 24, 2000

31 Reviewed on: May 14, 2012

32 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3611

4  
5 Gangs and Gang Activity

6  
7 The Board is committed to ensuring a safe and orderly environment, where learning and teaching  
8 may occur void of physical or psychological disruptions, unlawful acts, or violations of school  
9 regulations. Gang activities create an atmosphere of intimidation in the entire school community.  
10 Both the immediate consequences of gang activity and the secondary effects are disruptive and  
11 obstructive to the process of education and school activities. Groups of individuals which meet the  
12 definition of gangs, defined below, shall be restricted from school grounds or school activities.

13  
14 A gang is defined as any group of two (2) or more persons, whether formal or informal, who  
15 associate together to advocate, conspire, or commit:

- 16  
17 A. One or more criminal acts; or  
18 B. Acts which threaten the safety or well-being of property or persons, including but not limited  
19 to harassment and intimidation.

20  
21 Students on school property or at any school-sponsored activity shall not:

- 22  
23 1. Wear, possess, use, distribute, or sell any clothing, jewelry, emblem, badge, symbol, sign, or  
24 other items which are evidence of membership in or affiliation with any gang and/or  
25 representative of any gang;  
26 2. Engage in any act, whether verbal or nonverbal, including gestures or handshakes, showing  
27 membership in or affiliation with any gang and/or that is representative of any gang; or  
28 3. Engage in any act furthering the interest of any gang or gang activity, including but not  
29 limited to:  
30  
31 a. Soliciting membership in or affiliation with any gang;  
32 b. Soliciting any person to pay for protection or threatening another person, explicitly or  
33 implicitly, with violence or with any other illegal or prohibited act;  
34 c. Painting, writing, or otherwise inscribing gang-related graffiti, messages, symbols, or  
35 signs on school property;  
36 d. Engaging in violence, extortion, or any other illegal act or other violation of school  
37 property.

38  
39 Violations of this policy shall result in disciplinary action, up to and including suspension, expulsion,  
40 and/or notification of police.

41  
42 Legal Reference: § 45-8-405, MCA Pattern of criminal street gang activity  
43 § 45-8-406, MCA Supplying of firearms to criminal street gang

44 Policy History:

45 Adopted on: July 24, 2000

46 Reviewed on: May 14, 2012

47 Revised on:

STUDENTS

3612

page 1 of 2

District-Provided Access to Electronic Information, Services, and Networks

General

The District makes Internet access and interconnected computer systems available to District students and faculty. The District provides 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 on-line. The District may withdraw student access to its network and to the Internet when any misuse occurs. District teachers and other staff will make reasonable efforts to supervise use of network and Internet access; however, student cooperation is vital in exercising and promoting responsible use of this access.

Curriculum

Use of District 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

1. Educational Purposes Only. All use of the District's 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 computer network and Internet access and any and all information transmitted or received in connection with such usage.
2. Unacceptable Uses of 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

the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.

- B. Uses that cause harm to others or damage to their property, including but not limited to engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
- C. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
- D. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Students and others should not give information to others, including credit card numbers and social security numbers.

#### Warranties/Indemnification

The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network or for any information that is retrieved or transmitted via the Internet. The District will not be responsible for any unauthorized charges or fees resulting from access to the Internet. Any user is fully responsible to the District and will indemnify and hold the District, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchase of goods or services by a user. The District expects a user or, if a user is a minor, a user's parents or legal guardian to cooperate with the District in the event of its initiating an investigation of a user's use of access to its computer network and the Internet.

#### Violations

If a student violates this policy, the District will deny the student access or will withdraw access and may subject the student to additional disciplinary action. The system administrator or building principal will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with that decision being final.

#### Policy History:

Adopted on: November 25, 1996

Reviewed on: May 14, 2012

Revised on:

## INTERNET ACCESS 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 Laurel School District's policy regarding District-Provided Access to Electronic Information, Services, and Networks (Policy No. 3612). Should I commit any violation or in any way misuse my access to the District's 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.

User's Name (Print): \_\_\_\_\_ Home Phone: \_\_\_\_\_  
User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_

Status: Student \_\_\_\_\_ Staff \_\_\_\_\_ Patron \_\_\_\_\_ I am 18 or older \_\_\_\_\_ I am under 18 \_\_\_\_\_

If I am signing this policy when I am under 18, I understand that when I turn 18, this policy will continue to be in full force and effect and agree to abide by this policy.

**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, and Networks for the student's access to the District's 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, therefore, signing this Agreement and agree to indemnify and hold harmless the District, the Trustees, Administrators, teachers, and other staff against all claims, damages, losses, and costs, of whatever kind, that may result from my child's use of or access to such networks or his/her violation of the District's policy. Further, I accept full responsibility for supervision of my child's use of his/her 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.

Parent/Legal Guardian (Print): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Date: \_\_\_\_\_

This Agreement is valid for the \_\_\_\_\_ school year only.



## STUDENTS

3612P

page 1 of 4

Acceptable Use of Electronic Networks

All use of 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. The district technology coordinator shall act as the system administrator.

Terms and Conditions

1. Acceptable Use – Access to the District's 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 electronic networks is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. The system administrator (and/or building 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 – 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.

9. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
10. Copyright Web Publishing Rules – Copyright law and District policy prohibit the republishing of text or graphics found on the Web or on District Websites or file servers, without explicit written permission.
  - a. For each republication (on a Website or file server) of a graphic or text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the Web address of the original source.
  - b. Students and staff engaged in producing Web pages must provide library media specialists with e-mail or hard copy permissions before the Web pages are published. Printed evidence of the status of “public domain” documents must be provided.
  - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the Website displaying the material may not be considered a source of permission.
  - d. The “fair use” rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
  - e. Student work may only be published if there is written permission from both the parent/guardian and the student.
11. Use of Electronic Mail.
  - a. The District’s electronic mail system and its constituent software, hardware, and data files are owned and controlled by the District. The District provides e-mail to aid students and staff members in fulfilling their duties and responsibilities and as an education tool.
  - b. The District reserves the right to access and disclose the contents of any account on its system without prior notice or permission from the account’s user. Unauthorized access by any student or staff member to an electronic mail account is strictly prohibited.
  - c. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail message that would be inappropriate in a letter or memorandum.
  - d. Electronic messages transmitted via the District’s Internet gateway carry with them an identification of the user’s Internet “domain.” This domain name is a registered domain name and identifies the author as being with the District. Great care should be taken, therefore, in the composition of such messages and how

such messages might reflect on the name and reputation of this District. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to external recipients.

- e. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited, unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- f. Use of the District's electronic mail system constitutes consent to these regulations.

#### Internet Safety

1. Internet access is limited to only those "acceptable uses," as detailed in these procedures. Internet safety is almost assured if users will not engage in "unacceptable uses," as detailed in these procedures, and will otherwise follow these procedures.
2. Staff members shall supervise students while students are using District Internet access, to ensure that the students abide by the Terms and Conditions for Internet access, as contained in these procedures.
3. Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene; (2) pornographic; or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and determined by the Superintendent or designee.
4. The district shall provide age-appropriate instruction to students regarding appropriate online behavior. Such instruction shall include, but not be limited to: positive interactions with others online, including on social networking sites and in chat rooms; proper online social etiquette; protection from online predators and personal safety; and how to recognize and respond to cyberbullying and other threats.
5. The system administrator and building principals shall monitor student Internet access.

Legal Reference: Children's Internet Protection Act, P.L. 106-554  
Broadband Data Services Improvement Act/Protecting Children in  
the 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

#### Procedure History:

Promulgated on: October 22, 2001  
Reviewed on: May 14, 2012  
Revised:

1 **Laurel School District #7 & 7-70**

2  
3 **STUDENTS**

3630

4  
5 Cell Phones and Other Electronic Equipment

6  
7  
8 Student possession and use of cellular phones, pagers, and other electronic signaling devices on  
9 school grounds, at school-sponsored activities, and while under the supervision and control of  
10 District employees is a privilege which will be permitted only under the circumstances described  
11 herein and in the respective student handbooks. At no time will any student operate a cell phone  
12 or other electronic device with video capabilities in a locker room, bathroom, or other location  
13 where such operation may violate the privacy right of another person.  
14

15 Students may use cellular phones, pagers, and other electronic signaling devices on campus  
16 before school begins and after school ends. Students in grades 9-12 may also use such devices  
17 during the lunch period. These devices must be kept out of sight and turned off during the  
18 instructional day. Unauthorized use of such devices disrupts the instructional program and  
19 distracts from the learning environment. Therefore, unauthorized use is grounds for confiscation  
20 of the device by school officials, including classroom teachers. Confiscated devices will be  
21 returned to the parent or guardian. Repeated unauthorized use of such devices will result in  
22 disciplinary action.  
23  
24  
25

26 Policy History:

27 Adopted on: May 14, 2012

28 Reviewed on:

29 Revised on:

4  
5  
6 Pupil Online Personal Information Protection

7  
8 Compliance

9 The School District will comply with the Montana Pupil Online Personal Information Protection  
10 Act. The School District shall execute written agreements with operators who provide online  
11 applications for students and employees in the school district. The School District will execute  
12 written agreements with third parties who provide digital educational software or services,  
13 including cloud-based services, for the digital storage, management, and retrieval of pupil  
14 records. The written agreements will require operators and third parties to the School District for  
15 K-12 purposes or the delivery of student or educational services to comply with Montana and  
16 federal law regarding protected student information. All pupil records accessed by the operator  
17 or third party during the term of the agreement or delivery of service to the application will  
18 continue to be the property of and under the control of the school district.  
19

20 Operators of Online Applications

21 Operators providing online applications to the School District shall not target advertising to  
22 students, sell student information, or otherwise misuse student information. Operators shall not  
23 use information to amass a profile about a pupil, except in furtherance of K-12 school  
24 purposes. Operators shall not sell a pupil's information, including protected information unless  
25 authorized by law. Operators shall not disclose protected information unless the disclosure is  
26 made in accordance with School District policy, state or federal law, or with parent consent.  
27 Operators shall implement and maintain reasonable security procedures and practices appropriate  
28 to the nature of the protected information and safeguard that information from unauthorized  
29 access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected  
30 information if the school or district requests the deletion of data under the control of the school  
31 or district.  
32

33 Third Parties Providing Software and Services

34 Third parties providing digital education software and services to the School District shall certify  
35 that pupil records will not be retained or available to the third party upon completion of the terms  
36 of the agreement. Furthermore, third parties shall not use any information in pupil records for  
37 any purpose other than those required or specifically permitted by the agreement with the  
38 operator. Third parties shall not use personally identifiable information in pupil records to  
39 engage in targeted advertising.  
40

41 Third parties providing digital education software and services to the School District shall  
42 provide a description of the means by which pupils may retain possession and control of their  
43 own pupil-generated content. Third parties shall provide a description of the procedures by  
44 which a parent, legal guardian, or eligible pupil may review personally identifiable information  
45 in the pupil's records and correct erroneous information. Third parties shall provide a description  
46 of the actions the third party will take, including the designation and training of responsible

individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18 years of age or older in the event of an unauthorized disclosure of the pupil's records;

Failure to Comply and Legal Review

An operator's or third party's failure to honor the law, agreement or School District policy will result in termination of services. The School District will report any operator who fails to honor the law to the appropriate authorities for criminal prosecution.

All contracts and agreements executed under this agreement will be reviewed by the School District's legal counsel.

Cross Reference:     3600    Student Records  
                              3650F   Model Agreement

Legal Reference:     Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99  
                              Montana Pupil Online Personal Information Protection Act, Title 20, chapter 7, part 13, MCA

Policy History:

Adopted on: 3/26/2020

Reviewed on:

Revised on:

## **Montana Data Privacy Agreement** For use with vendors providing student record management services and online applications utilized to deliver services to students.

*This is a sample agreement to assist Montana public school districts in complying with the Montana Pupil Online Personal Information Protection Act. The sample agreement, if executed, will constitute a legally binding contract between the district and the vendor. As with any legal contract, school districts should consult with legal counsel prior to execution to ensure the provisions of the draft agreement reflect the terms the district has agreed upon with the contract and that the specific sections of the agreement protect the school district's interests. If the vendor or the school district have requested changes to this sample agreement, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at 406 442-2180*

### **I. PARTIES:**

The parties to this Agreement are the \_\_\_\_\_ School District (hereinafter "District") and \_\_\_\_\_ (hereinafter "Contractor" or "Contractor").

### **II. PURPOSE:**

District retains Contractor to provide the following services on behalf of the District: Provide technology services, including cloud-based services, for the digital storage, management, and retrieval of pupil records; provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the provisions of this contract. Contractor shall be free from control and direction over the performance of the services, both under this Agreement and in fact. Except as limited herein, Contractor shall have and exercise full professional discretion as to the details of performance.

### **III. TERM OF AGREEMENT, NO GUARANTEE OF WORK, NON-**

**EXCLUSIVITY:** This Agreement shall begin on the date of signature and shall run for \_\_\_\_ years and shall expire on \_\_\_\_\_, 20\_\_\_\_, unless terminated earlier by mutual agreement of the parties. This Agreement shall not be construed as any guarantee of work or assignments to Contractor. Contractor shall be contacted on an "as-needed" basis by District, with no obligation by District to use Contractor for any specified number of projects. Contractor shall have no expectation of renewal of this Agreement and shall not be entitled to continue to contract with or perform services for the District beyond the expiration of this Agreement. This Agreement is non-exclusive, meaning that both Contractor and District may contract with any other party for the procurement or provision of investigative services without interference.



#### IV. DEFINITIONS:

“Data” include all Personally Identifiable Information (“PII”) and other non-public information including protected information as defined by Montana law. Data include, but are not limited to, student data, metadata, and user content.

Protected information may be created or provided by a pupil, or the pupil's parent or legal guardian, to an operator in the course of the pupil's, parent's, or legal guardian's use of the operator's K-12 online application or created or provided by an employee or agent of a school district to an operator in the course of the employee's or agent's use of the operator's K-12 online application; or gathered by an operator through the operator's K-12 online application. The term “protected information” includes but is not limited to:

- (i) information in the pupil's educational record or e-mail messages;
- (ii) first and last name, home address, telephone number, e-mail address, or other information that allows physical or online contact;
- (iii) discipline records, test results, special education data, juvenile dependency records, grades, or evaluations;
- (iv) criminal, medical, or health records;
- (v) social security number;
- (vi) biometric information;
- (vii) disability;
- (viii) socioeconomic information;
- (ix) food purchases;
- (x) political affiliation;
- (xi) religious information; or
- (xii) text messages, documents, pupil identifiers, search activity, photos,

voice recordings, or geolocation information.

“Confidential Information” means information, not generally known, and proprietary to the Contractor or the School District or to a third party for whom the Contractor or the School District is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Contractor or the School District. Confidential Information includes all information which Contractor or the School District acquires or becomes acquainted with during the period of this Agreement, whether developed by Contractor, the School District or others, which Contractor or the School District has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of “Education Record.” The parties agree that the following will be treated as “Confidential Information”: (i) all database information (“Data”) provided by or on behalf of the School District to Contractor; (ii) all information provided by Contractor to the School District pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as “Confidential,” “Proprietary” or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.

#### V. WORK PRODUCT – OWNERSHIP:

Unless otherwise noted in this agreement, all work product completed in whole or in part under this Agreement, including but not limited to records, reports, documents, pleadings, exhibits and other materials related to this Agreement and/or obtained or prepared by, or supplied to Contractor in connection with the performance of the services contracted for herein shall be confidential, shall not be discussed or otherwise disseminated by Contractor without the authorization of District, and shall remain the exclusive property of District. Contractor shall return all such work product to District upon termination or expiration of this Agreement. Contractor further agrees to supply a copy of all documents prepared or maintained in an electronic format to District in such electronic format.

Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the School District; or 2) create any partnership, joint venture, or other association between the School District and Contractor. Any direction or instruction by the School District or any of its authorized representatives in respect of the work shall relate to the results the School District desires to obtain from the work, and shall in no way affect Contractor's or OPERATOR's independent status.

Contractor shall not use the image or likeness of the School District's buildings or the School District's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of the School District, without the School District's prior written consent. Contractor shall not have any authority to advertise or claim that the School District endorses Contractor's or OPERATOR's services, without the School District's prior written consent.

## VI. MONTANA PUPIL ONLINE PERSONAL INFORMATION PROTECTION ACT

In accordance with the Montana Pupil Online Personal Information Protection Act, pupil records continue to be the property of and under the control of the school district. Contractor is prohibited from using any information in pupil records for any purpose other than those required or specifically permitted by this Agreement. Contractor is specifically prohibited from using personally identifiable information in pupil records to engage in targeted advertising.

By executing this Agreement, Contractor certifies that pupil records will not be retained or available upon completion of the terms of the Agreement. Upon completion of this Agreement, Contractor will provide written certification to the School District pupil records are no longer held, possessed or otherwise available to Contractor or its employees, agents, or subcontractors. This requirement does not apply to pupil-generated content if a pupil chooses to establish or maintain an account with the third party for the purpose of storing that content.

Parents, guardians and eligible pupils have the right to inspect the personal information held by the Contractor. Parents, guardians, or pupils should

submit to the school principal written request identifying the information they wish to inspect. The principal will make arrangements for access and notify the requesting party of the time and place the information may be inspected. Contractor will cooperate with the School District to accommodate any inspection request. The rights contained in this section are denied to any person against whom an order of protection has been entered concerning a student.

Parents/guardians or eligible pupils may ask the School District to amend a personal information held by the Contractor they believe is inaccurate, misleading, irrelevant, or improper. They should write the school principal clearly identifying the part of the record they want changed and specify the reason. Contractor will cooperate with the School District to accommodate any amendment request.

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

Parents/guardians or eligible pupils may ask the School District to transfer possession of personal information held by the Contractor to the pupil. Parents, guardians, or pupils should submit to the school principal written request identifying the information they wish to transfer. Contractor will cooperate with the School District to accommodate any transfer request including providing options by which a pupil may transfer pupil-generated content to a pupil's personal account.

Contractor designates \_\_\_\_\_, as the primary employees responsible to ensure the security and confidentiality of pupil records. By signing this agreement, Contractor certifies that designated employees have completed training in pupil information security and confidentiality. Documentation of this training including its scope, duration, and date of completion will be provided to the School District upon request. Compliance with this requirement does not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.

Contractor will immediately provide written notification to the School District of any unauthorized disclosure of pupil information. Contractor will coordinate with the School District to notify the parent, legal guardian, or pupil affected by an unauthorized disclosure of the pupil's records.

## VII. CONFIDENTIALITY SAFEGUARDS:

Contractor will collect and use the School District's Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

If Contractor will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the Contractor acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement. Contractor agrees to indemnify and hold harmless the Board of Trustees of the School District for any damages or costs, including reasonable attorney's fees, which arise out of any gross negligence or willful misconduct by Contractor, its agents and employees concerning its FERPA obligations under this section.

In performing services under this Agreement, Contractor and the School District may be exposed to and will be required to use certain "Confidential Information", as defined below. Contractor and the School District along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.

Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Contractor, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as

necessary for performance of this Agreement. Any such confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance subject to this Agreement

Upon termination or completion of the Services hereunder, upon request of the School District, Contractor will delete the School District's Confidential Information as housed in the Contractor production database(s), provided that Contractor may maintain archival copies for audit purposes and dispute resolution purposes and Contractor may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Contractor shall remain under its contractual obligation of confidentiality and security to the School District and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

Contractor may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify de-identified Data.

Contractor is prohibited from mining the School District's Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District. Contractor shall not use information to amass a profile about a pupil, except in furtherance of K-12 school purposes. Operators shall not sell a pupil's information to unauthorized third parties.

Contractor will not change how School District Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to the School District. This Agreement is the entire agreement between the School District (including all District end users) and the Contractor. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.

Contractor will not share School District data, with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the Contractor, without prior specific and informed written consent of the School District, except as required by law. Contractor will not post School District or specific student data to any searchable or publicly viewable website. Contractor shall not disclose protected information unless the disclosure is made in accordance with School District policy, state or federal law, or with parent consent. Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the protected information and safeguard that information from unauthorized access, destruction, use, modification, or disclosure in accordance with School District policy and this Agreement.

School District Data will not be stored outside of the United States without prior, specific and informed written consent from the School District.

All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the Contractor (or subcontractors) for the School District or from School District-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The Contractor has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.

Except as otherwise expressly prohibited by law, the Contractor will immediately notify the School District of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the Contractor seeking School District Data. If the School District receives a similar request, the Contractor will promptly supply the School District with copies of records or information required by the School District to respond.

Contractor will store and process School District Data in accordance with industry best practices. This includes appropriate administrative, physical,

and technical safeguards to: 1) ensure the security and confidentiality of PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer or to any School District employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.

#### VIII. DATA BREACHES:

Contractor shall notify the School District in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Contractor has either actual or constructive knowledge of a breach which affects the School District's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Contractor shall have actual or constructive knowledge of an Incident if Contractor actually knows there has been an Incident or if Contractor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Contractor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Contractor shall promptly take appropriate action to mitigate such risk or potential problem at Contractor's or OPERATOR's expense. In the event of an Incident, Contractor shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

#### IX. LEGAL COMPLIANCE AND NON-DISCRIMINATION:



All services provided by Contractor under this Agreement will be completed in accordance with state and federal law and School District Policy. Copies of School District Policies are available upon request. The parties specifically agree to collaborate in the enforcement and compliance with the Family Educational Rights and Privacy Act.

All employees hired by Contractor to perform services under this Agreement shall be hired by Contractor on the basis of merit and qualifications to perform the duties necessitated by the requirements of this Agreement. Such qualifications are those abilities of an applicant for employment genuinely related to competent and satisfactory performance of Contractor's obligations under this Agreement. Contractor agrees and warrants that Contractor's hiring practices related to employees performing services under this Agreement, as well as Contractor's practices related to promotion, retention, compensation, and other terms, conditions or privileges of employment, shall be nondiscriminatory, and such hiring, promotion, retention, and general employment practices shall not be based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

#### **X. EMPLOYEE REQUIREMENTS:**

All employees of Contractor performing labor under this Agreement that have unsupervised access to students, including Contractor in the event that Contractor personally performs labor under this Agreement, shall be subjected to a name-based and fingerprint criminal background investigation conducted by an appropriate law enforcement agency. Contractor shall provide to the District the results of such investigation for each employee (including Contractor) prior to any such employee performing any services under this Agreement. The District shall have the authority, in the discretion of the District Superintendent, to prohibit Contractor from permitting any such employee to perform services under this Agreement on the basis of information set forth in the results of a criminal background investigation.

#### **XI. EMPLOYEE MISCONDUCT:**

All employees of Contractor (including Contractor) shall perform services under this Agreement in a professional manner, and shall, at all times while

present on District property, behave in a manner appropriate to a school setting. Contractor shall discipline or terminate the employment of any of Contractor's employees performing services under this Agreement for engaging in any conduct inappropriate to a school setting, including, but not limited to, being under the influence or in possession of alcohol or any controlled substance while on District property; use of foul language; bullying or harassment of District students or staff; or such other conduct deemed inappropriate by the District. The District shall have the authority, in the discretion of the District Superintendent, to prohibit Contractor from permitting any employee to perform services under this Agreement based upon one or more instances of employee misconduct as described herein.

#### **XII. TERMINATION PRIOR TO EXPIRATION OF CONTRACT TERM:**

This Agreement may be terminated at any time prior to expiration of the contract term by mutual agreement of the parties in writing. This Agreement may be terminated unilaterally by either party for cause or noncompliance with the terms, conditions, and requirements set forth herein, provided, however, that the noncompliant party shall first be entitled to a written demand for compliance and a reasonable opportunity to cure any noncompliance therein identified. Failure to cure any identified noncompliance within 20 days of receipt of written demand shall constitute a material breach of this Agreement, and shall entitle the non-breaching party to immediately terminate this Agreement. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the school district

#### **XIII. ENTIRE AGREEMENT, MODIFICATION, AND WAIVER:**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No alteration or modification of this Agreement shall be valid unless evidenced by a writing signed by the parties to this Agreement. A waiver of any term or condition of this Agreement or breach of this agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of this Agreement. Any waiver must be in writing each time a waiver occurs.

#### **XIV. SAVINGS CLAUSE:**

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### XV. NOTICES:

All notices, consents, request, instructions approvals or other communications provided for herein shall be in writing and delivered by both email and personal delivery or regular U.S. mail, return receipt requested, to the last known address of the party being provided such notice.

#### XVI. ENFORCEMENT AND INTERPRETATION:

This Agreement shall be enforced and interpreted pursuant to the laws of the State of Montana. Jurisdiction over any claim or action for interpretation or enforcement of, or otherwise arising from the terms and conditions of this Agreement, shall be with the appropriate Montana District Court.

This agreement is subject to the laws of Montana and School District policy. Contractor is expressly notified that the agreement is subject to the Montana Pupil Online Personal Information Protection Act and violation of the act may be considered a crime a conviction of such may result in a fine not less than \$200 or more than \$500.

Any civil claim arising out of or related to the Agreement, or services provided under the Agreement, may be subject to mediation at the request of either party. School District and Contractor expressly agree that mediation shall not be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section. Any claim not resolved in mediation shall be subject to litigation in accordance with the laws of the State of Montana. Any litigation shall be conducted in Montana district court. Mandatory and exclusive venue for any disputes shall be in the county in which the School District is located.

Notwithstanding anything to the contrary in the Agreement or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder. The parties may mutually agree in writing to

submit a dispute to arbitration but the default dispute resolution shall be litigation. Contractor stipulates that the School District is a political subdivision of the State of Montana, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Montana. By entering into this Agreement, the School District does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law. In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party. The parties acknowledge that, as a public entity in the State of Montana, the School District and entities contracting with the School District must comply with the open records laws of the State.

I have read this Agreement, understand its terms, and agree to be bound thereby. DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Year

\_\_\_\_\_, Date: \_\_\_\_\_

\_\_\_\_\_, Contractor

Title/Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Company Website: \_\_\_\_\_

\_\_\_\_\_, Date: \_\_\_\_\_

\_\_\_\_\_, Board Chair \_\_\_\_\_ School District

ATTEST:

\_\_\_\_\_, Date: \_\_\_\_\_

\_\_\_\_\_, District Clerk \_\_\_\_\_ School District

## OPTIONAL EXHIBIT “A” GENERAL OFFER OF PRIVACY TERMS

**1. Offer of Terms** Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district (“Subscribing LEA”) who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. This General Offer shall extend only to privacy protections and Provider’s signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider’s signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Provider's Name: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title/Position:

\_\_\_\_\_

## **2. Subscribing LEA (Local Education Agency)**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA's individual information is contained on the next page.

The Subscribing LEA and the Provider \_\_\_\_\_ shall therefore be bound by the same terms of this DPA.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

COUNTY OF LEA:

\_\_\_\_\_

## FLAUREL SCHOOL DISTRICT

**R = required**

### 4000 SERIES COMMUNITY RELATIONS

#### TABLE OF CONTENTS

4000	Goals
<b>R</b> 4120 – 4120P	Public Relations
4210 - 4210P	School-Support Organizations
4301	Visitors to Schools
<b>R</b> 4310	Public Complaints and Suggestions
4315	Visitor and Spectator Conduct
<b>R</b> 4316	Accommodating Individuals with Disabilities
4320	Contact with Students
4321	Distribution of Fund Drive Literature through Students
<b>R</b> 4330	Community Use of School Facilities
4330P	Rules and Regulations for Building Use
4330F	Facilities Use Agreement
4331	Use of School Property for Posting Notices
4332	Conduct on School Property
4340	Public Access to District Records
4410	Relations with Law Enforcement and Child Protective Agencies
4411	Interrogation and Investigations Conducted by School Officials
4512	Independent School Students - Participation in Athletics/Activities
4520	Cooperative Programs with Other Districts and Public Agencies
4540	Cooperative Programs with Business and the Business Community
4541	Laurel High School Honorary Diploma
4550	Registered Sex Offenders

**Laurel School District #7 & 7-70**

**COMMUNITY RELATIONS**

4000

Goals

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

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

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

Policy History:

Adopted on: 07/20/1998

Reviewed on: 07/09/2012

Revised on:



2  
3 **COMMUNITY RELATIONS**

4120

4  
5 Public Relations

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

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

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

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

26  
27 Policy History:

28 Adopted on: 07/20/1998

29 Reviewed on:

30 Revised on: 07/09/2012

**Laurel School District #7 & 7-70**

**COMMUNITY RELATIONS**

4120P

Public Relations Program

Principals are expected to initiate media coverage of their school programs and activities. The superintendent shall authorize the release of information when the topic being covered involves more than one building. The following guidelines relate to the public information program.

1. Media representatives shall be supplied factual public information. The appropriate administrator shall judge whether information is public or confidential. In cases where it is not clear, the superintendent will decide.
2. Media representatives must be kept fully informed on all aspects of the program so that any reporting will be done on the basis of a complete and accurate overview.
3. Any district photograph which might invade an individual's right of privacy may not be released.
4. Media representatives may attend school functions to which the public is invited.
5. During regular school hours, all media representative must report to the building office for identification and authorization before going to any part of the building or grounds or contacting any individual.
6. Media representatives must have authorization from the building principal to cover activities to which the public is not invited. The media representative will not be excluded without justification.
7. The board chair shall represent the board concerning media communications.

Policy History:

Adopted on: 07/20/1998

Reviewed on: 07/09/2012

Revised on:

5 School-Support Organizations

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

11  
12 Parent organizations and booster clubs are recognized by the Board and permitted to use the  
13 District's name, a District school's name, or a District school's team name or any logo  
14 attributable to the District, provided they first receive the Superintendent's or designee's express  
15 written consent. Consent to use one of the above-mentioned names or logos will generally be  
16 granted, if the organization or club has bylaws containing the following:

- 17  
18 1. The organization's or club's name and purpose, such as to enhance students' educational  
19 experiences, to help meet educational needs of students, to provide extra athletic benefits  
20 to students, to assist specific sports teams or academic clubs through financial support, or  
21 to enrich extracurricular activities.  
22  
23 2. The rules and procedures under which it operates.  
24  
25 3. An agreement to adhere to all Board policies and administrative procedures.  
26  
27 4. A statement that membership is open and unrestricted, meaning that membership is open  
28 to parents/guardians of students enrolled in the school, District staff, and community  
29 members.<sup>1</sup>  
30  
31 5. A statement that the District is not, and will not be, responsible for the organization's or  
32 club's business or the conduct of its members.  
33  
34 6. An agreement to maintain and protect its own finances.  
35  
36 7. A recognition that money given to a school cannot be earmarked for any particular  
37 expense. Booster clubs may make recommendations, but cash or other valuable  
38 consideration must be given to the District to use at its discretion. The Board's legal  
39 obligation to comply with Title IX by providing equal athletic opportunity for members  
40 of both genders will supersede an organization or club's recommendation.<sup>2</sup>

---

<sup>1</sup> An alternative follows:

An agreement not to engage in discrimination based on someone's innate characteristics or membership in a suspect classification.

<sup>2</sup> Booster clubs are understandably selective in their support. However, by accepting booster club assistance that creates vast gender differences, 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).

Permission to use one of the above-mentioned names or logos may be rescinded at any time and 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 organization or booster club, regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos.<sup>3</sup> The Superintendent shall designate an administrative staff member to serve as the liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff will be encouraged to participate in the organizations.

#### Fundraising by School Support Groups

Fundraising by school support groups is considered a usual and desirable part of the function of such groups. Specific fundraising activities must be approved in advance by the principal.

The principal must be consulted before any expenditure of such funds. All such funds raised by school adjunct groups are to be used for direct or indirect support of school programs. Equipment purchased by support groups and donated to the schools becomes the property of the District and may be used or disposed of in accordance with District policy and state law.

#### Policy History:

Adopted on: 07/20/1998

Reviewed on:

Revised on: 07/09/2012

---

<sup>3</sup> Booster clubs 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 club 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 club: (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 clubs.

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4210P

page 1 of 2

4  
5 School-Support Organizations

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

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

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

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

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

present his/her recommendation to the Board for approval.

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

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

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

Procedure History:

Promulgated on: 07/09/2012

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4301

4  
5 Visitors to Schools

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

13  
14  
15  
16 Cross Reference: 4313 Disruption of School Operations

17  
18 Policy History:

19 Adopted on: 07/20/1998

20 Reviewed on:

21 Revised on: 07/09/2012, 11/14/16, 6/24/19

2  
3 **COMMUNITY RELATIONS**

4310

5 Public Complaints and Suggestions

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

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

13  
14  
15  
16 Cross Reference: 1700 Uniform Complaint Procedure

17  
18 Policy History:

19 Adopted on: 07/20/1998

20 Reviewed on:

21 Revised on: 07/09/2012



COMMUNITY RELATIONS

4315

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 Administrator on Duty. The Administrator on Duty will refer the matter to the Superintendent for consideration of restricted access. 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 or illegal substance;
- Possessing a weapon;
- 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 restrict access to school buildings or property by delivering or mailing a notice by certified mail with return receipt requested, containing:

1. Description of the unsportsmanlike or inappropriate conduct; and
2. Duration of denial of admission to school buildings or property or school events.

For appeal of the superintendent's decision, refer to policy 1700.

Cross Reference:	4301	Visitors to School
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

Policy History

Adopted on: 07/20/1998

Reviewed on:

Revised on: 07/09/2012, 06/24/19, 3/9/2020

2  
3 **COMMUNITY RELATIONS**

4316

4  
5 Accommodating Individuals With Disabilities

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

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

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

- 17  
18 1. Oversee District compliance efforts, recommend necessary modifications to the Board,  
19 and maintain the District's final Title II self-evaluation document and keep it available  
20 for public inspection for at least three (3) years after its completion date (*for districts*  
21 *having fifty (50) or more full- or part-time employees*).  
22  
23 2. Institute plans to make information regarding Title II protection available to any  
24 interested party.

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

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

34  
35  
36  
37 Cross Reference: 1700 Uniform Complaint Procedure

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

41  
42 Policy History:

43 Adopted on: 07/09/2012

44 Reviewed on:

45 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4320

4  
5 Contact with Students

6  
7 Students are entrusted to the schools for educational purposes. Although educational purposes  
8 encompass a broad range of experiences, school officials must not assume license to allow  
9 unapproved contact with students by persons not employed by the District for educational  
10 purposes. Teachers may arrange for guest speakers on appropriate topics relative to the  
11 curriculum. Principals may approve guests, community groups, and/or school assemblies on  
12 specific educational topics of interest and relevance to the school program.

13  
14 The District will not allow access to the schools by outside organizations desiring to use the  
15 captive audience in a school for information, sales material, or special interest purposes.

16  
17  
18  
19 Policy History:

20 Adopted on: 07/20/1998

21 Reviewed on: 07/09/2012

22 Revised on: 5/13/2019

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4321

4  
5 Distribution of Fund Drive Literature Through Students

6  
7 It is the policy of this District to refrain from having the students, as student body members, used  
8 for collection or dissemination purposes.

9  
10 Exceptions to this policy will be considered when recognized or student or school-affiliated  
11 organizations of the District request permission to participate in such activity.

12  
13  
14  
15 Policy History:

16 Adopted on:

17 Reviewed on: 07/09/2012

18 Revised on:

COMMUNITY RELATIONS

4330

Community Use of School Facilities

School facilities are available to the community for educational, civic, cultural, and other noncommercial uses consistent with the public interest, when such use will not interfere with the school program or school-sponsored activities. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by District conduct rules at all times as outlined in board policy 4332.

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

Administration will approve and schedule various uses of school facilities. A master calendar will be kept 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 Activity Director in advance of the event as far as possible, preferably at least 72 hours.

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

Cross Reference: 4332 Conduct on School Property

Policy History:

Adopted on: 07/09/2012  
Reviewed on:  
Revised on: 07/02/2018

Rules and Regulations for School Facility Use

The Superintendent is authorized to develop procedures subject to board approval for use of school facilities, including rental rates, supervisory requirements, restrictions, security, etc.

District-sponsored activities, including curricular and co-curricular functions, have first priority in use of facilities.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor for the purposes it represents. All uses will be by written contract. Any advertising or announcement by the user must include the following statement: "This program is sponsored by (name of user). Use of school district facilities does not constitute support of or endorsement by the Laurel Public Schools." In a print advertisement or announcement, the disclaimer must be the same size as the font used to announce the location of the program. The remedy for failure to comply with this provision will be to immediately rescind the facility use contract.

The administration is authorized to adjust personnel charges as needed to reflect the actual cost to the district.

Application for use of any school facility shall first be made to the Activity Director who shall be responsible for the coordination of the scheduling of the spaces within the buildings, proper paperwork, and collection of fees. The Business Office shall be responsible for developing a request form and contract outlining the following requirements for use of school-owned facilities which the Activity Director will distribute upon request.

The Superintendent shall determine a fee schedule applicable for the use of school facilities. The fee schedule shall be evaluated on a biennial basis. For rental rate purposes, the organizations seeking the use of the school facility have been divided into three categories:

Category 1: Groups in this category are basically community groups (church or secular) whose memberships involve Laurel school-age children whose leaders or advisors are generally non-paid adults and whose main purpose is to in some

way

educate the youngster member. These groups will not be charged a rental fee for the use of the buildings except the LHS auditorium, any computer labs or the Stadium.

However, they will be charged custodial fees should their use of the facility require employee hours beyond those which the custodial staff would have needed had the building not been used by the community group. Supervisor, technical support or food service employee fees will be charged if required for the event. No charge will

5 will be made for any school activities including P.T.A., Parent Advisory Councils, Booster Clubs, and university classes requested by the district- nor for district, county, state or national election voting places.

Category 2: This category includes all community non-profit organizations (IRS numbers) and community groups of people who wish to use facilities owned by the school district for lectures, promotional activities, political rallies, entertainment, college courses, athletic groups, exercise groups, dance groups, church services or other activities for which public halls or commercial facilities generally are rented. The district shall charge a rental rate which will recover utility, capital expense, maintenance, energy and overhead costs for the use of the facility. Should there be custodial, supervisor, technical support or food service employee costs incurred as a result of the use, these costs will also be charged.

Category 3: This group shall include all for-profit organizations not listed in #1 or #2 and non-profit organizations from outside the community. Charge for the use of school facilities in the Category 3 groups shall be double that charge for Category 2 above. Should there be custodial, supervisor, technical support or food service employee costs incurred as a result of the use, these costs will also be charged.

### **Other Relevant Information**

Sponsoring organizations and groups using facilities shall provide sufficient, competent help and/or special supervision, and the amount of adequate supervision shall be agreed upon at the time the contract is issued. Groups are expected to leave facilities in the condition they found them. If district finds it in an unacceptable condition a charge may be assessed to the group and the group may be denied access in the future.

Alcoholic beverages and narcotics shall not be permitted on school facilities or on school property at any time. The use of drugs, alcohol and tobacco is prohibited on all school district property. All applicants for use of school facilities shall hold the district free and without harm from any loss, damage or liability of expense that may arise during or be caused in any way by such use or occupancy of school facilities. In the event that property loss or damage is incurred during such use or occupancy, the amount of damage shall be decided by the superintendent and the bill for damages shall be presented to the group using or occupying the facility during the time the loss or damage was sustained. Failure to return keys will result in loss of security deposit.

Because of the value of the district's playing fields and the community's total recreational opportunity, the fields may be used by all residents. The appropriate rate schedule will apply. Use must be appropriate and compatible with each playing field and its surrounding

area. Such use shall not result in construction, damage or undue wear or pose a hazard to children or others.

Activities which endanger others or cause damage to fields and lawns are prohibited. Should damage to fields or lawns occur, the superintendent shall make a reasonable effort to obtain restitution for any damage.

A custodian or other authorized staff member who is not participating in the activity may be required to be on the premises when any non-school group is using the school buildings at the expense of the group renting the facility.

The district reserves the right to require any groups to supply additional liability insurance with the district insured for an amount specified by the Business Manager. User groups will be required to provide liability coverage of \$1,000,000. The decision will be made on an individual renting group basis dependent upon level of risk.

The Laurel School District reserves the right to deny groups the use of facilities due to poor usage or damage in past. The Laurel School District cannot anticipate every rental facility request but all groups will be placed into one of the three categories. Additional fees may be added with costs determined by district office without notice due to new and unique requests. Rental fee and security deposit payments are required prior to use.

#### Rate Schedule

##### **CATEGORY 1 USERS**

No fee shall be charged for the use of facilities except the following: LHS Auditorium (\$25), any computer lab (\$10) and the Stadium (\$100).

Supervisor, custodial, and food service employee hours caused by use of Category 1 users shall be charged out at a rate of \$25.00 an hour per employee. Technical support hours shall be charged out at a rate of \$35.00 an hour per employee. Hours are rounded up to the next hour. A refundable security deposit of \$25 is required prior to use.

##### **CATEGORY 2 USERS**

The following fee schedule will be in place for Category 2 users:

#### Facility Flat/ Hourly Rate

HS Gym Daily \$250

HS Gym Hourly \$50

HS Gym with locker room \$300

HS Gym with locker room Hourly \$75

Auditorium Daily \$250

Auditorium with lights and sounds \$300

Auditorium Hourly \$50

Auditorium Hourly with lights & sound \$75

HS Depot \$50

HS Depot and Kitchen \$75



HS Library \$25  
HS classrooms, all other rooms \$25

4330P

Page 4 or 5

HS computer labs \$100  
Fields \$25  
Stadium without Press Box \$1000  
Stadium with Press Box or Lights \$1250  
Stadium with Press Box and Lights \$1500  
LMS gym Daily \$200  
LMS Gym Hourly \$50  
Elementary gyms Daily \$100  
Elementary Gyms Hourly \$25  
LMS Cafeteria/Commons \$50  
Elementary Cafeterias/Commons \$25  
LMS and Elementary classrooms \$25  
LMS and Elementary Computer Labs \$100

Category 2 users that use facilities on a reoccurring schedule for an extended period or season for student related activities shall be charged a rate of \$25 per participant per extended period or season.

Supervisor, custodial, and food service employee hours caused by use of Category 2 users shall be charged out at a rate of \$25.00 an hour per employee. Technical support hours shall be charged out at a rate of \$35.00 an hour per employee. Hours are rounded up to the next hour. A refundable security deposit of \$25 is required prior to use.

### **CATEGORY 3 USERS**

Category 3 users will pay double the rates listed above for Category 2 users for the use of all facilities.

Supervisor, custodial, and food service employee hours caused by use of Category 3 users shall be charged out at a rate of \$25.00 an hour per employee. Technical support hours shall be charged out at a rate of \$35.00 an hour per employee. Hours are rounded up to the next hour. A refundable security deposit of \$25 is required prior to use.

### **Rental of Computer Labs/Devices**

Computer labs may be rented under the following conditions:

1. A staff member from the Technology Department may be required to present at all time during the rental. Technical support hours shall be charged out at a rate of \$35.00 an hour per employee.
2. Use of the lab will require a signed agreement per the following (in addition to the Facility Use Agreement):

- a. Notification provided 48 hours prior to rental so Technology Department staff can configure a user log-on appropriate to the needs of the rental and determine lab availability.
- b. Filtered CIPA compliant internet access will be provided. Users will be required to sign and adhere to the district's responsible use policy. Violations may result in loss of computer access.
- c. Computer lab rules are as follows:
  - No changes permitted on the hard drive or software programs
  - No food or drinks permitted in the lab
  - No saving on the devices; cloud storage recommended
- d. Renter assumes responsibility for any damage.

Devices may be rented under the following conditions:

1. A staff member from the Technology Department may be required to be present at all times during the rental. Technical support hours shall be charged out at a rate of \$35.00 an hour per employee.
2. LPS devices are configured to connect to LPS wifi. If any customization of the wifi connection is needed, then technical support hours will be charged.
3. Use of LPS devices will require a signed agreement per the following (in addition to the Facility Use Agreement):
  - a. Notification provided 48 hours prior to rental so Technology Department staff can configure a user sign-on appropriate to the needs of the rental and determine device availability.
  - b. Filtered CIPA compliant internet access will be provided. Users will be required to sign and adhere to the district's responsible use policy. Violations may result in loss of device access.
  - c. Computer lab rules are as follows:
    - No food or drinks permitted near devices.
  - d. Renter assumes responsibility for any damage

4330P

Page 5 of 5

### **Examples of Category Assignments**

- Laurel Youth Soccer Category 1
- Laurel Men's Wednesday Night Basketball Category 2
- Laurel Youth Traveling Basketball Practice Category 1
- Out of town Youth Traveling Basketball Practice Category 3
- Youth Traveling Basketball Tournament Category 3
- Upward Basketball Camp Category 1
- Little Locomotive Camps Category 1
- Laurel Youth Tournament for purpose of world travel Category 3
- District sponsored staff training Category 1
- Laurel Teacher provision of professional training Category 2
- For profit provision of professional training Category 3
- Class Reunions Category 2

### **Procedure History:**

Promulgated on: 07/10/2006

Reviewed on: 07/09/2012

Revised on: 07/02/2018, 11/30/20

**SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT**  
**Laurel Public Schools 7 & 7-70**

Organization or Individual Requesting Facility Use: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date and Hours of Requested Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

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

**District Contact Person**

The Facility Secretary will be the District contact person. Any issues should be addressed to this individual. The phone number is (406) 628-3586.

**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 alterations of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. Facility must be left in the same condition as found or better.
7. Shall employ Custodial Staff from Laurel Public School if required.
8. Shall employ Laurel Public Schools Staff for lights, sound, and scoreboard at the Sports Complex.
9. Coke Products will be the only refreshments allowed at any event at Laurel Public Schools.
10. Lessee agrees that they will not use the District equipment, tools, or furnishings, located in or about described facilities not included in this contract, without first seeking and received approval of the District representative.
11. Lessee agrees to pay all fees under this contract. Lessee agrees to compensate for any loss of or damage to equipment, damage to any wiring, and damage to the premises from any cause during the term of the contract.
12. Concessions: The District retains the right of all food and beverage concessions unless prior arrangements have been made with the District representative.
13. Any advertising or announcement by the user must include the following statement: "This program is sponsored by (name of user). Use of school district facilities does not constitute support of or endorsement by the Laurel Public Schools." In a print advertisement or announcement, the disclaimer must be the same size as the font used to announce the

location of the program. The remedy for failure to comply with this provision will be to immediately rescind the facility use contract.

### **Rent and Deposit**

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

### **Indemnification**

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

### **Insurance**

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

### **Special Events Coverage**

The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,0000 per occurrence and \$2,000,000 aggregate should be purchased.

### **Assumption of Risk**

The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil

liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.

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

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

#### **Acquisition of Building Keys**

The Lessee must make arrangement for a building key with the Facility Secretary at 300 E. Maryland Lane between 8:00 am to 4:00 pm prior to the scheduled use of the facility. A refundable security deposit of \$25.00 is required prior to use. It is the responsibility of the lessee to return the key to the Facility Secretary by 9 am the next business day following the event or at the end of the scheduled season. Lessee should be out of the facility no later than 10:00 pm.

#### **Facilities and Equipment**

When leasing any school facility, do NOT prop open any doors/gates (entrances or exits). Failure to keep doors closed may result in loss of facility use. When you enter the building/facility the doors/gates (entrances or exits) are to be closed. Lessee will be responsible for securing the building and/or property following the use of the facility. Do not allow any other groups or persons into the building and/or facility when you leave, they should have their own set of keys.

All heat and lighting of facilities shall be furnished except field stadium lights at the Laurel Sports Complex. The district shall supply ordinary maintenance, but the Lessee shall be responsible for damages to school property which occurs as a direct result of its use by the Lessee. Any damages should be reported immediately if necessary or during post inspection walkthrough.

Equipment other than that presently available in the facility leased must be provided by the Lessee at his/her cost, and approved by the District. A list of any equipment being brought into the facility or grounds shall be provided and affixed to the contract prior to signing. All liability arising from loss of property or accident to a person or persons a part of or attending the function or activity sponsored by the Lessee shall be the obligation and responsibility of the Lessee.

No equipment or facilities not specifically requested in writing and approved by the Activity Director or Laurel School District Superintendent will be used.

#### **Staffing for Events**

All policing, crowd control, ticket sales and other personnel shall be the responsibility of the lessee unless provisions have been specifically made in this contract. Laurel Public Schools reserves the right to impose security and safety requirements as seen fit.

When leasing a facility with stage lights, sounds and/or football score board, the Lessee will be required to employ a light and sound person trained and authorized by Laurel Public Schools at a rate of \$35.00 per hour.

When Laurel School District Kitchen Facilities are rented, Lessee is required to hire a current staff member approved/appointed by the District at a rate of \$25.00 per hour.

A \$25.00 per hour charge shall be assessed for any time necessary that a school official need be on duty at the event.

#### **Clean up of Facilities**

The District asks that at the conclusion of the event, all areas used be cleared and cleaned and left in the same condition as it was upon entering the building and/or property. The Lessee is responsible for general cleanup. If any additional cleaning is required (as determined by the District Maintenance Staff) the Laurel School District cleaning staff will do the cleaning. Due to the Department of Labor and audit requirements, the Laurel School District is responsible for payment of these wages through its payroll system. The Lessee will be billed for these additional cleaning costs.

#### **Non-Discrimination**

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

#### **District's Rights**

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes. The District reserves the right to cancel the event if the payment specified in the agreement or the certificate of insurance is not received by the date of the event.

Laurel Public Schools representative along with Lessee representative will conduct a pre-inspection and post-inspection check off list.

The Lessee has received a copy of the School Facilities Policy of the Laurel School District 7 & 7-70 and agrees to abide by said policy.

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Key Picked Up By: \_\_\_\_\_ Date: \_\_\_\_\_

District Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Laurel Public Schools**

### Facility-Use Checklist

	YES	NO	
	(Check One)		
Exterior doors locked before use			
Area trash picked up before use			
Area floor cleaned before use			
Exterior doors locked after use			
Area trash picked up after use			
Area floor cleaned after use			
Bleachers cleaned and pushed back			
Tables folded and put away			
Check condition of all restrooms that were accessed			
Lights off			
Interior doors locked			
Was anything damaged during use? (Provide details)			
Did you notice anything damaged from previous use that needs to be repaired? (Provide details)			
Additional Comments			

Pre-Inspection completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Post-Inspection completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Laurel School District #7 & 7-70**

**COMMUNITY RELATIONS**

4331

Use of School Property for Posting Notices

Non-school-related organizations may request permission of the building principal to display posters in the area reserved for community posters or to have flyers distributed to students.

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

- A. Disrupt the educational process;
- B. Violate the rights of others;
- C. Invade the privacy of others;
- D. Infringe on a copyright;
- E. Be obscene, vulgar, or indecent; or
- F. Promote 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.

Policy History:

Adopted on: 07/20/1998

Reviewed on:

Revised on: 07/09/2012



1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4332

4  
5 Conduct on School Property

6  
7 In addition to prohibitions stated in other District policies, no person on school property shall:

- 8  
9 1. Injure or threaten to injure another person;
- 10  
11 2. Damage another's property or that of the District;
- 12  
13 3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
- 14  
15  
16 4. Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor products as defined in 16-11-302, MCA, or other similar products;
- 17  
18  
19 5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or possess weapons (as defined in Policy 3310/3311) at any time;
- 20  
21  
22 6. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity occurring on school property;
- 23  
24  
25 7. Enter upon any portion of school premises at any time for purposes other than those which are lawful and authorized by the Board; or
- 26  
27  
28 8. Willfully violate other District rules and regulations.
- 29

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

31  
32  
33 Cross Reference: 3310 Student Discipline  
34 3311 Firearms and Weapons

35  
36 Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081  
37 Smoke Free School Act of 1994  
38 16-11-302, MCA Definitions  
39 § 20-1-220, MCA Use of tobacco product in public school building or on  
40 public school property prohibited  
41 § 20-5-410, MCA Civil penalty

42  
43 Policy History:

44 Adopted on: 07/09/2012

45 Reviewed on:

46 Revised on: 09/08/15

4  
5 Public Access to District Records

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

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

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

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

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

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

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

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

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

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

Legal Reference: Title 20, Ch. 6, MCA School districts  
§ 2-6-109, MCA Prohibition on distribution or sale of mailing lists –  
exceptions – penalty

Policy History:

Adopted on: 07/20/1998  
Reviewed on: 07/09/2012  
Revised on: 06/24/19

2  
3 **COMMUNITY RELATIONS**

4410

4  
5 Relations With Law Enforcement and Child Protective Agencies

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

15  
16 The District will strive to develop and maintain cooperative working relationships with the law  
17 enforcement agencies. Procedures for cooperation between law enforcement, child protective, and school  
18 authorities will be established. Such procedures will be made available to affected staff and will be  
19 periodically revised.

20  
21 County Interdisciplinary Child Information and School Safety Team

22  
23 The District will participate in the Yellowstone County interdisciplinary child information and school  
24 safety team established by Section 52-2-211, MCA. This team consists of county-level representatives of  
25 the youth court, the county attorney, the department of public health and human services, the county  
26 superintendent of schools, the sheriff, the chief of any police force, the superintendents of public school  
27 districts in the County, and the department of corrections.

28  
29 The purpose of the team is “to facilitate the exchange and sharing of information that one or more team  
30 members may be able to use in serving a child in the course of their professions and occupations,  
31 including but not limited to abused or neglected children, delinquent youth, and youth in need of  
32 intervention, and of information relating to issues of school safety.”

33  
34 The Superintendent is authorized to request information from the interdisciplinary child information and  
35 school safety team regarding students in the School District. The Superintendent shall utilize this  
36 authority on a regular basis to ensure the safety and security of the District.

37  
38 Cross Reference: 4313 Disruption of School Operations

39  
40 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty  
41 § 52-2-211, MCA County Interdisciplinary Child Information and  
42 School Safety Team  
43  
44

45 Policy History:

46 Adopted on: 07/20/1998

47 Reviewed on: 07/09/2012

48 Revised on: 06/24/19

5  
6 Interrogation and Investigations Conducted by School Officials

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

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

20  
21 School Resource Officer

22  
23 Laurel School District contracts with the Laurel Police Department to provide School Resource  
24 Officers (SROs) to maintain a safe and secure environment conducive to learning. Whenever  
25 possible all interactions between students and law enforcement at schools with SROs assigned  
26 shall be coordinated through the SROs as specified within the duties of the contract.

27  
28 Duties:

- 29  
30 1. Abide by school board policies and shall consult with and coordinate activities through  
31 the school principal but shall remain fully responsive to the chain of command of the law  
32 enforcement agency in all matters relating to employment and supervision.  
33  
34 2. Develop expertise in presenting various subjects; particularly in meeting federal and state  
35 mandates in drug abuse prevention education and shall provide these presentations at the  
36 request of school personnel in accordance with the established curriculum.  
37  
38 3. Encourage individual and small group discussions about law enforcement related matters  
39 with students, faculty and parents.  
40  
41 4. Attend meetings of parent and faculty groups to solicit their support and understanding of  
42 the School Resource Officer Program and to promote awareness of law enforcement  
43 functions.  
44  
45 5. Be familiar with all community agencies that offer assistance to youths and their families  
46 such as mental health clinics, drug treatment centers, etc.

6. Confer with the administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
7. Coordinate with the administration when conducting an investigation into alleged violations of District policy that also could be a violation of the criminal code during school hours, on school property or students travelling to or from school.
8. Advise the administration before requesting additional enforcement assistance on campus and undertake all additional responsibilities at the administration's direction.
9. In order to assure the peaceful operation of school-related programs, SROs will whenever possible, participate in or attend school functions.
10. Reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at events where it will enhance the image of officers and their ability to perform their duties.
11. Coordinate with the administration and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.
12. File reports as required by the school district and/or law enforcement agency.

#### Investigations by Law Enforcement

When a student becomes involved with law enforcement officers due to events outside of the school environment and officers other than a SRO must interact with a student, the officer(s) is requested to confer with the student when he/she is being investigated for conduct not under the jurisdiction of the school. If this cannot be arranged, the SRO is the first person of contact for law enforcement. If for any reason the SRO is not available to respond to a request, the following steps shall be taken to cooperate with the authorities.

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

#### Cooperation with Law Enforcement

Although cooperation with law enforcement officers will be maintained, it is the preference of the District that it will not normally be necessary for law enforcement officers to initiate, and conduct any investigation and interrogation on the school premises, during school hours, pertaining to criminal activities unrelated to the operation of the school. It is preferred that only in demonstrated emergencies, when law enforcement officers find it necessary, will they conduct such an investigation during school hours. These circumstances might be limited to those in which delay might result in danger to any person, flight of a person reasonably suspected of a crime from the jurisdiction or local authorities, destruction of evidence, or continued criminal behavior.

No school official, however, should ever place him/herself in the position of interfering with a law enforcement official in the performance of his or her duties as an officer of the law. If the law enforcement officials are not recognized and/or are lacking a warrant or court order, the building principal shall require proper identification of such officials and the reason(s) for the visit to the school. If the principal is not satisfied, he/she shall attempt to notify the Superintendent and the officer's superior, documenting such action.

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

#### Taking a Student into Custody

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

When it is necessary to take a student into custody on school premises and time permits, the law enforcement officer shall be requested to notify the principal and relate the circumstances necessitating such action. When possible, the principal shall have the student summoned to the principal's office where the student may be taken into custody. In all situations of interrogations, arrest or service of subpoenas of a student by law enforcement officers on school premises, all

practicable steps shall be taken to ensure a minimum of embarrassment or invasion of privacy of the student and disruption to the school environment.

Disturbance of School Environment

Law enforcement officers may be requested to assist in controlling disturbances of the school environment which the Principal or other school administrator has found to be 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

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on: 01/09/2017



**Laurel School District #7 & 7-70**

**COMMUNITY RELATIONS**

4512

Independent School Students - Participation in Athletics/Activities

Students who are residents of District #7-70 and are attending a private or parochial school or who are being home schooled may participate in 7th and 8th grade athletic programs at Laurel Middle School providing the following guidelines are followed:

1. The student must be a resident of District #7-70 and of comparable age for the average 7th or 8th grade student.
2. The student may only participate in one of the 7th and 8<sup>th</sup> grade sports programs at the Laurel Middle School. The student may not participate in any other activity or scholastic program at the Laurel Middle School except as provided for by state or Federal law.
3. The student may not participate in the same sport both through the private or parochial athletic system and through the Laurel Middle School.
4. The student must have a valid physical as prescribed by district policy and procedure. In addition, the student must meet the state immunization requirements applicable to public schools.
5. The student and his/her parent/guardian must agree to and sign the medical release form and athletic pledge established for the middle school. In addition, the appropriate authority or the parent/guardian must agree to attest in writing to the student being academically eligible according to the guidelines and time line provided for in the middle school handbook.
6. The student must also pay the non-refundable district participation fee applicable to all out-of- district students who participate in Laurel Middle School athletic programs. Students in grades 9-12 who are residents of District #7 and are attending a private or parochial school or who are being home schooled may not participate in any academic, athletic, or activity programs at Laurel High School except as provided for by state and Federal law.

Policy History:

Adopted on: 09/25/1995

Reviewed on: 07/09/2012

Revised on:

**Laurel School District #7 & 7-70**

**COMMUNITY RELATIONS**

4520

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

Policy History:

Adopted on: 07/20/1998

Reviewed on: 07/09/2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4540

5 Cooperative Programs with Business and the Business Community

6  
7 The board believes that cooperation and support between the district and the business community  
8 is mutually beneficial. In addition, the school system has a major role in the economic life of the  
9 business community.

10 Therefore, the district will:

- 11  
12 1. strive to achieve and maintain a philosophy of partnership with the local business  
13 community;  
14 2. when appropriate, legal and economically feasible, as determined by the  
15 superintendent, make district purchases locally;  
16 3. seek to promote cooperative projects and business partnerships that will benefit  
17 the district financially, and/or be of educational benefit to the students and  
18 programs of the district;  
19 4. strive to recognize contributions from the business community;  
20 5. join and participate in those major organizations representing the business  
21 community and Identified as appropriate for district membership by the  
22 superintendent;  
23 6. consider business requests/proposals for cooperative projects and partnerships on  
24 an individual basis, the final evaluation and determination of which will be at the  
25 discretion of the board.

26  
27 The Superintendent is responsible for making the determination as to when a request of proposal  
28 is significant enough for board consideration as provided for above in item number 6.

29  
30 Policy History:

31 Adopted on: 11/24/1997

32 Reviewed on: 07/09/2012

33 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4541

4  
5 Laurel High School Honorary Diploma

6  
7 Overview:

8  
9 The Laurel School District Superintendent and Laurel Board of Trustees have established an  
10 Honorary High School Diploma to provide special recognition to certain individuals. The school  
11 district recognizes the important contributions and/or sacrifices made in awarding this honor.  
12 The issuance of an honorary high school diploma by the Laurel School District recognizes that  
13 what an individual did not get in the school classroom, they learned in the classroom of life.

14  
15 Eligibility:

16  
17 To be eligible for an Honorary High School Diploma, the individual must meet all of the  
18 following requirements:

- 19  
20 1. Be a current Montana or former Montana resident.  
21 2. Did not receive a high school diploma from any other school.  
22 3. Led a productive life and served his/her community.  
23 4. Gained substantial knowledge and skills through work.  
24 5. Unable to continue his/her education because of financial hardship or other personal  
25 reasons.

26  
27 Note: Honorary Diplomas may also be issued to the families of deceased students at the  
28 discretion of the superintendent/board.

29  
30 Application Procedure:

- 31  
32 1. An application form will be available at the high school.  
33 2. The application form may be completed by the individual or by an immediate family member  
34 on his/her behalf if the person is deceased or incapacitated. Letters of recommendation are  
35 encouraged.  
36 3. Candidates will be recommended by the superintendent to the school board for approval.  
37 4. All deliberations and decisions will be confidential.  
38 5. The board will consider awarding up to 3 diplomas per year.

39  
40 Policy History:

41 Adopted on: 04/25/2005

42 Reviewed on: 07/09/2012

43 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **COMMUNITY RELATIONS**

4550

page 1 of 2

4  
5 Registered Sex Offenders

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

12  
13 Employment

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

19  
20 School Off Limits

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

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

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

41  
42 Rights of Parents on the Sex Offender Registry

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

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

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

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

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

Legal Reference:	§ 46-23-501, MCA	Sexual or Violent Offender Registration Act
	<a href="http://www.doj.mt.gov/svor/">www.doj.mt.gov/svor/</a>	Sexual or Violent Offender Registry

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on:

## LAUREL SCHOOL DISTRICT

**R = required**

### 5000 SERIES PERSONNEL

#### TABLE OF CONTENTS

5000	Board Goal/Personnel
<b>R</b> 5002	Accommodating Individuals with Disabilities
5006	Code of Ethics for all Laurel Public School Employees
<b>R</b> 5010	Equal Employment Opportunity, Non-Discrimination, and Sex Equity
<b>R</b> 5012	Sexual Harassment of Employees
5012F	Harassment Reporting Form for Employees
5015P	Sexual Harassment Grievance Procedure - Employees
5015	Bullying/Harassment/Intimidation
5120	Hiring Process and Criteria
5121	Applicability of Personnel Policies
5122	Fingerprints and Criminal Background Investigations
5122F	Applicant Rights and Consent to Fingerprint
5125	Whistle Blowing and Retaliation
5130	Staff Health
5140	Classified Employment and Assignment
5210	Assignments, Reassignments, Transfers
5213	Vacancies
5220	Prohibition on Aiding Sexual Abuse
5221	Work Day
<b>R</b> 5222	Evaluation of Non-Administrative Staff
5223	Personal Conduct
5224	Political Activity
5226	Drug-Free Workplace
<b>R</b> 5228 - 5228P	Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
5228F	Request for Records
5230	Prevention of Disease Transmission
5231 - 5231P	Personnel Records
5232	Abused and Neglected Child Reporting
5232F	Report of Suspected Child Abuse or Neglect
<b>R</b> 5240	Resolution of Staff Complaints/Problem-Solving
5250	Non-Renewal of Employment/Dismissal from Employment
5251	Resignations
5253	Retirement Programs for Employees
5254	Payment of Employer Contributions and Interest on Previous Service

5254F	Payment of Employer Contributions and Interest on Previous Service
5255	Disciplinary Action
5256	Reduction in Force
5270	Food Service Meals
5314	Substitutes
5322	Military Leave
<b>R</b> 5325	Breastfeeding Workplace
<b>R</b> 5328	Family Medical Leave
5334 - 5334P	Vacations
<b>R</b> 5336	Compensatory Time and Overtime for Classified Employees
5337	Workers' Compensation Benefits
5338	Absence Due to Illness or Injury
5420	Teachers' Aides
5420F	ESSA Qualifications Notification Request Form
5430/5430F	Volunteers
5440	Student Teachers/Interns
5450	Employee Electronic Mail and On-Line Services Usage
5455	Acceptable Use of Electronic Networks
5460	Electronic Resources and Social Networking
5500	Payment of Wages upon Termination
<b>R</b> 5510	HIPAA
5510F	HIPAA Form
5511	Classified Payroll Guidelines
5630	Employee Use of Cellular Phones and Other Electronic Devices
5640	Stipends



1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5000

4  
5 Board Goal/Personnel

6  
7 District staff are invaluable in creating an effective educational program and vibrant learning  
8 environment. The Board seeks always to employ highly qualified individuals for all positions in  
9 the District. The Board realizes opportunities for staff development should be provided  
10 periodically.

11  
12 The Board expects supervision and evaluation of staff to be conducted in a positive and helpful  
13 manner, with the intent of improving staff performance. The Board looks to staff to promote a  
14 positive school climate in all educational endeavors, so students may work toward their greatest  
15 potential, and the community will be proud of its investment.

16  
17 Nothing contained in the policies or administrative procedures included herein is intended to  
18 limit the legal rights of the Board or its agents except as expressly stated.

19  
20 Should any provision of Board policy or administrative procedure be held to be illegal by a court  
21 of competent jurisdiction, all remaining provisions shall continue in full force and effect.

22  
23  
24  
25 Policy History:

26 Adopted on: February 26, 1997

27 Reviewed on:

28 Revised on: 06/11/2012

2  
3 **PERSONNEL**

5002

4  
5 Accommodating Individuals With Disabilities and Section 504 of the Rehabilitation Act of 1973

6  
7 The Superintendent is designated the Section 504 and Americans with Disabilities Act Title II  
8 Coordinator and, in that capacity, is directed to:

- 9  
10 1. Oversee District compliance efforts, recommend to the Board necessary modifications,  
11 and maintain the District's final Title II self-evaluation document and keep it available  
12 for public inspection.  
13  
14 2. Make information regarding Title II protection available to any interested party.  
15  
16 3. Coordinating and monitoring the district's compliance with Section 504 and Title II of  
17 the ADA, as well as state civil rights requirements regarding discrimination and  
18 harassment based on disability.  
19  
20 4. Overseeing prevention efforts to avoid Section 504 and ADA violations by necessary  
21 actions, including by not limited to, scheduling Section 504 meetings, implementing and  
22 monitoring Section 504 plans of accommodation and providing information to employees  
23 and supervisors.  
24  
25 5. Implementing the district's discrimination complaint procedures with respect to  
26 allegations of Section 504/ADA violations, discrimination based on disability, and  
27 disability harassment; and  
28  
29 6. Investigating complaints alleging violations of Section 504/ADA, discrimination based  
30 on disability, and disability harassment.  
31

32 The District's procedure for resolution of complaints alleging violation of this policy is set forth  
33 in Policy 1700.  
34  
35  
36

37 Cross Reference: 1700 Uniform Complaint Procedure  
38

39 Legal Reference : Americans with Disabilities Act, 42 U.S.C. §§ 12111, *et seq.*, and 12131,  
40 *et seq.*; 28 C.F.R. Part 35.  
41

42 Policy History:

43 Adopted on: 06/11/2012

44 Reviewed on:

45 Revised on: 10/22/2018

**Laurel School District #7 & 7-70**

**PERSONNEL**

5006

Code of Ethics for all Laurel Public School Employees

The code of ethics is based on the premise that all education related employees within the district are expected to fulfill the district mission in serving students and school community in a professional, educationally sound, and efficient manner.

Laurel Public Schools employees will strive to improve public education, and to that end will:

1. Make the well-being of students the fundamental value in all decision making and actions.
2. Fulfill professional responsibilities with honesty and integrity.
3. Support the principle of due process and protect the civil and human rights of all individuals.
4. Obey local, state, and national laws and not knowingly join or support organizations that advocate directly or indirectly the overthrow of the government.
5. Implement the board of trustees' policies and administrative regulations.
6. Pursue appropriate measures to correct or enhance those laws, policies, and regulations that are not consistent with sound educational goals.
7. Avoid using positions for personal gain through political, social religious, economic, or other influence.
8. Accept academic degrees or other professional certification only from duly accredited institutions.
9. Maintain the standards and seek to improve the effectiveness of the education profession in all of its functions through research and continuing professional development.
10. Honor all contracts until fulfillment or release.
11. Maintain a high level of ethics in decisions and behaviors.
12. Acknowledge that education involves the building and maintenance of proper relationships between students, colleagues, parents, and community. It is paramount that such relationships are professional with appropriate boundaries.

Any violation of code subjects me to discipline by the district.

Signature\_\_\_\_\_ Date\_\_\_\_\_

Policy History:

Adopted on: January 09, 2006

Reviewed on:

Revised on: 06/11/2012

PERSONNEL

5010

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: Joseph Patton, Human Resource Director  
Office address: 410 Colorado Ave, Laurel, MT  
Email: joseph\_patton@laurel.k12.mt.us  
Phone number: 406-628-3352

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: Sara Evans, Student Services Director  
Office address: 410 Colorado Ave, Laurel, MT  
Email: sara\_evans@laurel.k12.mt.us  
Phone number: 406-628-3312

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.

Retaliation against an employee who has filed a discrimination complaint, testified, or participated in any manner in a discrimination investigation or proceeding is prohibited.

Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*  
Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*  
Equal Pay Act, 29 U.S.C. § 206(d)  
Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*  
Genetic Information Nondiscrimination Act of 2008 (GINA)  
Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29 C.F.R., Part 1601  
Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34 C.F.R., Part 106  
Montana Constitution, Art. X, § 1 - Educational goals and duties  
§ 49-2-101, *et seq.*, MCA Human Rights Act  
§ 49-2-303, MCA Discrimination in Employment  
§ 49-3-102, MCA What local governmental units affected  
§49-3-201, MCA Employment of state and local government personnel.

Policy History:

Adopted on: February 29, 1997

Reviewed on:

Revised on: June 11, 2012, May 10, 2018, October 22, 2018, 10/12/20

2  
3 **PERSONNEL**

5012

Page 1 of 3

4  
5 Sexual Harassment of Employees

6  
7 The District does not discriminate on the basis of sex in any education program or activity that it  
8 operates. The District is required by Title IX of the Education Amendments of 1972 and the  
9 regulations promulgated through the U.S. Department of Education not to discriminate in such a  
10 manner. Inquiries about the application of Title IX to the District may be referred to the  
11 District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of  
12 Education, or both.

13  
14 The Board designates the following individual to serve as the District's Title IX Coordinator:

15  
16 Title: Joseph Patton, Human Resource Director  
17 Office address: 410 Colorado Ave, Laurel, MT  
18 Email: joseph\_patton@laurel.k12.mt.us  
19 Phone number: 406-628-3352  
20

21 Any person may report sex discrimination, including sexual harassment, at any time, including  
22 during non-business hours. Such a report may be made using the attached form, in person, by  
23 mail, by telephone or by electronic mail, using the contact information listed for the Title IX  
24 Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's  
25 verbal or written report.

26  
27 For purposes of this policy and the grievance process, "sexual harassment" means conduct on the  
28 basis of sex that satisfies one or more of the following:

- 29  
30 1. A District employee conditioning the provision of an aid, benefit, or service of the  
31 District on an individual's participation in unwelcome sexual conduct;  
32  
33 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and  
34 objectively offensive that it effectively denies a person equal access to the District's  
35 education program or activity; or  
36  
37 3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in  
38 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or  
39 "stalking" as defined in 34 USC 12291(a)(30).  
40

41 When the harassment or discrimination on the basis of sex does not meet the definition of sexual  
42 harassment, the Title IX Coordinator shall direct the individual to the applicable sex  
43 discrimination process for investigation.  
44

45 An individual is not required to submit a report of sexual harassment involving the Title IX  
46 coordinator. In the event the Title IX Coordinator is responsible for or a witness to the alleged  
47

harassment, the individual may report the allegations to the building principal or superintendent or other unbiased school official.

#### Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

#### Confidentiality

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

#### Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

#### Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, when applicable, and how to serve impartially including by avoiding prejudgment of

the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment and are made publicly available on the District's website.

#### Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates 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.

#### Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in Policy 5012P. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Cross Reference: Policy 5010 - Equal Employment and Non-Discrimination  
Policy 5012P – Sexual Harassment Procedures

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

#### Policy History:

Adopted on:

Reviewed on: 06/11/2012

Revised on: 06/24/19, 10/12//20



# **Sexual Harassment Reporting/Intake Form for Employees**

This form is not required. Complaints may be submitted in any manner noted in Policy 5012. The form may be used by the Title IX Coordinator to document allegations.

School \_\_\_\_\_ Date \_\_\_\_\_

Employee's name \_\_\_\_\_

• Who was responsible for the harassment or incident(s)? \_\_\_\_\_

• Describe the incident(s). \_\_\_\_\_

• Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_

• Were other individuals involved in the incident(s)? ☐ yes ☐ no

If so, name the individual(s) and explain their roles. \_\_\_\_\_

• Did anyone witness the incident(s)? ☐ yes ☐ no

If so, name the witnesses. \_\_\_\_\_

• Did you take any action in response to the incident? ☐ yes ☐ no

If yes, what action did you take? \_\_\_\_\_

• Were there any prior incidents? ☐ yes ☐ no

If so, describe any prior incidents. \_\_\_\_\_

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

*Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form will remain confidential in accordance with law and policy.*

4  
5  
6 Sexual Harassment Grievance Procedure - Employees

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

12  
13 Definitions

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

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

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

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

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

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

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

40  
41 District Requirements

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

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

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

#### Timelines

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

#### Response to a Formal Complaint

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

The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures. However, nothing in this policy precludes the District from placing a non-student employee Respondent on administrative leave during the pendency of the grievance process. The District may also remove a student Respondent alleged to have harassed an employee Complainant from the education setting. The

student may receive instruction in an offsite capacity during the period of removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

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

#### Investigation of a Formal Complaint

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

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties';

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

#### Dismissal of Formal Complaints

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

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

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;

2. the Respondent is no longer enrolled or employed by the District; or
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

#### Evidence Review

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

#### Investigative Report

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

#### Decision-Maker's Determination

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

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence

concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

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

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

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

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

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective

implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

### Appeals

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

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

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

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

### Informal Resolution Process

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

1. Provides to the parties a written notice disclosing:



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

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

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

#### Recordkeeping

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

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

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

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

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

Policy History:

Adopted on: 10/12/20

Reviewed on:

Revised on:

4  
5 Bullying/Harassment/Intimidation

6  
7 The Board will strive to provide a positive and productive working environment. Bullying,  
8 harassment, or intimidation between employees or by third parties, are strictly prohibited and  
9 shall not be tolerated. This includes bullying, harassment, or intimidation via electronic  
10 communication devices.

11  
12 Definitions

- 13  
14 • “Third parties” include but are not limited to coaches, school volunteers, parents, school  
15 visitors, service contractors, or others engaged in District business, such as employees of  
16 businesses or organizations participating in cooperative work programs with the District,  
17 and others not directly subject to District control at inter-district and intra-District athletic  
18 competitions or other school events.  
19  
20 • “District” includes District facilities, District premises, and non-District property if the  
21 employee is at any District-sponsored, District-approved, or District-related activity or  
22 function, such as field trips or athletic events, where the employee is engaged in District  
23 business.  
24  
25 • “Harassment, intimidation, or bullying” means any act that substantially interferes with  
26 an employee’s opportunities or work performance, that takes place on or immediately  
27 adjacent to school grounds, at any school-sponsored activity, on school-provided  
28 transportation, or anywhere such conduct may reasonably be considered to be a threat or  
29 an attempted intimidation of a staff member or an interference with school purposes or an  
30 educational function, and that has the effect of:  
31  
32 a. Physically harming an employee or damaging an employee’s property;  
33 b. Knowingly placing an employee in reasonable fear of physical harm to the  
34 employee or damage to the employee’s property; or  
35 c. Creating a hostile working environment.  
36

37 Reporting

38  
39 All complaints about behavior that may violate this policy shall be promptly investigated. Any  
40 employee or third party who has knowledge of conduct in violation of this policy or feels he/she  
41 has been a victim of harassment, intimidation, or bullying in violation of this policy is  
42 encouraged to immediately report his/her concerns to the building principal or the District  
43 Administrator, who have overall responsibility for such investigations. Complaints against the  
44 building principal shall be filed with the Superintendent. Complaints against the Superintendent  
45 or District Administrator shall be filed with the Board, via written communication to the Board  
46 Chair.

The complainant may be provided a summary of the findings of the investigation and, as appropriate, that remedial action has been taken.

#### Responsibilities

The District Administrator shall be responsible for ensuring that notice of this policy is provided to staff and third parties.

When an employee has actual knowledge that behavior is in violation of this policy is sexual harassment, the employee must contact the Title IX Coordinator. The Title IX sexual harassment grievance process will be followed, if applicable, prior to imposing any discipline that cannot be imposed without resolution of the Title IX process.

#### Consequences

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

#### Retaliation and Reprisal

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

Legal Reference:	10.55.701(3)(g), ARM	Board of Trustees
	10.55.801(1)(d), ARM	School Climate

#### Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on: 10/12/20

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5120

4  
5 Hiring Process and Criteria

6 The Superintendent is responsible for recruiting personnel, in compliance with Board policy, and for  
7 making hiring recommendations to the Board. The principal will initially screen applicants for  
8 educational support positions. The District will hire personnel appropriately licensed and endorsed in  
9 accordance with state statutes and Board of Public Education rules, consistent with budget and staffing  
10 requirements, and will comply with Board policy and state law on equal employment opportunities and  
11 veterans' preference. All applicants must complete a District application form to be considered for  
12 employment.

13  
14 Every applicant must provide the District with written authorization for a criminal background  
15 investigation. The Superintendent will keep any conviction record confidential as required by law and  
16 District policy. The district will create a determination sheet from the criminal history record. The  
17 determination sheet will be kept on file at the District Office. The Criminal History Record with no  
18 disqualifiers will be shredded on site immediately after review. The Criminal History Record with  
19 disqualifiers will be retained on file at the District Office according to law. Every newly hired employee  
20 must complete an Immigration and Naturalization Service form, as required by federal law.

21  
22 Certification

23  
24 The District requires its' contracted certified staff to hold valid Montana teacher or specialist certificates  
25 endorsed for the roles and responsibilities for which they are employed. Failure to meet this requirement  
26 shall be just cause for termination of employment. No salary warrants may be issued to a staff member,  
27 unless a valid certificate for the role to which the teacher has been assigned has been registered with the  
28 county superintendent within sixty (60) calendar days after a term of service begins. Every teacher and  
29 administrator under contract must bring their current, valid certificate to the personnel office at the time  
30 of initial employment, as well as at the time of each renewal of certification.

31  
32 The personnel office will register all certificates, noting class and endorsement of certificates, and will  
33 update permanent records as necessary. The personnel office also will retain a copy of each valid  
34 certificate of a contracted certified employee in that employee's personnel file.

35  
36 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

37  
38 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration  
39 § 39-29-102, MCA Point preference or alternative preference in initial hiring  
40 for certain applicants – substantially equivalent selection  
41 procedure

42 Policy History:

43 Adopted on: September 26, 1997

44 Reviewed on:

45 Revised on: 06/11/2012, 5/10/2018

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5121

4  
5 Applicability of Personnel Policies

6  
7 Except where expressly provided to the contrary, personnel policies apply uniformly to the  
8 employed staff of the District. However, where there is a conflict between terms of a collective  
9 bargaining agreement and District policy, the law provides that the terms of the collective  
10 bargaining agreement shall prevail for staff covered by that agreement.

11  
12 Board policies will govern when a matter is not specifically provided for in an applicable  
13 collective bargaining agreement.

14  
15  
16  
17 Legal Reference: § 39-31-102, MCA Chapter not limit on legislative authority

18  
19 Policy History:

20 Adopted on: January 26, 1998

21 Reviewed on:

22 Revised on: 06/11/2012

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5122

4  
5 Fingerprints and Criminal Background Investigations

6  
7 Board policy requires that any finalist recommended to be employed in a paid or volunteer position with  
8 the District, involving regular unsupervised access to students in schools, as determined by the  
9 Superintendent, shall submit to a fingerprint criminal background investigation conducted by the  
10 appropriate law enforcement agency before consideration of the recommendation for employment or  
11 appointment by the Board. Any subsequent offer of employment or appointment will be contingent on  
12 results of the fingerprint criminal background check, which must be acceptable to the Board, in its sole  
13 discretion. No individual will be permitted to have regular unsupervised access to students in schools  
14 until completion of a criminal background investigation and receipt of approval by the administration.  
15

16 The following applicants for employment, as a condition for employment, will be required, as a condition  
17 of any offer of employment, to authorize, in writing, a name-based and fingerprint criminal background  
18 investigation:  
19

- 20 • A certified teacher seeking full- or part-time employment with the District;  
21 • An educational support personnel employee seeking full- or part-time employment with the  
22 District;  
23 • An employee of a person or firm holding a contract with the District, if the employee is assigned  
24 to the District;  
25 • A volunteer assigned to work in the District, who has regular unsupervised access to students; and  
26 • Substitute teachers.  
27

28 Any requirement of an applicant to submit to a fingerprint background check will be in compliance with  
29 the Volunteers for Children Act of 1998 and applicable federal regulations. If an applicant has any prior  
30 record of arrest or conviction by any local, state, or federal law enforcement agency for an offense other  
31 than a minor traffic violation, the facts must be reviewed by the Superintendent, who will decide whether  
32 the applicant will be declared eligible for appointment or employment. Arrests resolved without conviction  
33 will not be considered in the hiring process, unless the charges are pending. **Upon written request, the**  
34 **applicant will be provided one copy of the FBI Criminal History Record at no charge.**  
35  
36  
37

38 Legal Reference:	§ 44-5-301, MCA	Dissemination of public criminal justice information
	§ 44-5-302, MCA	Dissemination of criminal history record information
		that is not public criminal justice information
	§ 44-5-303, MCA	Dissemination of confidential criminal justice
		information – procedure for dissemination through court
	Admin. R. Mont.	10.55.716 Substitute Teachers
	Public Law 105-251, Volunteers for Children Act	

45

46 Policy History:

47 Adopted on: 06/11/2012

48 Reviewed on:

49 Revised on: 1/9/2017

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>8</sup> by Laurel School District that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.<sup>9</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>10</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 <http://www.fbi.gov/about-us/cjis/background-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 [dojitsdpublicrecords@mt.gov](mailto:dojitsdpublicrecords@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>8</sup> Written notification includes electronic notification, but excludes oral notification.

<sup>9</sup> See 28 CFR 50.12(b).

<sup>10</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

Middle

Maiden

Last

Date of Birth: \_\_\_\_\_

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

City

State

Zip

☐

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

☐

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

☐

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## Laurel School District #7 & 7-70

Adopted on: 4/9/2018

Reviewed on:

Revised on:

5125

### PERSONNEL

---

Page 1 of 2

#### Whistle Blowing and Retaliation

When district employees know or have reasonable cause to believe that serious instances of wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of authority) have occurred, they should report such wrongful conduct to the Superintendent or Board Chairperson.

For purposes of this policy, the term “wrongful conduct” shall be defined to include:

- theft of district money, property, or resources;
- misuse of authority for personal gain or other non-district purpose;
- fraud;
- violations of applicable federal and state laws and regulations; and/or
- serious violations of district policy, regulation, and/or procedure.

The Board of Trustees will not tolerate any form of reprisal, retaliation or discrimination against:

- Any employee, or applicant for employment, because he/she opposed any practice that he/she reasonably believed to be made unlawful by federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height, weight, marital status, handicap or disability.
- Any employee, or applicant for employment, because he/she filed a charge, testified, assisted or participated, in any manner, in an investigation, proceeding or hearing under federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height, weight, marital status, handicap or disability or because he/she reported a suspected violation of such laws according to this policy; or,
- Any employee or applicant because he/she reported, or was about to report, a suspected violation of any federal, state or local law or regulation to a public body (unless the employee knew that the report was false) or because he/she was requested by a public body to participate in an investigation, hearing or inquiry held by that public body or a court.

An employee or applicant for employment who believes that he/she has suffered reprisal, retaliation or discrimination in violation of this policy shall report the incident(s) to the Superintendent or his/her designee. The Board of Trustees guarantees that no employee or applicant for employment who makes such a report will suffer any form of reprisal, retaliation or discrimination for making the report. Individuals are forbidden from preventing or interfering with whistle blowers who make good faith disclosures of misconduct.

The Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee or someone acting on the employee's behalf, reports, verbally or in writing, a violation or suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a

1 public body, or because an employee is requested by a public body to participate in an investigation, hearing  
2 or inquiry held by that public body, or a court action. Further, the Board or its agents will not discharge,  
3 discipline or otherwise penalize any employee because the employee, or a person acting on his/her behalf,  
4 reports, verbally or in writing, to a public body, as defined in the statutes, concerning unethical practices,  
5 mismanagement or abuse of authority by the employer. This section does not apply when an employee  
6 knowingly makes a false report.

7 The District will exercise reasonable efforts to:

- 8
- 9 • investigate any complaints of retaliation or interference made by whistle blowers;
- 10 • take immediate steps to stop any alleged retaliation; and
- 11 • discipline any person associated with the District found to have retaliated against or interfered with a
- 12 whistle blower.
- 13

14 The Board of Trustees considers violations of this policy to be a major offense that will result in disciplinary  
15 action, up to and including termination, against the offender, regardless of the offender's position within  
16 the District.

17

18 The Board shall make this policy available to its staff by posting it on its website with its other District  
19 policies.

20

21

22

23 Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)  
24 Age Discrimination in Employment Act, 29 U.S.C. §623 (d)  
25 Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)  
26 Fair Labor Standards Act, 29 U.S.C. §215(a)(3)  
27 Occupational Safety and Health Act, 29 U.S.C. §6660(c)  
28 Family and Medical Leave Act, 29 U.S.C. §2615  
29 National Labor Relations Act, 29 U.S.C. §158(a)  
30

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5130

page 1 of 2

4  
5 Staff Health

6  
7 Medical Examinations

8  
9 Through its overall safety program and various policies pertaining to school personnel, the Board  
10 will promote the safety of employees during working hours and assist them in the maintenance  
11 of good health. The Board will encourage all its employees to maintain optimum health through  
12 the practice of good health habits.

13  
14 The Board may require physical examinations of its employees, under circumstances defined  
15 below. The District will maintain results of physical examinations in medical files separate from  
16 the employee's personnel file and will release them only as permitted by law.

17  
18 Physical Examinations

19  
20 The District participates in a Pre-Placement Physical Program for all custodial and maintenance  
21 personnel and other positions deemed inclusive of this policy as determined by specific Board  
22 action. Subsequent to a conditional offer of employment in a position for which the District may  
23 require participation in a pre-placement physical but before commencement of work, the District  
24 may require an applicant to have a medical examination and to meet any other health  
25 requirements which may be imposed by the state. The District may condition an offer of  
26 employment on the results of such examination, if all employees who received a conditional  
27 offer of employment in the applicable job category are subject to such examination. The report  
28 shall certify the employee's ability to perform the job-related functions of the position for which  
29 the employee is being considered. Such examination shall be used only to determine whether the  
30 applicant is able to perform with reasonable accommodation job-related functions.

31  
32 All bus drivers, whether full-time, regular part-time, or temporary part-time, are required by state  
33 law to have a satisfactory medical examination before employment.

34  
35 Communicable Diseases

36  
37 If a staff member has a communicable disease and has knowledge that a person with  
38 compromised or suppressed immunity attends the school, the staff member must notify the  
39 school nurse or other responsible person designated by the Superintendent of the communicable  
40 disease which could be life threatening to an immune-compromised person. The school nurse or  
41 other responsible person designated by the Superintendent must determine, after consultation  
42 with and on the advice of public health officials, if the immune-compromised person needs  
43 appropriate accommodation to protect their health and safety.

44  
45 An employee with a communicable disease shall not report to work during the period of time in  
46 which the employee is infectious. An employee afflicted with a communicable disease capable of

being readily transmitted in the school setting (e.g., airborne transmission of tuberculosis) shall be encouraged to report the existence of the illness so that precautions may be taken to protect the health of others. The District reserves the right to require a statement from an employee's primary care provider, before the employee may return to work.

#### Confidentiality

In all instances, District personnel will respect an individual's right to privacy and treat any medical diagnosis as confidential information. Any information obtained regarding the medical condition or history of any employee will be collected and maintained on separate forms and in separate medical files and will be treated as confidential information. Only those individuals with a legitimate need to know (i.e., those persons with a direct responsibility for the care of or for determining workplace accommodation for the staff person) will be provided necessary medical information.

Supervisors and managers may be informed of necessary restrictions on the work or duties of an employee and necessary accommodations. First aid and safety personnel may be informed, when appropriate, if a staff member with a disability might require emergency treatment.

Legal Reference:	29 U.S.C. § 794, <i>et seq.</i>	Section 504 of the Rehabilitation Act
	42 U.S.C. § 12101, <i>et seq.</i>	Americans with Disabilities Act
	29 CFR, Part 1630.14(c)	Examination of employees
	Title 49, Chapter 2, MCA	Illegal Discrimination
	Title 49, Chapter 4, MCA	Rights of Persons With Disabilities
	§ 20-10-103(4), MCA	School bus driver qualifications
	Admin. R. Mont. 37.114.1010	Employee of School: Day Care
		Facility Care Provider
	Admin. R. Mont. 37.111.825	Health Supervision and Maintenance

#### Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012

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

## 5140

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

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

3  
4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

62  
63  
64

33  
34

4

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5210

4  
5 Assignments, Reassignments, Transfers, Voluntary Transfer

6  
7 The Superintendent may assign, reassign, and/or transfer positions and duties of all staff. Teachers will  
8 be assigned at the levels and in the subjects for which they are licensed and endorsed, or for which they  
9 are enrolled in an internship as defined in ARM 10.55.602 and meet the requirements of ARM 10.55.607.  
10 The Superintendent will provide for a system of assignment, reassignment, and transfer of classified staff,  
11 including voluntary transfers and promotions. Nothing in this policy prevents reassignment of a staff  
12 member during a school year.

13  
14 Provisions governing vacancies, promotions, and voluntary or involuntary transfers may be found in  
15 negotiated agreements or employee handbooks.

16  
17 Classified Staff

18  
19 The District retains the right of assignment, reassignment, and transfer. Written notice of reassignment or  
20 involuntary transfer will be given to the employee. The staff member will be given opportunity to discuss  
21 the proposed transfer or reassignment with the Superintendent.

22  
23 Teaching

24  
25 Notice of their teaching assignments relative to grade level, building, and subject area will be given to  
26 teachers before the beginning of the school year. All District employees assigned extracurricular  
27 activities as a contract obligation must honor this obligation as a condition of employment unless released  
28 from this responsibility by the Board.

29  
30 Voluntary Transfer

31  
32 The district shall provide an opportunity for a staff member to apply for a transfer to another position if  
33 vacant. Factors considered when deliberating transfer requests shall include, but not be limited to:

- 34 1. The educational programs, instructional requirements and best interests of the district;  
35 2. The staff member's background and preparation for the position (qualifications, skills,  
36 and abilities);  
37 3. The availability of other equally or better qualified applicants from within or outside the  
38 district.

39  
40 Legal Reference: *Bonner School District No. 14 v. Bonner Education Association, MEA-*  
41 *MFT, NEA, AFT, AFL-CIO, (2008) 2008 MT 9*  
42 § 20-4-402, MCA Duties of District Superintendent or County High School  
43 Principal  
44 ARM 10.55.602 Definition of Internship  
45 ARM 10.55.607 Internship

46 Policy History:

47 Adopted on: February 26, 1997  
48 Reviewed on:  
49 Revised on: 06/11/2012, 01/12/15

**Laurel School District #7 & 7-70**

**PERSONNEL**

5213

Vacancies

When the District determines that a vacancy exists, that vacancy shall be posted in each school building during the school year. During the summer the notice shall be mailed to all appropriate staff.

Vacancies may be advertised in-District only or they may be advertised in-District, local public advertising, and, where appropriate and if time permits, through a broader regional and/or national basis.

A vacancy may be limited to in-district advertising upon the recommendation of the building principal/department supervisor, and final determination by the superintendent.

A vacancy need not be advertised, as determined by the Superintendent.

Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012



1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5220

4  
5 Prohibition on Aiding Sexual Abuse

6  
7 The district prohibits any employee, contractor or agent from assisting a school employee,  
8 contractor or agent in obtaining a new job if the individual or district knows or has probable  
9 cause to believe that such school employee, contractor or agent engaged in sexual misconduct  
10 regarding a minor or a student in violation of the law. This prohibition does not include the  
11 routine transmission of administrative and personnel files.

12  
13 This prohibition does not apply under certain conditions specified by the Every Student Succeeds  
14 Act (ESSA) such as:

- 15  
16 1. The matter has been reported to law enforcement authorities and it has been officially closed  
17 or the school officials have been notified by the prosecutor or police after an investigation  
18 that there is insufficient information to establish probable cause, or;  
19  
20 2. The individual has been acquitted or otherwise cleared of the alleged misconduct, or;  
21  
22 3. The case remains open without charges for more than 4 years after the information was  
23 reported to a law enforcement agency.  
24

25 Legal Reference: ESSA section 8038, § 8546  
26  
27

28 Policy History:

29 Adopted on: 5/10/2018

30 Reviewed on:

31 Revised on:

**Laurel School District #7 & 7-70**

**PERSONNEL**

5221

Work Day

Length of Work Day - Certified Staff

The length of a work day for a certified employee shall be seven (7) hours for a full-time certified employee. The work day is generally exclusive of lunch and extracurricular assignments but inclusive of preparation time and assigned duties. Other conditions pertaining to certified work day, preparation periods, lunches, etc., are found in the current collective bargaining 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.

Breaks

A paid, duty-free break of fifteen (15) minutes will be provided during each work shift for those employees who are scheduled to work at least four (4) hours. An additional paid, duty-free break of fifteen (15) minutes will be provided during the second half (½) of each work day for those employees who are scheduled to work six (6) hours or more.

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, school districts, mines, mills, and smelters
	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

Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012

2  
3 **PERSONNEL**

5222

4  
5 Evaluation of Non-Administrative Staff

6  
7 Each non-administrative staff member's job performance will be evaluated by the staff member's  
8 direct supervisor. Non-tenured certified staff shall be evaluated, at a minimum, on at least an  
9 annual basis. Tenured certified staff members may be evaluated according to the terms stated in  
10 the current collective bargaining agreement if applicable. The evaluation model shall be aligned  
11 with applicable district goals, standards of the Board of Public Education, and the district's  
12 mentorship and induction program. It shall identify what skill sets are to be evaluated, include  
13 both summative and formative elements, and include an assessment of the educator's  
14 effectiveness in supporting every student in meeting rigorous learning goals through the  
15 performance of the educator's duties.

16  
17 The supervisor will provide a copy of the completed evaluation to the staff member and will  
18 provide opportunity to discuss the evaluation. The original should be signed by the staff member  
19 and filed with the Superintendent. If the staff member refuses to sign the evaluation, the  
20 supervisor should note the refusal and submit the evaluation to the Superintendent.

21  
22  
23 Legal Reference:      ARM 10.55.701(4)(a)(b)                      Board of Trustees

24  
25  
26  
27 Policy History:

28 Adopted on:    February 26, 1997

29 Reviewed on:

30 Revised on:    06/11/2012, 02/09/15

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5223

4  
5 Personal Conduct

6  
7 School District employees will abide by all district policies, state and federal laws in the course  
8 of their employment. Where applicable, employees will abide by and honor the professional  
9 educator code of conduct.

10  
11 All employees are expected to maintain high standards of honesty, integrity, professionalism,  
12 decorum, and impartiality in the conduct of District business. All employees shall maintain  
13 appropriate employee-student relationship boundaries in all respects, including personal, speech,  
14 print, and digital communications.

15  
16 While on school property, employees shall not injure or threaten to injure another person;  
17 damage another's property or that of the District; or use, control, possess or transfer any weapon  
18 or any item that could be reasonably considered to be a weapon as defined in Policies 3310 and  
19 3311. "School property" means within school buildings, in vehicles used for school purposes, or  
20 on grounds leased or owned by the school district.

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

29  
30 As public employees, staff members are subject to Montana public employees ethics laws. Staff  
31 members may not solicit or accept material, cash, or equipment intended for personal use from  
32 individuals, corporations, non-profit organization, fundraisers, or other efforts or entities that could  
33 be considered a gift of substantial value or that otherwise violates the ethics statutes. Restricted gifts  
34 include items or consideration provided to an employee for personal use as an incentive to or reward  
35 for use a specific service, program, or entity in their capacity as a school employee. Any material or  
36 consideration provided to or accepted by an employee for actions taken within the scope of the  
37 employee's duties to the district or in the name of the district is considered district property subject to  
38 school finance or 40 property laws.

39  
40 Further, employees are expected to hold confidential all information deemed not to be for public  
41 consumption as determined by state law and Board policy. Employees also will respect the  
42 confidentiality of people served in the course of an employee's duties and use information gained  
43 in a responsible manner. The Board may discipline, up to and including discharge, any  
44 employee who discloses confidential and/or private information learned during the course of the  
45 employee's duties or learned as a result of the employee's participation in a closed (executive)  
46 session of the Board. Discretion should be used even within the school system's own network of

1 communication and confidential information should only be communicated on a need to know  
2 basis.

3  
4 Administrators and supervisors may set forth specific rules and regulations governing staff  
5 conduct on the job within a particular building.

6  
7 Cross Reference: Professional Educators of Montana Code of Ethics  
8 Policy 3310 – Student Discipline  
9 Policy 3311 – Firearms and Weapons

10  
11 Legal Reference: § 20-1-201, MCA School officers not to act as agents  
12 Title 2, Chapter 2, Part 1 Standards of Conduct  
13 § 39-2-102, MCA What belongs to employer  
14 § 45-8-361, MCA Possession or allowing possession of  
15 a weapon in a school building  
16

17  
18 Policy History:

19 Adopted on: 1/9/06

20 Reviewed on:

21 Revised on: 06/11/12, 6/24/2019, 2/10/2020

**Laurel School District #7 & 7-70**

**PERSONNEL**

5224

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

Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5226

page 1 of 2

4  
5 Drug-Free Workplace

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

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

15 For purposes of this policy, a controlled substance is one that is:

- 16  
17 • Not legally obtainable;  
18 • Being used in a manner other than as prescribed;  
19 • Legally obtainable but has not been legally obtained; or  
20 • Referenced in federal or state controlled-substance acts.  
21

22 As a condition of employment, each employee will:

- 23  
24 • Abide by the terms of the District policy respecting a drug- and alcohol-free workplace;  
25 and  
26 • Notify his or her supervisor of his or her conviction under any criminal drug statute, for a  
27 violation occurring on District premises or while performing work for the District, no  
28 later than five (5) days after such conviction.  
29

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

- 32  
33 • Provide each employee with a copy of the District drug- and alcohol-free workplace  
34 policy;  
35 • Post notice of the District drug- and alcohol-free workplace policy in a place where other  
36 information for employees is posted;  
37 • Enlist the aid of community and state agencies with drug and alcohol informational and  
38 rehabilitation programs, to provide information to District employees; and  
39 • Inform employees of available drug and alcohol counseling, rehabilitation, reentry, and  
40 any employee-assistance programs.  
41

42 District Action Upon Violation of Policy

43  
44 An employee who violates this policy may be subject to disciplinary action; up to and including  
45 termination of employment. Alternatively, the Board may require an employee to successfully  
46 complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

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

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

Legal Reference: 41 U.S.C. §§ 702, 703, 706 Drug-free workplace requirements for  
Federal grant recipients  
*Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.  
Senate Bill 423, Section II Limitations of Medical Marijuana Act

Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012



2  
3 **PERSONNEL**

5228

4  
5 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

6  
7 The District will adhere to federal law and regulations requiring a drug and alcohol testing  
8 program for school bus and commercial vehicle drivers.

9  
10 The program will comply with requirements of the Code of Federal Regulations, Title 49, §§  
11 382, *et seq.* The Superintendent will adopt and enact regulations consistent with federal  
12 regulations, defining the circumstances and procedures for testing.

13  
14  
15  
16 Legal Reference: 49 U.S.C. §§ 45101, et seq. Alcohol and Controlled Substances Testing  
17 (Omnibus Transportation Employee Testing Act of 1991)  
18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and  
19 Alcohol Testing Programs), 382 (Controlled substance and alcohol use  
20 and testing), and 395 (Hours of service of drivers)

21  
22 Policy History:

23 Adopted on: 06/11/2012

24 Reviewed on:

25 Revised on:

3  
4 **PERSONNEL**

5228P

page 1 of 5

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

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

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

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

16  
17 Pre-Employment Tests

18 Tests shall be conducted before the first time a driver performs any safety-sensitive function for  
19 the District.

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

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

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

34  
35 Post-Accident Tests

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

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

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

47  
48 No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she  
49 undergoes a post-accident alcohol test, whichever occurs first.

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

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

#### Random Tests

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

#### Reasonable Suspicion Tests

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

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

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

#### Enforcement

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

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

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

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

#### Return-to-Duty Tests

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

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

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

#### Follow-Up Tests

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

#### Records

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

Notifications

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

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

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

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

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

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

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

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

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

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

#### Clearinghouse

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

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

#### Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on: 5/11/2020

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5230

4  
5 Prevention of Disease Transmission

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

13  
14 The administration shall develop, in consultation with public health and medical personnel,  
15 procedures to be followed by all staff. The procedures shall be distributed to all staff and  
16 training on the procedures shall occur on a regular basis. Training and appropriate supplies shall  
17 be available to all personnel, including those involved in transportation and custodial services.

18  
19 In addition to insuring that these health and safety procedures are carried out on a district wide  
20 basis, special emphasis shall be placed on those areas of school district operation that present a  
21 greater need for these precautions.

22  
23  
24  
25 Policy History:

26 Adopted on: February 26, 1997

27 Reviewed on: 06/11/2012

28 Revised on:



**Laurel School District #7 & 7-70**

**PERSONNEL**

5231

Personnel Records

The District maintains a complete personnel record for every current and former employee. The employees' personnel records will be maintained in the District office, under the Superintendent's direct supervision. Employees will be given access to their personnel records, in accordance with guidelines developed by the Superintendent.

In addition to the Superintendent or other designees, the Board may grant a committee or a member of the Board access to cumulative personnel files. When specifically authorized by the Board, counsel retained by the Board or by the employee will also have access to a cumulative personnel file.

In accordance with federal law, the District shall release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request, for any teacher or paraprofessional who is employed by a school receiving Title I funds, and who provides instruction to their child at that school. Access to other information contained in the personnel records of District employees is governed by Policy 4340.

Cross Reference: 4340 Public Access to District Records

Legal Reference: Admin. R. Mont. 10.55.701(5) Board of Trustees  
No Child Left Behind Act of 2001, (Public Law 107-334)

Policy History:

Adopted on: February 26, 1997

Reviewed on: 06/11/2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5231P

page 1 of 2

4  
5 Personnel Records

6  
7 The District shall maintain a cumulative personnel file in the District office for each of its  
8 employees, as required by the Office of Public Instruction and current personnel policies. These  
9 records are not to leave the administrative office except as specifically authorized by the  
10 Superintendent, and then only by signed receipt. Payroll records are maintained separately.

11  
12 Contents of Personnel Files

13  
14 A personnel file may contain but is not limited to transcripts from colleges or universities,  
15 information allowed by statute, a record of previous employment (other than college placement  
16 papers for periods beyond active candidacy for a position), evaluations, copies of contracts, and  
17 copies of letters of recommendation requested by an employee. All material in the personnel file  
18 must be related to the employee's work, position, salary, or employment status in the District.  
19 All documents, communications, and records dealing with the processing of a grievance shall be  
20 filed separately from the personnel files of the participants.

21  
22 No material derogatory to an employee's conduct, service, character, or personality shall be  
23 placed in the file, unless such placement is authorized by the Superintendent, unless the  
24 employee has had adequate opportunity to read the material. For the latter purpose, the  
25 immediate supervisor shall take reasonable steps to obtain the employee's initials or signature  
26 verifying that the employee has received a copy of the material. If the employee refuses to sign  
27 the document indicating that the employee has had an opportunity to read it, the immediate  
28 supervisor will place an addendum to the document, noting that the employee was given a copy  
29 but refused to sign. The immediate supervisor will date and sign the addendum.

30  
31 Disposition of Personnel Files

32  
33 An employee, upon termination, may request transcripts of college and university work. Any  
34 confidential college or university placement papers shall be returned to the sender or destroyed at  
35 the time of employment. All other documents shall be retained and safeguarded by the District  
36 for such periods as prescribed by law.

37  
38 Record-Keeping Requirements Under the Fair Labor Standards Act

39  
40 1. Records required for ALL employees:

- 41  
42 A. Name in full (same name as used for Social Security);  
43 B. Employee's home address, including zip code;  
44 C. Date of birth if under the age of nineteen (19);  
45 D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);  
46 E. Time of day and day of week on which the employee's workweek begins;

- F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);
- G. Any payment made which is not counted as part of the “regular rate”;
- H. Total wages paid each pay period.
- 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.

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
	§§ 2-6-101, <i>et seq.</i> , MCA	Public Records Generally
	Admin. R. Mont. 24.9.805	Employment Records
	29 C.F.R. Part 516	Records to be kept by employers

Procedure History:

Promulgated on: February 26, 1997  
Reviewed on:  
Revised on: 06/11/2012

1 **Laurel School District**

2  
3 **PERSONNEL**

5232

4  
5 Abused and Neglected Child Reporting

6  
7 A District employee who has reasonable cause to suspect, as a result of information they receive  
8 in their professional or official capacity, that a child is abused or neglected by anyone regardless  
9 of whether the person suspected of causing the abuse or neglect is a parent or other person  
10 responsible for the child's welfare, they shall report the matter promptly to the department of  
11 public health and human services. An employee does not discharge the obligation to personally  
12 report by notifying the Superintendent or principal.

13  
14 Any District employee who fails to report a suspected case of abuse or neglect to the Department  
15 of Public Health and Human Services, or who prevents another person from doing so, may be  
16 civilly liable for damages proximately caused by such failure or prevention and is guilty of a  
17 misdemeanor. The employee will also be subject to disciplinary action up to and including  
18 termination.

19  
20 When a District employee makes a report, the DPHHS may share information with that  
21 individual or others as stated in 41-3-201(5). Individuals who receive information pursuant to  
22 the above named subsection (5) shall maintain the confidentiality of the information as required  
23 in 41-3-205.

24  
25  
26 Legal Reference:      § 41-3-201, MCA      Reports  
27                              § 41-3-202, MCA      Action on reporting  
28                              § 41-3-203, MCA      Immunity from liability  
29                              § 41-3-205, MCA      Confidentiality – disclosure exceptions  
30                              § 41-3-207, MCA      Penalty for failure to report

31  
32 Policy History:

33 Adopted on: 06/11/2012

34 Reviewed on:

35 Revised on: 11/14/16

**Laurel School District #7 & 7-70**

**PERSONNEL**

5232F

**Laurel 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: Building 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 Building Principal):

Date Received: \_\_\_\_\_ Date of Investigation: \_\_\_\_\_

2  
3 **PERSONNEL**

5240

4  
5 Resolution of Staff Complaints/Problem-Solving

6  
7 As circumstances allow, the District will attempt to provide the best working conditions for its  
8 employees. Part of this commitment is encouraging an open and frank atmosphere in which any  
9 problem, complaint, suggestion, or question is answered quickly and accurately by District  
10 supervisors or administration.

11  
12 The District will endeavor to promote fair and honest treatment of all employees. Administrators  
13 and employees are all expected to treat each other with mutual respect. Each employee has the  
14 right to express his or her views concerning policies or practices to the administration in a  
15 businesslike manner, without fear of retaliation. Employees are encouraged to offer positive and  
16 constructive criticism.

17  
18 Each employee is expected to follow established rules of conduct, policies, and practices.  
19 Should an employee disagree with a policy or practice, the employee can express his or her  
20 disagreement through the District's grievance procedure. No employee shall be penalized,  
21 formally or informally, for voicing a disagreement with the District in a reasonable, businesslike  
22 manner or for using the grievance procedure. **An employee filing a grievance under a**  
23 **collective bargaining agreement is required to follow the grievance procedure for that**  
24 **particular agreement.**

25  
26  
27  
28 Cross Reference: 1700 Uniform Complaint Procedure

29  
30 Policy History:

31 Adopted on: 06/11/2012

32 Reviewed on:

33 Revised on:

**Laurel School District #7 & 7-70**

**PERSONNEL**

5250

Non-Renewal of Employment/Dismissal From 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 and certified and classified master agreements.

Cross Reference: 5140 Classified Employment and Assignment

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

Policy History:

Adopted on: February 26, 1997

Reviewed on: 06/11/2012

Revised on:

1   **Laurel School District #7 & 7-70**

2  
3   **PERSONNEL**

5251

4  
5   Resignations

6  
7   The Board authorizes the Superintendent to accept on its behalf resignations from  
8   any District employee. The Superintendent shall provide written acceptance of the  
9   resignation, including the date of acceptance, to the employee, setting forth the effective date of  
10   the resignation.

11  
12   Once the Superintendent has accepted the resignation, it may not be withdrawn by  
13   the employee. The resignation and its acceptance should be reported as information to the Board  
14   at the next regular or special meeting.

15  
16  
17  
18   Legal Reference:     *Booth v. Argenbright*, 225 Mont. 272, 731 P.2d 1318 (1987)

19  
20   Policy History:

21   Adopted on:   February 26, 1997

22   Reviewed on:

23   Revised on:   06/11/2012



**Laurel School District #7 & 7-70**

**PERSONNEL**

5253

Retirement Programs for Employees

All District employees shall participate in retirement programs under the Federal Social Security Act and either the Teachers' Retirement System or the Public Employees' Retirement System in accordance with state retirement regulations.

Certified employees who intend to retire at the end of the current school year should notify the Superintendent in writing prior to April 1 of that year **OR** according to terms of the current collective bargaining agreement.

Those employees intending to retire, who are not contractually obligated to complete the school year, should notify the Superintendent as early as possible before their retirement date.

The relevant and most current negotiated agreements for all categories of employees shall specify severance stipends, if any, and other retirement conditions and benefits.

The District will contribute to the PERS whenever a classified employee is employed for more than the equivalent of one hundred twenty (120) full days (960 hours) in any one (1) fiscal year. Part-time employees who are employed for less than 960 hours in a fiscal year may elect PERS coverage, at their option and in accordance with § 19-3-412, MCA.

Legal Reference:	Title 19, Chapter 1, MCA	Social Security
	Title 19, Chapter 3, MCA	Public Employees' Retirement System
	Title 19, Chapter 20, MCA	Teachers' Retirement

Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5254

4  
5 Payment of Employer Contributions and Interest on Previous Service

6  
7 A Public Employees' Retirement System (PERS) member may purchase: (1) all or a portion of  
8 the member's employment with an employer prior to the time the employer entered into a  
9 contract for PERS coverage; and (2) all or a portion of the member's employment for which  
10 optional PERS membership was declined (both of which are known as previous service).

11  
12 The member must file a written application with the PERS Board to purchase all or a portion of  
13 the employment for service credit and membership service. The application must include salary  
14 information certified by the member's employer or former employer.

15  
16 The District has the option to pay, or not to pay, the employer's contributions due on previous  
17 service and the option to pay, or not to pay, the outstanding interest due on the employer's  
18 contributions for the previous service.

19  
20 It is the policy of this District to not pay the employer's contributions due on previous service.

21  
22 It is also the policy of this District to not pay the outstanding interest due on the employer's  
23 contributions for the previous service.

24  
25 This policy will be applied indiscriminately to all employees and former employees of this  
26 District.

27  
28 If the District opts to not pay the employer's contributions due on previous service and/or the  
29 outstanding interest due on the employer's contributions for previous service, then the employee  
30 shall pay the amount not paid by the employer in order to receive service credit and membership  
31 service for the period of employment.

32  
33  
34 Legal Reference:      § 19-3-505, MCA      Purchase of previous employment with employer

35  
36 Policy History:

37 Adopted on: 06/11/2012

38 Reviewed on:

39 Revised on:

# Employer Payment Policy

5254F

## I. Section 19-3-505, MCA

### Payment of Employer Contributions and Interest on Previous Service

A Public Employees' Retirement System (PERS) member may purchase (1) all or a portion of the member's employment with an employer prior to the time the employer entered into a contract for PERS coverage and (2) all or a portion of the member's employment for which optional PERS membership was declined (both of which are known as previous service). PERS employers must establish policies regarding payment of employer contributions and employer interest due for the previous service being purchased by an employee. The policy must be applied indiscriminately to all employees and former employees. Thus, it is our policy to:

not pay the employer's contributions due on previous service.

**and to:**

not pay the outstanding interest due on the employer's contributions for the previous service.

## II. Section 19-3-504, MCA

### Payment of Interest on Employer Contributions for Workers' Compensation Time

A PERS member may purchase time during which the member is absent from service because of an employment-related injury entitling the member to workers' compensation payments. PERS employers are required to pay employer contributions and must establish a policy for the payment of interest on employer contributions due for the workers' compensation time being purchased by an employee. The policy regarding payment of interest must be applied to all employees similarly situated. Thus, it is our policy to:

not pay the outstanding interest due on the employer's contributions for the employee's purchase of workers' compensation time.

NAME OF EMPLOYER \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_.

**Laurel School District #7 & 7-70**

**PERSONNEL**

5255

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 their effectiveness on the job, 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. The Superintendent or the Board may order an investigation into the employee's conduct when warranted by the circumstances.

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's right to suspend an employee, with or without pay, or to impose other appropriate disciplinary sanctions. In accordance with Montana law, only the Board may terminate an employee or non-renew employment.

The District's restrictions on students who have brought to, or possess a firearm at, any setting that is under the control and supervision of the school district and a student who has been found to have possessed, used or transferred a weapon on school district property apply to all employees of the District pursuant to Policy 3311.

The Superintendent is authorized to immediately suspend a staff member.

Cross Reference	Policy 3311	Firearms and Weapons
-----------------	-------------	----------------------

Legal Reference:	§ 20-3-210, MCA	Controversy appeals and hearings
	§ 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
	<i>Johnson v. Columbia Falls Aluminum Company LLC</i> , 2009 MT 108N.	

Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5256

4  
5 Reduction in Force

6  
7 The Board has exclusive authority to determine the appropriate number of employees. A  
8 reduction in employees may occur as a result of but not be limited to changes in the education  
9 program, staff realignment, changes in the size or nature of the student population, financial  
10 considerations, or other reasons deemed relevant by the Board.

11  
12 The Board will follow the procedure stated in the current collective bargaining agreement, if  
13 applicable, when considering a reduction in force. The reduction in employees will generally be  
14 accomplished through normal attrition when possible. The Board may terminate employees, if  
15 normal attrition does not meet the required reduction in force.

16  
17 If no collective bargaining agreement covers the affected employee, the Board will consider  
18 needs of the students, employee performance evaluations, staff needs, and other reasons it deems  
19 relevant, in determining order of dismissal when it reduces classified staff or discontinues some  
20 type of educational service.

21  
22 Cross Reference: 5250 Termination from Employment, Non-Renewal of Employment

23  
24  
25 Legal Reference: § 39-2-912, MCA Exceptions

26  
27  
28 Policy History:

29 Adopted on: February 26, 1997

30 Reviewed on:

31 Revised on: 06/11/2012, 06/24/19

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5270

4  
5 Food Service Meals

6  
7 Each permanent and substitute Food Service employee is a work status is entitled to one (1) food  
8 service meal per workday at no charge. The Food Service employee is to consume the meal at  
9 the designated break or lunchtime. All meals must be consumed on school premises and are  
10 non-transferable.

11  
12 Food service employees eligible for this meal include:

13 Cooks  
14 Cafeteria Cashiers  
15 Cafeteria Assistants  
16 Van Driver  
17 Student Workers

18  
19 Building principals and certified teachers working as noon monitors are entitled to one food  
20 service meal per workday at no charge. All meals must be consumed on school premises and are  
21 non-transferable.

22  
23 Policy History:

24 Adopted on: 01/26/2004

25 Reviewed on:

26 Revised on: 03/10/14

1 **Laurel School District #7 & 7-70**

2  
3  
4 **PERSONNEL**

5314

Page 1 of 2

5  
6 Substitutes and Temporary Support Employees

7  
8 The Board will regularly approve a list of acceptable substitutes and temporary support  
9 employees that meet the guidelines as prescribed in this policy. Appearance on the substitute list  
10 does not guarantee work in the district.

11  
12 Certified

13  
14 The principal or his/her designee is responsible for ensuring the arrangement of a substitute to  
15 work for the absent teacher. The district utilizes a computerized system to assist in this process.  
16 Teachers are responsible to enter their leaves into the system in a timely manner to assist in  
17 securing a substitute teacher. A substitute teacher may be employed to carry on a teachers' duties  
18 not to exceed 35 consecutive teaching days.

19  
20 If the absence of the regular, licensed or authorized teacher continues for more than 35  
21 consecutive teaching days, the board of trustees shall place a licensed teacher under contract or  
22 seek an emergency authorization of employment in accordance with Administrative Rules of  
23 Montana 10.57.107.

24  
25 A long-term certified substitute will be placed on the salary schedule at the base rate of the  
26 current contract year. Benefits apply only after an individual is contracted. Such contracts are  
27 always considered temporary or interim in nature, and any such contract shall terminate upon the  
28 date immediately preceding the return of the regular teacher or no later than the last day of the  
29 then current school year. In either case, the individual employed as a substitute shall be notified  
30 of the temporary nature of the contract and its duration in writing at the time of employment.

31  
32 The Board establishes a daily rate of pay for substitute teachers. Fringe benefits are based upon  
33 current federal and state regulations.

34  
35 Teacher substitutes will be paid either for a full day or a half day, but shall not be paid less than a  
36 half-day.

37  
38 In the event that a substitute is called for work, and a teacher returns to his/her assigned duties in  
39 the interim, the substitute shall be paid no less than one-half day of pay. In such an event the  
40 substitute may at the discretion of the building administrator be assigned other duties for the  
41 duration of the half-day.

42  
43 All substitute teachers will be required to undergo fingerprint and background checks.  
44  
45  
46

Classified

The principal or his/her designee or department supervisor is responsible for ensuring the arrangement of a substitute to work for the absent classified employees. The district utilizes a computerized system to assist in this process for aides and secretaries. All employees are responsible to request leave in a timely manner to assist in securing a substitute employee.

The administrator, principal, or department supervisor is authorized to arrange for an individual appearing on the list of approved substitutes and temporary support employees to serve as a temporary support employee. A temporary support employee will assist District staff in completing duties and operations on an as needed basis when necessary. The temporary support employee will not work for a period longer than 10 consecutive school days.

The Board establishes a daily rate of pay for substitute and temporary classified workers. Fringe benefits and other designations are based upon current federal and state regulations.

Legal Reference:      Admin. R. Mont. 10.55.716              Substitute teachers

Policy History:

Adopted on:   February 26, 1997

Reviewed on:

Revised on:   06/11/2012, March 27, 2017, September 28, 2020



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

## 5322

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

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

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

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

- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76

33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
4643  
44  
45  
4644  
45  
46

45  
46

46

PERSONNEL

5325

Breastfeeding 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 will 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 the employee's child, if breaks are currently allowed. If breaks are not currently allowed, the District shall consider each case and make accommodations as possible. The District is not required to provide break time if to do so would unduly disrupt the District's operations. Supervisors are encouraged to consider flexible schedules when accommodating employees' needs.

The District will make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where an employee can express the employee's breast milk. The available space will include the provision for lighting and electricity for the pump apparatus. If possible, supervisors will ensure that employees are aware of these workplace accommodations 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

Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on:

**PERSONNEL**

5328

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.

Servicemember 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 twelve (12) months forward from the date of a particular employee's first FMLA leave.

Coordination of Paid Leave

Employees will ~~(not)~~ be required to use appropriate paid leave while on FMLA leave. Workers' compensation absences will ~~(not)~~ 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.

**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]

**Policy History:**

Adopted on:

Reviewed on:

Revised on: 06/11/2012

**Laurel School District #7 & 7-70**

**PERSONNEL**

5334

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.

Certified employees will accrue vacation leave, if any, in accordance with the collective bargaining agreement or their individual contracts.

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

Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on:

**Laurel School District #7 & 7-70**

**PERSONNEL**

5334P

page 1 of 2

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.

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 June 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

Procedure History:

Promulgated on: 06/11/2012

Reviewed on:

Revised on:

PERSONNEL

5336

Compensatory Time and 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, unless the District and the employee agree to the provision of compensation time at a rate of one and one-half (1½) times all hours worked in excess of forty (40) hours in any workweek. The immediate supervisor must approve any overtime work of a classified employee prior to the time worked.

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.

Legal Reference:	29 U.S.C § 201, <i>et seq.</i>	Fair Labor Standards Act
	Title 39, Chapter 3, Part 4	Minimum Wage and
		Overtime Compensation
	Admin. R. Mont. 24.16.2501—2581	Overtime Compensation

Policy History:

Adopted on: February 26, 1997

Reviewed on:

Revised on: 06/11/2012



1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5337

4  
5 Workers' Compensation Benefits

6  
7 All employees of the District are covered by workers' compensation benefits. In the event of an  
8 industrial accident, an employee should:

- 9  
10 1. Attend to first aid and/or medical treatment during an emergency;  
11  
12 2. Correct or report as needing correction a hazardous situation as soon as possible after an  
13 emergency situation is stabilized;  
14  
15 3. Report the injury or disabling condition, whether actual or possible, to the immediate  
16 supervisor, within forty-eight (48) hours, on the Employer's First Report of Occupational  
17 Injury or Disease; and  
18  
19 4. Call or visit the administrative office after medical treatment, if needed, to complete the  
20 necessary report of accident and injury on an Occupational Injury or Disease form.  
21

22 The administrator will notify the immediate supervisor of the report and will include the  
23 immediate supervisor as necessary in completing the required report.  
24

25 An employee who is injured in an industrial accident may be eligible for workers' compensation  
26 benefits. By law, employee use of sick leave must be coordinated with receipt of workers'  
27 compensation benefits, on a case-by-case basis, in consultation with the Workers' Compensation  
28 Division, Department of Labor and Industry.  
29

30 The District will not automatically and simply defer to a report of industrial accident but will  
31 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions  
32 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District  
33 working environment occurred as reported. The District may require the employee to authorize  
34 the employee's physician to release pertinent medical information to the District or to a  
35 physician of the District's choice, should an actual claim be filed against the Workers'  
36 Compensation Division, which could result in additional fees being levied against the District.  
37  
38  
39

40 Legal Reference: §§ 39-71-101, *et seq.*, MCA Workers' Compensation Act

41  
42 Policy History:

43 Adopted on: 06/11/2012

44 Reviewed on:

45 Revised on:

**Laurel School District #7 & 7-70**

**PERSONNEL**

5338

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.

Policy History:

Adopted on:    06/11/2012

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5420

4  
5 Teachers' Aides

6  
7 Teachers' aides, as defined in the appropriate job descriptions, are under the supervision of a  
8 principal and a teacher to whom the principal may have delegated responsibility for close  
9 direction. The nature of the work accomplished by aides will encompass a variety of tasks that  
10 may be inclusive of "limited instructional duties."

11  
12 Aides are employed by the District mainly to assist the teacher. An aide is an extension of the  
13 teacher, who legally has the direct control and supervision of the classroom or playground and  
14 responsibility for control and the welfare of the students.

15  
16 It is the responsibility of each principal and teacher to provide adequate training for an aide.  
17 This training should take into account the unique situations in which an aide works and should be  
18 designed to cover the general contingencies that might be expected to pertain to that situation.  
19 During the first thirty (30) days of employment, the supervising teacher or administrator shall  
20 continue to assess the skills and ability of the aide to assist in reading, writing, and mathematics  
21 instruction.

22  
23 The Superintendent shall develop and implement procedures for an annual evaluation of  
24 teachers' aides. Evaluation results shall be a factor in future employment decisions.

25  
26  
27  
28 Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

29  
30  
31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on: 06/11/2012, 6/2018

1 **Laurel School District #7 & 7-70**

3 **PERSONNEL**

5420F

9 **ESSA Qualification Notifications**

11 **ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS**

13 <b>TO:</b> _____	13 <b>FROM</b> _____
14 <i>Parent's Name</i>	14 <i>School Name</i>
15 <b>DATE</b> _____	15 <b>RE</b> _____
16 <i>Student's Name</i>	16 <b>GRADE</b> _____

19 Dear Parent/Guardian,

21 Because our District receives federal funds for Title I programs as a part of the Every Student  
22 Succeeds Act (ESSA), you may request information regarding the professional qualifications of  
23 your child's teacher(s) and paraprofessional(s), if applicable.

25 If you would like to request this information, please contact \_\_\_\_\_  
26 by phone at \_\_\_\_\_ or by e-mail at \_\_\_\_\_.

29 Sincerely, \_\_\_\_\_  
30 Principal/designee

34 **Policy History:**

35 Adopted on: 5/10/2018

36 Reviewed on:

37 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5430

page 1 of 2

4  
5 Volunteers

6  
7 The District recognizes the valuable contributions made to the total school program by members  
8 of the community who act as volunteers. By law, a volunteer is an individual who:

- 9  
10 1. Has not entered into an express or implied compensation agreement with the District;  
11  
12 2. Is excluded from the definition of “employee” under appropriate state and federal  
13 statutes;  
14  
15 3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and  
16  
17 4. Is not employed by the District in the same or similar capacity for which he/she is  
18 volunteering.  
19

20 District employees who work with volunteers shall clearly explain duties for supervising children  
21 in school, on the playground, and on field trips. An appropriate degree of training and/or  
22 supervision of each volunteer shall be administered commensurate with the responsibility  
23 undertaken.  
24

25 Volunteers who have unsupervised access to children are subject to the District’s policy  
26 mandating background checks.  
27

28 Chaperones

29  
30 The Superintendent may direct that appropriate screening processes be implemented to assure  
31 that adult chaperones are suitable and acceptable for accompanying students on field trips or  
32 excursions.  
33

34 When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers,  
35 including employees of the District, assigned to chaperone, shall not use tobacco products in the  
36 presence of students, nor shall they consume any alcoholic beverages or use any illicit drug  
37 during the duration of their assignment as a chaperone, including during the hours following the  
38 end of the day’s activities for students. The chaperone shall not encourage or allow students to  
39 participate in any activity that is in violation of District policy during the field trip or excursion,  
40 including during the hours following the end of the day’s activities. Chaperones shall be given a  
41 copy of these rules and sign a letter of understanding verifying they are aware of and agree to  
42 these District rules before being allowed to accompany students on any field trip or excursion.  
43

44 Any chaperone found to have violated these rules shall not be used again as a chaperone for any  
45 District-sponsored field trips or excursions and may be excluded from using District-sponsored  
46 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 Fingerprints 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?]

Policy History:

Adopted on:

Reviewed on: 06/11/2012

Revised on:

**VOLUNTEER AGREEMENT FORM  
COACH/HELPER/AIDE/CHAPERONE**

5430F

I, \_\_\_\_\_ (the Volunteer) hereby agree to serve Laurel School District (the District) on a volunteer basis as a \_\_\_\_\_.

Please initial next to each statement:

- \_\_\_\_\_ The Volunteer understands any volunteer services will not be compensated now or in the future.
- \_\_\_\_\_ The Volunteer has been informed and understands that volunteer services rendered do not create an employee-employer relationship between the Volunteer and the District for the position stated above.
- \_\_\_\_\_ The Volunteer understands that the District may not carry worker's compensation insurance and does not carry medical insurance for a person serving as a volunteer in the position stated above.
- \_\_\_\_\_ The Volunteer understands that the mutually established schedule of services for the position stated above carries no obligation for either party and maybe adjusted at any time.
- \_\_\_\_\_ The Volunteer understands that services as a volunteer may be terminated at any time.
- \_\_\_\_\_ The Volunteer understands that they are under the direction of the school district at all times during their service as a volunteer and must follow directives given by district employees.
- \_\_\_\_\_ The Volunteer understands that they are to follow all laws, policies, and rules regarding student and employee confidentiality during their service as a volunteer.
- \_\_\_\_\_ The Volunteer understands that they are to follow district policy as well as local, state, federal and other applicable law during their service as a volunteer.
- \_\_\_\_\_ The Volunteer understands that they are not to use alcohol, tobacco or other drugs around students at any time whether on school property or not.
- \_\_\_\_\_ The Volunteer understands that they are not to encourage students to violate district policy. The Volunteer further understands that if they observe a student violating district policy they are to report the behavior to the supervising district employee immediately.
- \_\_\_\_\_ The Volunteer understands that any violation of this agreement, district policy or any local, state, federal or other applicable law can result in permanent termination of volunteer privileges and possible legal action.
- \_\_\_\_\_ The Volunteer is 18 years of age or older.
- \_\_\_\_\_ The Volunteer understands that his authorization only applies to the \_\_\_\_/\_\_\_\_ school year.
- \_\_\_\_\_ The Volunteer understands that if the position stated above involves regular unsupervised access to students in schools they shall submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of this agreement.

I understand that should I have been found to have violated these rules, I will not be used again as a chaperone for any District-sponsored field trips or excursions and may be excluded from using District-sponsored transportation for the remainder of the field trip or excursion and that I will be responsible for my own transportation back home.

\_\_\_\_\_  
DISTRICT REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VOLUNTEER SIGNATURE

\_\_\_\_\_  
DATE

**Laurel School District #7 & 7-70**

**PERSONNEL**

5440

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 building principal's shall coordinate all requests from cooperating institutions for placement 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

Policy History:

Adopted on:

Reviewed on:

Revised on: 06/11/2012



1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5450

page 1 of 2

4  
5  
6 Employee use of Electronic Mail, Internet, and District Equipment

7  
8 Electronic mail ("e-mail") is an electronic message that is transmitted between two (2) or more  
9 computers or electronic terminals, whether or not the message is converted to hard-copy format  
10 after receipt, and whether or not the message is viewed upon transmission or stored for later  
11 retrieval. E-mail includes all electronic messages that are transmitted through a local, regional, or  
12 global computer network.

13  
14 Because of the unique nature of e-mail/Internet, and because the District desires to protect its  
15 interest with regard to its electronic records, the following rules have been established to address  
16 e-mail/Internet usage by all employees:

17  
18 The District e-mail and Internet systems are intended to be used for educational purposes only,  
19 and employees should have no expectation of privacy when using the e-mail or Internet systems  
20 for any purpose. Employees have no expectation of privacy in district owned technology  
21 equipment, including but not limited to district-owned desktops, laptops, memory storage  
22 devices, and cell phones.

23  
24 Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal  
25 and improper uses of the e-mail and Internet system, including but not limited to extreme  
26 network etiquette violations including mail that degrades or demeans other individuals,  
27 pornography, obscenity, harassment, solicitation, gambling, and violating copyright or  
28 intellectual property rights, are prohibited. Abuse of the e-mail or Internet systems through  
29 excessive personal use, or use in violation of the law or District policies, will result in  
30 disciplinary action, up to and including termination of employment.

31  
32 All e-mail/Internet records are considered District records and should be transmitted only to  
33 individuals who have a need to receive them. If the sender of an e-mail or Internet message does  
34 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the  
35 message "Do Not Forward."

36  
37 In order to keep District e-mail and Internet systems secure, users may not leave the terminal  
38 "signed on" when unattended and may not leave their password available in an obvious place  
39 near the terminal or share their password with anyone except the system administrator. The  
40 District reserves the right to bypass individual passwords at any time and to monitor the use of  
41 such systems by employees.

42  
43 Additionally, District records and e-mail/Internet records are subject to disclosure to law  
44 enforcement or government officials or to other third parties through subpoena or other process.  
45 Consequently, the District retains the right to access stored records in cases where there is  
46

reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose all information sent over the District e-mail systems for any legally permissible reason, including but not limited to determining whether the information is a public record, whether it contains information discoverable in litigation, and to access District information in the employee's absence. Employee e-mail/Internet messages may not necessarily reflect the views of the District.

Except as provided herein, District employees are prohibited from accessing another employee's e-mail without the expressed consent of the employee. All District employees should be aware that e-mail messages can be retrieved, even if they have been deleted, and that statements made in e-mail communications can form the basis of various legal claims against the individual author or the District.

E-mail sent or received by the District or the District's employees may be considered a public record subject to public disclosure or inspection. All District e-mail and Internet communications may be monitored.

Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5455

page 1 of 4

4  
5  
6 Acceptable Use of Electronic Networks and Internet Etiquette

7  
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 behavior 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.** The district  
13 technology coordinator shall act as the system administrator.  
14

15 **Terms and Conditions:**

- 16  
17 1. Acceptable use - Access to the district's electronic networks must be:(a) for the purpose  
18 of education or research and consistent with the educational objectives of the district; or  
19 (b) for legitimate school business use.  
20  
21 2. Privileges - The use of the district's electronic networks is a privilege, not a right, and  
22 inappropriate use may result in a cancellation of those privileges. The system  
23 administrator (and/or building principal) will make all decisions regarding whether or not  
24 a user has violated these procedures and may deny, revoke, or suspend access at anytime.  
25 His or her decision is final.  
26  
27 3. Unacceptable Use - The user is responsible for his or her actions and activities involving  
28 the network. Some examples of those unacceptable uses are:  
29 A. Using the network for any illegal activity, including violation of copyright or  
30 other contracts, or transmitting any material in violation of any federal or state law;  
31 B. Unauthorized downloading/installation of software or other media, including  
32 personal, regardless of whether it is copyrighted or de-virused;  
33 C. Downloading copyrighted material;  
34 D. Using the network for private financial or commercial gain;  
35 E. Wastefully using resources, such as file space;  
36 F. Hacking or gaining unauthorized access to files, resources, or entitles;  
37 G. Invading the privacy of individuals, which includes the unauthorized disclosure,  
38 dissemination, and use of information of a personal nature about anyone;  
39 H. Using another user's account or password;  
40 I. Posting material created by another, without his/her consent;  
41 J. Posting anonymous messages;  
42 K. Using the network for commercial or private advertising;  
43 L. Accessing, submitting, posting, publishing, or displaying any defamatory,  
44 inaccurate, abusive, obscene, sexually oriented, threatening, racially offensive,  
45 harassing, or illegal material; and  
46 M. Using the network while access privileges are suspended or revoked.

- N. The network use of personal computers and software is prohibited.
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 school-issued 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 school property.
  - G. 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, nondeliveries, 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 of quality of information obtained through its services.
5. 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.
6. Security - Network security is a high priority. If the user can identify a security problem on the network, the user must notify the system administrator or building principal. Do not demonstrate the problems 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 network 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.
7. Vandalism - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data or another user, the Internet, or any network. This includes, but is not limited to, the uploading or creation of computer viruses, worms, Trojan horses, spyware, spam, etc . . .
8. Telephone Charges - The district assumes no responsibility for any unauthorized charges or fees, including telephone charges, long distance charges, per-minute surcharges, and/or equipment or line costs.

9. Copyright Web Publishing Rules - Copyright law and district policy prohibit the republishing of text or graphics found on the Web or in district Web sites or file servers, without explicit written permission/proper citation.
- A. For each republication (on a Web site 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. Staff engaged in producing Web pages must provide 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. Webmaster displaying the material may not be considered a source of permission.
10. Use of Electronic Mail
- A. The district’s electronic mail system, and its constituent software, hardware, and data files, are owned by the district. The district provides e-mail to aid staff and board members in fulfilling their educational responsibilities.
  - B. The district reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account’s users. However, the account user will be notified that such access or disclosure has occurred.
  - C. Each person should use the same degree of care in drafting an electronic mail message as would be put into a written memorandum or document. Nothing should be transmitted in an e-mail message that would be inappropriate in a letter or memorandum.
  - D. Electronic messages transmitted via the district’s Internet gateway carry with them identification. This ID identifies the author as being with the district. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the district. Users will be held personally responsible for the content of any and all electronic mail messages transmitted to recipients.
  - E. Any message received from an unknown sender via the district email program should be forwarded to the system administrator. Downloading any file attached to any Internet based message is prohibited, unless the user is certain of that message’s authenticity and the nature of the file so transmitted.
11. Use of the district’s electronic mail system constitutes consent to these regulations.

**Internet Safety:**

- A. Internet access is limited to only those “acceptable uses” as detailed in these procedures. Internet safety is enhanced if users do not engage in “unacceptable uses,” as detailed in these procedures, and otherwise follow these procedures.
- B. Staff members shall supervise K-12 students using district electronic sources, to
- C. ensure that the students abide by Terms and Conditions for Internet access, as contained in these procedures. Such procedures are included in the Student Acceptable Use Policy which is signed by both student and his/her parent/guardian prior to access.
- D. Each district computer with Internet access has a filtering device that attempts to block entry to visual depictions that are:(1) obscene;(2) pornographic;(3) harmful or inappropriate for students, as defined by the Children’s Internet Protection Act and as determined by the Superintendent or designee.
- E. The system administrator and building principals shall monitor student access as needed.

Legal Reference: Children’s Internet Protection Act, P.L. 106-554  
20 U.S.C.§ 6801, et seq.  
47 U.S.C.§ 254(h) and (I)

**Policy History:**

Adopted on: September 11, 2006  
Reviewed on: 06/11/2012  
Revised on:

4  
5  
6  
7 Electronic Resources and Social Networking

8  
9 The Laurel School District recognizes that an effective public education system develops students  
10 who are globally aware, civically engaged, and capable of managing their lives and careers. The  
11 District also believes that students need to be proficient users of information, media, and  
12 technology to succeed in a digital world.

13  
14 Public school employees are held to a high standard of behavior. The Montana Department of  
15 Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a  
16 professional relationship with each student, both in and outside the classroom. The District  
17 encourages all staff to read and become familiar with the Code of Ethics.

18  
19 While acting within the roles and responsibilities as a Laurel School District employee, school  
20 district staff shall not socialize with students on social networking websites (during school or  
21 out-of-school) in a manner contrary to this policy. Staff are reminded that the same relationship,  
22 exchange, interaction, information, or behavior that would be unacceptable in a non-  
23 technological medium, is unacceptable when done through the use of technology. In fact, due to  
24 the vastly increased potential audience digital dissemination presents, extra caution must be  
25 exercised by staff to ensure they **do not** cross the line of acceptability.

26  
27 Specifically, the following forms of technology based interactivity or connectivity are expressly  
28 forbidden **when used in a manner not related to the delivery of educational services or**  
29 **district operations.**

- 30  
31
  - Sharing personal landline or cell phone numbers with students for non-educational
  - 32 purposes;
  - 33 • Text messaging students for non-educational purposes;
  - 34 • Emailing students other than through and to school controlled and monitored accounts;
  - 35 • Soliciting students as friends or contacts on social networking sites for non-educational
  - 36 purposes;
  - 37 • Accepting the solicitation of students as friends or contacts on social networking sites for
  - 38 non-educational purposes;
  - 39 • Utilization of social networking or messaging sites or applications that permit the
  - 40 broadcast of confidential student information;

41  
42 Accessing social networking websites for individual use during **instructional time or non-**  
43 **break service period** is prohibited, unless asked to do so by administration. Except in an  
44 emergency situation, staff shall not access social networking sites using district equipment.

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 **nondistrict** website. Further, the posting of any private or confidential school district material on **any** website 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 or utilized a District-related social media presence or student messaging application. Use of any site or application must not disclose staff members' or students' contact or personal information.

Cross Reference:	5015	Bullying/Harassment/Intimidation
	5223	Personal Conduct
	5255	Disciplinary Action
		<i>Professional Educators of Montana Code of Ethics</i>

Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on: 3/11/2019



1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5500

4  
5 Payment of Wages Upon Termination

6  
7 When a District employee separates from employment, wages owed will be paid on the next  
8 regular pay day for the pay period in which the employee left employment or within fifteen (15)  
9 days, whichever occurs first.

10  
11 In the case of an employee discharged for allegations of theft connected to the employee's work,  
12 the District may withhold the value of the theft, provided:

- 13  
14 • The employee agrees in writing to the withholding; or  
15  
16 • The District files a report of the theft with law enforcement within seven (7) business  
17 days of separation.

18  
19 If no charges are filed within thirty (30) days of the filing of a report with law enforcement,  
20 wages are due within a thirty-(30)-day period.

21  
22  
23  
24 Legal Reference: § 39-3-205, MCA Payment of wages when employee separated from  
25 employment prior to payday – exceptions  
26

27 Policy History:

28 Adopted on:

29 Reviewed on:

30 Revised on: 06/11/2012, 10/22/2018

PERSONNEL

5510

page 1 of 5

HIPAA

*Note:*

*(1) Any school district offering a group “health care plan” for its employees is affected by HIPAA. School districts offering health plans that are self-insured will be entirely responsible for compliance with HIPAA, despite a third party administrator managing the plan. School districts may also be subject to HIPAA as a “health care provider” by either having a school-based health center or a school nurse. School-based health centers staffed and serviced by a hospital or local health department are responsible for complying with HIPAA if there is a sharing of records containing health information. For those districts providing the services of a school nurse, HIPAA regulations issued in 2000 commented that an “educational institution that employs a school nurse is subject to [the] regulations as a health care provider if the school nurse or the school engaged in a HIPAA transaction.” This transaction occurs when a school nurse submits a claim electronically.*

*(2) Any personally identifiable health information contained in an “education record” under FERPA is subject to FERPA, not HIPAA.*

Background

**Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The District’s group health plan is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards for the Privacy of Individually Identifiable Information. In order to comply with HIPAA and its related regulations, the District has implemented the following HIPAA Privacy Policy:

**The HIPAA Privacy Rule**

HIPAA required the federal government to adopt national standards for ***electronic health care transactions***. At the same time, Congress recognized that advances in electronic technology could erode the privacy of health information and determined there was a need for national privacy standards. As a result HIPAA included provisions which mandated the adoption of federal privacy standards for individually identifiable health information.

The standards found in the Privacy Rule are designed to protect and guard against the misuse of individually identifiable health information, with particular concern regarding employers using an employee’s (or dependent’s) health information from the group health plan to make adverse employment-related decisions. The Privacy Rule states that verbal, written, or electronic information that can be used to connect a person’s name or identity with medical, treatment, or health history information is Protected Health Information (PHI) under the HIPAA Privacy Rule.

Under the HIPAA Privacy Rule:

1. Individuals have a right to access and copy their health record to the extent allowed by HIPAA.
2. Individuals have the right to request an amendment to their health record. The plan may deny an individual's request under certain circumstances specified in the HIPAA Privacy Rule.
3. Individuals have the right to an accounting of disclosures of their health record for reasons other than treatment, payment, or healthcare operations.
4. PHI, including health, medical, and claims records, can be used and disclosed without authorization for specific, limited purposes (treatment, payment, or operations of the group health plan). A valid authorization from the individual must be provided for use or disclosure for other than those purposes.
5. Safeguards are required to protect the privacy of health information.
6. Covered entities are required to issue a notice of privacy practices to their enrollees.
7. Violators are held accountable with civil and criminal penalties for improper use or disclosure of PHI.

Compliance

The District Clerk has been designated Privacy Officer. The Privacy Officer will oversee all ongoing activities related to the development, implementation, maintenance of, and adherence to the District's policies and procedures covering the privacy of and access to patient health information in compliance with HIPAA, other applicable federal and state laws, and the District's privacy practices.

As required for a Covered Entity under HIPAA, the plan has developed these internal privacy policies and procedures to assure that PHI is protected and that access to and use and disclosure of PHI are restricted in a manner consistent with HIPAA's privacy protections. The policies and procedures recognize routine and recurring disclosures for treatment, payment, and healthcare operations and include physical, electronic, and procedural safeguards to protect PHI. The procedures include safeguards for sending PHI via mail or fax, receiving PHI for plan purposes, and workstation safeguards and procedures for securing and retaining PHI received by the plan. Plan participants are entitled to receive a copy of the plan's policies and procedures upon request.

Designating a limited number of privacy contacts allows the District to control who is receiving

PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.

The District has distributed a notice of privacy practices to plan participants. The notice informs plan participants of their rights and the District's privacy practices related to the use and disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.

The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure of that information to employees who have a legitimate need to know or possess the PHI for healthcare operations and functions. The District will make reasonable efforts to use de-identified information whenever possible in the operations of the plan and will only use the minimum PHI necessary for the stated purpose.

Some of the District's employees need access to PHI in order to properly perform the functions of their jobs. The District has identified these employees and has given them training in the important aspects of the HIPAA Privacy Rule, the privacy policy, and procedures. New employees who will have access to PHI will receive training on the HIPAA Privacy Rule and related policies and procedures as soon as reasonably possible after they are employed. Employees who improperly use or disclose PHI or misuse their access to that information may be subject to discipline, as deemed appropriate.

In the event the group health plan must disclose PHI in the course of performing necessary plan operations functions or as required by law or a governmental agency, the District has developed a system to record those disclosures and requests for disclosures. An individual may request a list of disclosures of his or her PHI made by the plan for other than treatment or claims payment purposes. All requests for an accounting of PHI disclosures must be made in writing, and the plan may impose fees for the cost of production of this information. Requests will be responded to within sixty (60) days. If the plan is not able to provide the requested information within sixty (60) days, a written notice of delay will be sent to the requesting individual, with the reasons for the delay and an estimated time for response.

In order to comply with the new privacy regulations, the plan has implemented compliant communication procedures. Except for its use in legitimate healthcare operations, written permission will be required in order for the District to disclose PHI to or discuss it with a third party.

The HIPAA Privacy Rule prohibits the District from disclosing medical information without the patient's written permission other than for treatment, payment, or healthcare operations purposes. An authorization signed by the patient and designating specified individuals to whom the District may disclose specified medical information must be on file, before the plan can discuss a patient's medical information with a third party (such as a spouse, parent, group health plan

representative, or other individual).

The District has taken the following steps to ensure PHI is safeguarded:

- The District has implemented policies and procedures to designate who has and who does not have authorized access to PHI.
- Documents containing PHI are kept in a restricted/locked area.
- Computer files with PHI are password protected and have firewalls making unauthorized access difficult.
- Copies of PHI will be destroyed when information is no longer needed, unless it is required by law to be retained for a specified period of time.
- The District will act promptly to take reasonable measures to mitigate any harmful effects known to the group health plan, due to a use or disclosure of PHI in violation of the plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- The District will appropriately discipline employees who violate the District's group health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including termination of employment if warranted by the circumstances.

The District has received signed assurances from the plan's business associates that they understand the HIPAA Privacy Rule, applicable regulations, and the Privacy Policy and will safeguard PHI just as the plan would.

The contract claims payor and certain other entities outside the group health plan require access on occasion to PHI, if they are business associates of the group health plan and in that role need to use, exchange, or disclose PHI from the group health plan. The plan requires these entities to sign an agreement stating they understand HIPAA's privacy requirements and will abide by those rules just as the group health plan does, to protect the PHI to which they have access. For example the plan engages a certified public accountant to audit the plan annually and to make sure payments are made in compliance with the Plan Document. In order for the CPA to complete an audit, the auditor reviews a sample of the claims for accuracy.

The District will ensure health information will not be used in making employment and compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit an employer from making adverse employment decisions (demotions, terminations, etc.) based on health information received from the group health plan. To the extent possible, the District has separated the plan operations functions from the employment functions and has safeguards in place to prevent PHI from the plan from going to or being used by an employee's supervisor, manager, or superior to make employment-related decisions.

Complaints

If an employee believes their privacy rights have been violated, they may file a written complaint with the Privacy Officer. No retaliation will occur against the employee for filing a complaint. The contact information for the Privacy Officer is:

District Clerk  
Laurel School District  
410 Colorado Avenue  
Laurel, Montana 59044

Legal Reference: 45 C.F.R. Parts 160, 162, 164

Policy History:

Adopted on: 06/11/2012

Reviewed on:

Revised on:

## **Request for Protected Health Information**

This form should be used when release of a patient's protected health information is being made to the health care provider for an employee or student for a purpose other than treatment, payment or health care operations.

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_  
*Name of Employee, Student 18 or older, or Parent/Guardian* *Name of Physician/Practice*

to use and/or disclose my protected health information described below to Laurel School District.

My protected health information will be used or disclosed upon request for the following purposes (name and explain each purpose): \_\_\_\_\_

This authorization for use and/or disclosure applies to the following information (please mark those that apply):

- ☐ Any and all records in the possession of the above-named physician or physician's practice, including mental health, HIV, and/or substance abuse records. (Please cross out any item you do not authorize to be released.)
- ☐ Records regarding treatment for the following condition or injury \_\_\_\_\_ on or about \_\_\_\_\_.
- ☐ Records covering the period of time \_\_\_\_\_ to \_\_\_\_\_.
- ☐ Other (Specify and include dates.) \_\_\_\_\_.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to above-named physician/practice. I also understand that my revocation is not effective to the extent that the persons I have authorized to use and/or disclose my protected health information have acted in reliance upon this authorization.

I understand that I do not have to sign this authorization and that the above-named physician/practice may not condition treatment or payment on whether I sign this authorization.

I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer protected by federal laws and regulations regarding the privacy of my protected health information.

This authorization expires on the following date or event: \_\_\_\_\_.

I certify that I have received a copy of this authorization.

\_\_\_\_\_  
*Signature of Patient or Personal Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name of Patient or Personal Representative*

\_\_\_\_\_  
*Personal Representative's Authority*

**Laurel School District #7 & 7-70**

**PERSONNEL**

5511

Classified Payroll Guidelines

Payday for classified employees will be on the tenth (10<sup>th</sup>) of the month regardless of the days worked during the month. Pay for the beginning and ending of the year for classified employees who are not classified twelve (12) month employees will be as follows:

September 10	1 <sup>st</sup> paycheck if 3 days or more are worked in August
October 10	1 <sup>st</sup> paycheck if less than 3 days are worked in August
June 10	Paycheck for May hours and 1 <sup>st</sup> week of June
June 20	Unused vacation hours paid off for previous year (option of employee)

Policy History:

Adopted on: 12/13/1999

Reviewed on:

Revised on:



1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5630

4  
5 Employee Use of Cellular Phones and Other Electronic Devices

6  
7 The Board recognizes that the use of cellular telephones and other electronic communication  
8 devices may be appropriate to help ensure the safety and security of District property, students,  
9 staff, and others while on District property or engaged in District-sponsored activities. To this  
10 end, the Board authorizes the purchase and employee use of such devices, as deemed appropriate  
11 by the Superintendent.

12 District-owned cellular telephones and other devices will be used for authorized District business  
13 purposes. Personal use of such equipment may be prohibited except in emergency situations.

14 Use of cellular telephones and other electronic communication devices in violation of Board  
15 policies, administrative regulations, and/or state/federal laws will result in discipline up to and  
16 including termination of employment.

17 District employees are prohibited from using cell phones or other electronic communication  
18 devices while driving or otherwise operating District-owned motor vehicles, or while driving or  
19 otherwise operating personally-owned vehicles when transporting students on school-sponsored  
20 activities.

21 Emergency Use

22 Staff are encouraged to use any available cellular telephone in the event of an emergency that  
23 threatens the safety of students, staff, or other individuals.

24 Use of Personal Cell Phones and Communication Devices

25 Employees are strongly discouraged from using their personal cell phone during the school days.  
26 When necessary, employees may use their personal cell phones and similar communication  
27 devices only during non-instructional time. In no event shall an employee's use of a cell phone  
28 interfere with the employee's job obligations and responsibilities. If such use is determined to  
29 have interfered with an employee's obligations and responsibilities, the employee may be  
30 disciplined in accordance with the terms of the collective bargaining agreement and Board  
31 policies.

32  
33 Policy History:

34 Adopted on: 06/11/2012

35 Reviewed on:

36 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **PERSONNEL**

5640

4  
5 Stipends

6  
7 Except as provided in Appendix A-1 of the Certified Master Agreement, certificated staff  
8 members who accept assignments over and above the duties associated with their regular  
9 teaching assignments will receive supplementary salary consideration according to the schedule  
10 below :

11  
12 **Staff Trainers** for professional development academy workshops and PIR Days

- 13  
14 • \$25 per hour for instruction  
15 • \$25 per hour for approved prep time for classes  
16 • \$175 maximum per day of training (prep time included in this amount)

17 **Participants** for district approved workshops may or may not be paid based on the discretion of  
18 the superintendent.

- 19  
20 • \$25 per hour for participation  
21 • \$175 maximum per day

22  
23 Policy History:

24 Adopted on: December 11, 2006

25 Reviewed on: 06/11/2012

26 Revised on:

## LAUREL SCHOOL DISTRICT

**R = required**

### 6000 SERIES ADMINISTRATION

#### TABLE OF CONTENTS

6000	Goals
6001	Code of Ethics
<b>R</b> 6110	Superintendent – Duties and Authority
<b>R</b> 6110P	Superintendent – Board Responsibilities
6110F	Evaluation of Superintendent
6111	Administration in Policy Absence
6121	District Organization
6122	Delegation of Authority
6130	Assignment and Transfer of Administrative Staff
<b>R</b> 6140	Duties and Qualifications of Administrative Staff Other Than Superintendent
6141	Employment Restrictions for Administrative Personnel
6142	Administrative Salaries
6150	Leadership Team
<b>R</b> 6210	Principals
<b>R</b> 6410	Evaluation of Administrative Staff
6420	Professional Growth and Development
6431	Administrative Reduction in Force

1 **Laurel School District §7 & 7-70**

2  
3 **ADMINISTRATION**

6000

4  
5 Goals

6  
7 The administration of this school system is responsible, within the guidelines established by  
8 board policy, for the direction and coordination of student's and staff in their efforts to reach  
9 educational goals adopted by the board. Administration must be based upon positive human  
10 relationships in order to serve as the keystone to the effective operation of the entire educational  
11 system. Without such a base, the school system will lack that uniting force which makes  
12 everyone in the organization feel important regardless of the tasks or duties which he or she is  
13 discharging.

14  
15 The board expects the administration to specialize in:

- 16  
17 • The processes of decision making and communication.  
18 • Planning, organizing, implementing, and evaluating educational programs.  
19 • The coordination of various centers of power within the school system and the  
20 community so as to enable people to do the things together for education that they might  
21 never be able to do separately.  
22 • The demonstration of leadership.  
23 • The development and maintenance of close working relationships and channels of  
24 communication within the school system and community.  
25 • The prevention of misunderstandings and development of cooperation toward attaining  
26 the educational goals adopted by the board.

27  
28  
29  
30 Policy History:

31 Adopted on: 06/24/1996

32 Reviewed on: 07/09/2012

33 Revised on: 03/23/2009

**Laurel School District \$7 & 7-70**

**ADMINISTRATION**

6001

Code of Ethics for Administrators

ADMINISTRATORS OF LAUREL PUBLIC SCHOOL WILL STRIVE TO IMPROVE  
PUBLIC EDUCATION, AND TO THAT END WILL:

1. Make the well-being of students the fundamental value in all decision making and actions.
2. Fulfill professional responsibilities with honesty and integrity.
3. Support the principle of due process and protect the civil and human rights of all individuals.
4. Comply with local, state, and national laws and not knowingly join or support organizations that advocate directly or indirectly the overthrow of the government.
5. Implement the Board of Trustees' policies and administrative regulations.
6. Pursue appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
7. Avoid using positions for personal gain through political, social, religious, economic, or other influence.
8. Accept academic degrees or other professional certification only from duly accredited institutions.
9. Maintain the standards and seek to improve the effectiveness of the profession through research and continuing professional development.
10. Honor all contracts until fulfillment or release.

Reference: NASSP Code of Ethics for Administrators.

Policy History:

Adopted on: 06/24/1996

Reviewed on:

Revised on: 07/09/2012

**ADMINISTRATION**

6110

Superintendent - Duties and Authorities

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

Qualifications and Appointment

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

When the Superintendent position becomes vacant, the Board will conduct a search to find the most capable person for the position. Qualified staff members who apply for the position will be considered for the vacancy.

Evaluation

The board shall establish evaluative criteria and shall be responsible for evaluating the performance of the superintendent as provided by law.

The superintendent may have the opportunity for a confidential conference with the board members each school year, the purpose of which shall be to aid the superintendent in his/her performance and to discuss goals and time line for goals. The board, on the basis of the evaluation, may with concurrence of the superintendent, terminate the existing contract and negotiate a separate contract for the superintendent's services for periods not to exceed three years.

In the event that a majority of the board wishes to terminate the superintendent's services at the expiration of the current contract, the superintendent shall be so notified in writing by February 1 of the final year of the contract.

Compensation and Benefits

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

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

Policy History:

Adopted on: 06/24/1996

Reviewed on:

Revised on: 03/23/2009, 07/09/2012, 02/09/15

**Laurel School District #7 & 7-70**

**ADMINISTRATION**

6110F

Evaluation of the Superintendent

**INSTRUCTIONS ON USE OF APPRAISAL FORM**

- A. Each board member completes the appraisal form. In this phase of the evaluation process, each board member works independently without consulting any other board member to assess the performance of the superintendent. Written comments relating to any item are encouraged. Comments with specific reference to documents or events are particularly valuable for any unusual ratings.
- B. Completed forms from individual board members are returned to a specified person by a certain date for tabulation. The board chair would be the logical person to receive the evaluations and compile the necessary information from these forms.
- C. A copy of the composite evaluation is given to each board member.
- D. The superintendent is given a copy of the board's composite evaluation at the time of the board's discussion with the superintendent. Both the board and the superintendent have the opportunity to fully discuss all aspects of the evaluation.
- E. The meeting to review the evaluation of the professional competency of the superintendent can be held in a closed session of the board.
- F. The superintendent is given the opportunity to respond to the evaluation in writing. The superintendent's written comments are reviewed by the school board members and become part of the superintendent's personnel file along with the written composite evaluation form.
- G. Performance goals are established for the following year and incorporated into next year's evaluation process.

Policy History:

Adopted on: 06/24/1996

Reviewed on:

Revised on: 03/23/2009, 07/09/2012

## ADMINISTRATION

6110P  
page 1 of 2Superintendent

<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.
Approve proposed major changes of school plant and facilities.	Prepare reports regarding school plant and facilities needs.



<b>The Board will:</b>	<b>The Superintendent will:</b>
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.

Legal Reference:      ARM 10.55.701      Board of Trustees

Procedure History:

Promulgated on:      06/24/1996  
Reviewed on:      07/09/2012  
Revised on:      03/23/2009, 10/22/2018

1 **Laurel School District §7 & 7-70**

2  
3 **ADMINISTRATION**

6111

4  
5 Administration in Policy Absence

6  
7 In the absence of a policy where action is required, the superintendent is authorized to act in  
8 accordance with the best established practices not inconsistent with law. However, it is the  
9 superintendent's duty to inform the board, at the next regularly scheduled board meeting, if there  
10 is a need for an official policy. Also keep board informed of incidents on a "FYI" basis.  
11  
12  
13

14 Policy History:

15 Adopted on: 06/24/1996

16 Reviewed on: 07/09/2012

17 Revised on: 03/23/2009

1 **Laurel School District #7 & 7-70**

2  
3 **ADMINISTRATION**

6121

4  
5 District Organization

6  
7 The organization of the school district positions of employment for purposes of supervision,  
8 services, leadership, administration of school board policy, and all other operational tasks shall  
9 be on a "line and staff" basis. School district personnel occupying these positions of  
10 employment shall carry out their duties and responsibilities on the basis of the line and staff  
11 organizations.

12  
13 The "line" portion of the organization is the vertical line of positions, starting from the top with  
14 the Board of Trustees and flowing down through to the teachers. This is the line of authority  
15 within the school district organization and it is the focal point of all operational functions.

16  
17 The "staff" portion of the organization are those positions horizontally placed from the line  
18 organization. The primary function of the staff positions is to service and support the line  
19 organizations.

20  
21 The purpose of the organization of the school district positions of employment on a line and staff  
22 organization basis is for the orderly and logical conduct of business. Under this administrative  
23 structure, the conduct of school district affairs may logically be carried out from the Board of  
24 Trustees to the teachers and students. This line of authority should be utilized to communicate  
25 actions of the school district and for the management of the school district. In addition to this, it  
26 should be used for the coordination of the organizational efforts, acts of leadership, and any other  
27 conduct of business.

28  
29 The superintendent shall maintain an organizational chart that is reviewed with the board of  
30 trustees annually.

31  
32  
33  
34 Policy History:

35 Adopted on: 06/24/1996

36 Reviewed on: 07/09/2012

37 Revised on: 03/23/2009

1 **Laurel School District \$7 & 7-70**

2  
3 **ADMINISTRATION**

6122

4  
5 Delegation of Authority

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

14 Policy History:

15 Adopted on: 06/24/1996

16 Reviewed on: 07/09/2012

17 Revised on:

**Laurel School District #7 & 7-70**

**ADMINISTRATION**

6130

Assignment and Transfer of Administrative Staff

Administrative staff are responsible to the board through the superintendent. Subject to the approval of the trustees, the Superintendent shall have the authority to reorganize and/or rearrange the specific responsibilities of the administrative and supervisory staff in a manner that will provide for the effective operation of the district. The Superintendent shall, in considering any assignment or transfer base a decision on such factors as the desired performance and/or expectations inherent in the position, the staff member's background and preparation, the staff member's past performance, the impact on other facets of the district's operations, and the needs of the district.

Legal Reference:	10.55.701, ARM	District Superintendent
	20-4-203, MCA	Teacher Tenure
	20-4-204, MCA	Termination of tenure teacher services

Policy History:

Adopted on: 06/24/1996

Reviewed on: 07/09/2012

Revised on:

ADMINISTRATION

6140

Duties and Qualifications of Administrative Staff Other Than Superintendent

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 shall include but are not limited to:

1. Planning for the improvement of the program for which he/she is responsible.
2. Evaluating that program regularly and reporting to superintendent regularly and to the board upon request.
3. Recommending to the superintendent budgetary, program, staff and other changes that will enhance the program.
4. Advising the superintendent of the impact of proposed policies or other administrative actions on the programs for which he/she is responsible.
5. Evaluating the performance of those staff as assigned.
6. Assisting his/her subordinates to improve their performance.
7. Promoting effective working relationships with students, staff and patrons of the district.
8. Maintaining an effective community/staff relations program within their building or assigned area.

Qualifications

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

Administrative Work Year

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

Compensation and Benefits

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

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

Policy History:

Adopted on: 06/24/1996

Reviewed on:

Revised on: 03/23/2009, 07/09/2012, 02/09/15

1 **Laurel School District \$7 & 7-70**

2  
3 **ADMINISTRATION**

6141

4  
5 Employment Restrictions for Administrative Personnel

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

10  
11  
12  
13 Policy History:

14 Adopted on: 06/24/1996

15 Reviewed on: 07/09/2012

16 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **ADMINISTRATION**

6142

4  
5 Administrative Salaries

6  
7 The board, with the Superintendent, will establish a system of compensation for administrative staff. The  
8 board will take into consideration administrative salaries across the state and in the inter-mountain region,  
9 initial placement salary, experience, education and continuing education.

10 Guidelines found in administrative procedures will be used for initial placement. After initial placement,  
11 appropriate additional education, experience in district, and percentage raises will be applied to the  
12 administrators' salary on a yearly basis.

13  
14 The 2004-05 school year shall be the last year CEUs may be converted for quarter hour equivalency. The  
15 last day of earned CEU is June 30, 2005.

16  
17 YEARLY RAISE:

18  
19 Beginning with the 2005-06 school year and thereafter, administrators will receive a minimum of 1.5%  
20 increase in salary. Administrators will also be eligible to receive a minimum \$1500.00 bonus at the end  
21 of the 2005-06 school year under a Professional Growth Incentive Plan if the following criteria are met:

- 22 1. The administrator notifies the Superintendent by August 15th that he or she will  
23 participate in the Incentive Plan. If an administrator does not plan to participate,  
24 no action is required.
- 25 2. The administrator must receive satisfactory appraisals on all evaluations conducted throughout  
26 the year. Appraisals may include employee input from employees from within the  
27 administrator's scope of duties in the area of supervision.
- 28 3. The administrator must submit to the Superintendent by September 1 st, a year-long plan for  
29 professional growth in areas that the district has made a priority. Research, readings, workshop  
30 attendance, collaboration on projects are to be prepared and submitted in a portfolio for a review  
31 team made up of two board members, the Superintendent and a peer. The portfolio is the  
32 culmination and evidence of growth. This is to be submitted to the Superintendent by May 1st  
33 and reviewed by the team by May 20th.
- 34 4. The administrator must be an active and productive member on a district or regional  
35 committee(s) that meet regularly and is outside of his/her area of job responsibility.

36  
37 Placement/approval on a committee will be determined by the Superintendent. More than one committee  
38 membership may be assigned if a district committee does not meet monthly.

- 39  
40 5. The administrator must attend a minimum of 60% of regular board meetings.
- 41 6. The administrator may be assigned as a mentor to a new teacher or administrator  
42 as determined by the Superintendent.
- 43 7. The administrative subcommittee and the superintendent will make  
44 recommendations to the board for the administrators who successfully complete the  
45 Professional Growth Incentive Plan.

46 Bonuses are payable by June 20th.

47  
48 Policy History:

49 Adopted on: 06/24/1996

50 Reviewed on: 07/09/2012

51 Revised on: 03/23/2009

© MTSBA 2011



1 **Laurel School District #7 & 7-70**

2  
3 **ADMINISTRATION**

6150

4  
5 Leadership Teams

6  
7 The board recognizes the importance of maintaining an effective leadership team to strengthen  
8 the administration and educational programs of the district and to establish and improve  
9 communications, decision-making, conflict resolution, and other relationships among the  
10 members of the team. The leadership team provides a means whereby educational policies and  
11 administrative procedures that define the district's programs and operations are arrived at  
12 through shared responsibility and authority.

13  
14 While the leadership team concept places emphasis upon shared responsibility and authority,  
15 nothing in this policy is intended to limit the responsibility and authority of the board ultimately  
16 to make decisions.

17  
18 The Superintendent shall prepare administrative guidelines for the operation to the leadership  
19 teams. Such guidelines shall provide that leadership team meetings will include representatives  
20 reflective of leadership staff, and on occasion, all such staff members. The leadership teams  
21 shall address themselves to appropriate concerns identified by the Superintendent and by any  
22 member of the team.

23  
24 Policy History:

25 Adopted on: 06/24/1996

26 Reviewed on: 07/09/2012

27 Revised on:

**ADMINISTRATION**

6210

Principals

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

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

Policy History:

Adopted on: 06/24/1996

Reviewed on:

Revised on: 07/09/2012, 02/9/15

1 **Laurel School District \$7 & 7-70**

2  
3 **ADMINISTRATION**

6310

4  
5 Internships

6  
7 The Board recognizes the need to provide training opportunities for prospective administrators.  
8 Internships for those in the process of acquiring administrative credentials shall be considered  
9 and approved on an individual basis. The Superintendent or designee and the District  
10 administrator involved will review the internship proposal with the candidate and the university  
11 representative, much in the same manner as student teachers are assigned.  
12  
13  
14

15 Policy History:

16 Adopted on: 06/24/1996

17 Reviewed on: 07/09/2012

18 Revised on:

2  
3 **ADMINISTRATION**

6410

4  
5 Evaluation of Administrative Staff

6  
7 Each administrator will be evaluated annually, in order to provide guidance and direction to the  
8 administrator in the performance of his/her assignment. Such evaluation will be based on job  
9 descriptions, accomplishment of annual goals and performance objectives, and established  
10 evaluative criteria.

11  
12 The Superintendent shall establish procedures for the conduct of these evaluations. Both the  
13 evaluator and the administrator involved in the evaluation shall sign the written evaluation report  
14 and retain a copy for their records. A person being evaluated has the right to submit and attach a  
15 written statement to the evaluation within a reasonable time following the evaluation conference.  
16  
17  
18

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

21  
22 Legal Reference: 10.55.701, ARM Board of Trustees

23  
24 Policy History:

25 Adopted on: 06/24/1996

26 Reviewed on: 07/09/2012

27 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **ADMINISTRATION**

6420

4  
5 Professional Growth and Development

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

9  
10 Each year the Superintendent should develop an administrative in-service program based upon  
11 the needs of the District, as well as the needs of individual administrators.

12  
13 Administrative staff are encouraged to be members of and participate in professional associations  
14 which have as their purposes the upgrading of school administration and the continued  
15 improvement of education in general.

16  
17  
18 Legal Reference: § 20-1-304, MCA Pupil-instruction-related day

19  
20 Policy History:

21 Adopted on: 06/24/1996

22 Reviewed on: 07/09/2012

23 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **ADMINISTRATION**

6431

4  
5 Administrative Reduction in Force

6  
7 In the event a reduction in force is required, the principals with five (5) or more years' service to  
8 the district who are not placed in a regular teaching position because of limited seniority, will  
9 receive a one-time severance pay at the rate of twenty-five (25%) of their existing contract.

10  
11 Policy History:

12 Adopted on: 06/24/1996

13 Reviewed on:

14 Revised on: 07/09/2012

**R = required**

## **LAUREL SCHOOL DISTRICT**

### **7000 SERIES FINANCIAL MANAGEMENT**

#### **TABLE OF CONTENTS**

7000	Goals
7008	Nonresident Student Attendance Agreement (Tuition/Transportation Costs)
7110	Budget and Program Planning
7121	Budget Adjustments
7210	Revenues
7225-7225F	Crowdfunding
7250	Rental or Lease of District Property
7251	Disposal of School District Property Without a Vote
7260	Endowments, Gifts, and Investments
7310	Budget Implementation and Execution
7320	Purchasing
7324	Vendor Authorization/Tax Exempt Financial Products
7325	Accounting System Design
7326	Documentation and Approval of Claims
7329	Petty Cash Funds
7330	Payroll Procedures/Schedules
7332	Advertising in Schools/Revenue Enhancement
7334	Annuity Guidelines
7335	Personal Reimbursements
7336	Travel Allowances and Expenses
7400	Credit Card Use
7405	Procurement Cards
7410	Fund Accounting System
7425-7425F	Extra- and Co-Curricular Funds
7430	Financial Reporting and Audits
7500	Property Records
7510	Capitalization Policy for Fixed Assets
7515	GASB 54
7520	Independent Investment Accounts
7525	Lease – Purchase Agreement
7530	Procurement of Supplies or Services
7535	Electronic Signatures
7550	Indirect Cost Reimbursement

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7000

4  
5 Goals

6  
7 Because educational programs are dependent on adequate funding and the proper management of  
8 those funds, District goals can best be attained through efficient fiscal management. As trustee  
9 of local, state, and federal funds allocated for use in public education, the Board shall fulfill its  
10 responsibility to see that funds are used to achieve the intended purposes.

11  
12 Because of resource limitations, fiscal concerns often overshadow the educational program.  
13 Recognizing this, the District must take specific action to ensure that education remains primary.  
14 This concept shall be incorporated into Board operations and into all aspects of District  
15 management and operation.

16  
17 The Board seeks to achieve the following goals in the District's fiscal management:

- 18  
19 1. Engage in advance planning, with staff and community involvement, to develop budgets  
20 which will achieve the greatest educational returns in relation to dollars expended.  
21  
22 2. Establish levels of funding which shall provide superior education for District students.  
23  
24 3. Provide timely and appropriate information to staff who have fiscal responsibilities.  
25  
26 4. Establish efficient procedures in all areas of fiscal management.  
27  
28  
29

30 Legal Reference: Title 20, Chapter 9, MCA Finance

31  
32 Policy History:

33 Adopted on:

34 Reviewed on: 07/09/2012

35 Revised on:



**Laurel School District #7 & 7-70**

**FINANCIAL MANAGEMENT**

7008

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

Policy History:

Adopted on:

Reviewed on: 07/09/2012

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7110

4  
5 Budget and Program Planning

6  
7 The annual budget is evidence of the Board's commitment to the objectives of the instruction  
8 programs. The budget supports immediate and long-range goals and established priorities within  
9 all areas – instructional, noninstructional, and administrative programs.

10  
11 Before presentation of a proposed budget for adoption, the Superintendent prepare, for the  
12 Board's consideration, recommendations (with supporting documentation) designed to meet the  
13 needs of students, within the limits of anticipated revenues.

14  
15 Program planning and budget development shall provide for staff participation and the sharing of  
16 information with patrons before any action by the Board.

17  
18  
19  
20 Policy History:

21 Adopted on: 11/24/1997

22 Reviewed on: 07/09/2012

23 Revised on:

**Laurel School District #7 & 7-70**

**FINANCIAL MANAGEMENT**

7121

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

Policy History:

Adopted on: 11/24/1997

Reviewed on:

Revised on: 07/09/2012

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7210

4  
5 Revenues

6  
7 The District will seek and utilize all available sources of revenue for financing its educational  
8 programs, including revenues from non-tax, local, state, and federal sources. The District will  
9 properly credit all revenues received to appropriate funds and accounts as specified by federal  
10 and state statutes and accounting and reporting regulations for Montana school districts.

11  
12 The District will collect and deposit all direct receipts of revenues as necessary but at least once  
13 monthly. The District will make an effort to collect all revenues due from all sources, including  
14 but not limited to rental fees, bus fees, fines, tuition fees, other fees and charges. Uncollectible  
15 checks may be turned over to the county attorney for collection.

16  
17  
18  
19 Legal Reference: Title 20, Chapter 9, MCA Finance  
20 Title 10, Chapter 10, ARM Special Accounting Practices

21  
22 Policy History:

23 Adopted on: 11/24/1997

24 Reviewed on:

25 Revised on: 07/09/2012

**Laurel School District #7 & 7-70**

**PERSONNEL**

7225

**Crowdfunding Proposals**

All crowdfunding requests and receivables are governed and supervised by board policy. Crowdfunding endeavors are generally viewed as beneficial when coordinated with district goals, initiatives, and existing plans. Proposals, products, and resources generated through crowdfunding 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 Superintendent, Building Principal or Department Director, and Business Manager.

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 with Policy 7260 (Endowments, Gifts, and Investments)

All non-monetary items (supplies, equipment, etc.) obtained are the property of the Laurel School District and all inventory procedures apply, and, if possible, will remain in the school where the author(s) was (were) located at time of the grant award.

All donations should be recorded by the Business Manager/Clerk in the Schools Funds accounting system at each school.

A file is to be maintained at the District Office for any crowdfunding 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 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

1 §2-2-104, MCA

2

Rules of conduct for public officers,  
legislators, and public employees.

3 Policy History:

4 Adopted on: April 29, 2019

5 Reviewed on:

6 Revised on:

## Laurel Public Schools Crowdfunding Approval Form

Before applying for crowdfunding, complete this form which will then be submitted to your building principal and superintendent. You must receive a signed copy back from your building principal authorizing you to create the funding application prior to initiating the project.

As per Policy 7225:

- 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 with Policy 7260 (Endowments, Gifts, and Investments)
- All non-monetary items (supplies, equipment, etc.) obtained are the property of the Laurel School District and all inventory procedures apply, and, if possible, will remain in the school where the author(s) was (were) located at time of the grant award.
- All donations should be recorded by the Business Manager/Clerk in the Schools Funds accounting system at each school.
- A file is to be maintained at the District Office for any crowdfunding 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 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.

Full Name: \_\_\_\_\_

School/Location: \_\_\_\_\_

What platform or fundraising entity are you using? \_\_\_\_\_

Describe in detail what product(s) you are asking for:

(Turn Over)

What, if any, agreements or permission forms are necessary for this request?

Approximate cost of the product(s):

How will this item benefit your classroom/department?

By my signature here, I attest that I have received and reviewed Policy 7225, and I understand and will abide by this policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If this is a technology device, did you get approval from the Technology Director?

☐ Technology Director Approval

☐ Technology Director Denial

\_\_\_\_\_  
Technology Director Signature

\_\_\_\_\_  
Date

☐ Administrator Approval

☐ Administrator Denial

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

**Return this form to the Business Manager at the Administration Office.**



1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7250

4  
5 Rental or Lease of District Property

6  
7 The board through the superintendent or his/her designee shall be authorized to rent or lease the  
8 real and personal property of the district. Such property shall be rented or leased for lawful  
9 purposes only. The rental or lease shall be in the best interest of the district and shall not interfere  
10 with the conduct of the district's educational program and related activities. Appropriate  
11 insurance requirements will be made of the renter. Proceeds from the rental or lease of property  
12 shall be deposited and expended according to statutory provisions.

13  
14 The board authorizes the superintendent or his/her designee to establish the procedures and the  
15 rental fees for the rental and leasing of district real and personal property.  
16  
17  
18  
19

20 Legal Reference: MCA 20-6-607 Leasing district property and disposition of  
21 any rentals  
22 MCA 82-10-201 et seq. Authorization for lease and terms – land not  
23 subject to leasing  
24

25 Policy History:

26 Adopted on: 11/24/1997

27 Reviewed on: 07/09/2012

28 Revised on:

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

## 7251

## Disposal 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.

Legal Reference:      § 20-6-604, MCA      Sale of property when resolution passed after hearing – appeal procedure

### Policy History:

Adopted on: 11/24/1997

Reviewed on: 07/09/2012

Revised on:

The Board may accept gifts, endowments, legacies, and devises subject to the lawful conditions imposed by the donor. Endowments received by the District will be deposited to an endowment fund as an expendable or nonexpendable trust. Neither the Board nor the Superintendent will approve any gifts that are inappropriate. Unless conditions of an endowment instrument require immediate disbursement, the Board will invest money deposited in the endowment fund according to the provisions of the Uniform Management of Institutional Funds Act (Title 72, chapter 30, MCA).

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.

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

Adopted on: 09/10/2001  
Reviewed on:  
Revised on: 07/09/2012, 10/22/2018

**Laurel School District #7 & 7-70**

**FINANCIAL MANAGEMENT**

7310

**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 and liability of trustees  
                                 § 20-9-213, MCA      Duties of trustees

**Policy History:**

Adopted on: 11/24/1997

Reviewed on:

Revised on: 07/09/2012

4  
5 Purchasing

6  
7 Authorization and Control

8  
9 The Superintendent is authorized to direct expenditures and purchases within limits of the  
10 detailed annual budget for the school year. The Board must approve purchase of capital outlay  
11 items, when the aggregate total of a requisition exceeds Eighty Thousand Dollars (\$80,000)  
12 except the Superintendent shall have the authority to make capital outlay purchases without  
13 advance approval when necessary to protect the interests of the District or the health and safety  
14 of staff or students. The Superintendent will establish requisition and purchase order procedures  
15 to control and maintain proper accounting of expenditure of funds. Staff who obligate the  
16 District without proper authorization may be held personally responsible for payment of such  
17 obligations.

18  
19 Bids and Contracts

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

35  
36 Advertisement for bid must be made once each week for two (2) consecutive weeks, and a  
37 second (2<sup>nd</sup>) publication must be made not less than five (5) nor more than twelve (12) days  
38 before consideration of bids.

39  
40 The Superintendent will establish bidding and contract-awarding procedures. Bid procedures  
41 will be waived only as specified in statute. Any contract required to be let for bid shall contain  
42 language to the following effect:

43  
44 *In making a determination as to which vendor is the lowest responsible bidder, if*  
45 *any, the District will take into consideration not only the pecuniary ability of a*  
46 *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)	

### Policy History:

Adopted on: 09/10/2001

Reviewed on:

Revised on: 04/09/2007, 07/09/2012, 02/10/14, 10/22/2018

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7324

4  
5 Vendor Authorization/Tax Exempt Financial Products

6  
7 Laurel Public Schools allows employees to contribute to certain tax deferred financial products  
8 authorized by Internal Revenue Service (IRS) codes. A wide variety of products is available in  
9 the marketplace. The district does not wish to constrain the choice of employees, nor will the  
10 district endorse a product line in any tax deferred or tax exempt financial area.

11  
12 However, to assure efficiency in business operations, certain criteria have been designed and will  
13 be uniformly applied.

- 14  
15 1. The district will make no payroll deductions to any plan until and unless the  
16 vendor of that plan presents affidavits from three (3) district employees who  
17 expressly wish to have payroll deductions made on their behalf. Only ten vendors  
18 will be allowed.  
19 2. It is incumbent upon the vendor of any such plan to maintain a minimum  
20 enrollment of three (3) district employees. Ninety days after a vendor has fallen  
21 below the minimum of three (3) required district participants in the plan, the  
22 district may, by serving notice to the employees and the vendor, terminate any  
23 further payroll deductions to that plan.  
24 3. In the event of the loss of the availability of a financial product, the district will  
25 allow an employee who wishes to choose from any of the other qualified plans.  
26 4. The district is aware that some plans are represented by more than one local  
27 agent. Irrespective, the district will make only one contribution monthly to the  
28 parent financial plan. It shall be incumbent upon the plan to work out any details  
29 of who may represent the plan and of how agent fees are to be credited and paid.  
30 The district assumes no responsibility in these matters.  
31  
32

33 Vendor Authorization/Employee Benefits

34  
35 Certain employee benefits are prescribed by collective bargaining agreements, including health  
36 insurance and term life insurance. The district currently administers a cafeteria plan, health  
37 insurance premiums only, under provisions of Section 125 of the IRS codes and may elect to  
38 make other benefit options available to employees from time to time.  
39  
40  
41

42 Policy History:

43 Adopted on: 11/24/1997

44 Reviewed on: 07/09/2012

45 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7325

4  
5 Accounting System Design

6  
7 The District accounting system will be established to present, with full disclosure, the financial  
8 position and results of financial operations of District funds and account groups in conformity  
9 with generally accepted accounting principles. The accounting system must be in compliance  
10 with accounting system requirements established by legislative action. The accounting system  
11 shall be able to demonstrate compliance with finance-related legal and contractual provisions.  
12  
13  
14

15 Policy History:

16 Adopted on: 11/24/1997

17 Reviewed on: 07/09/2012

18 Revised on:



1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7326

4  
5 Documentation and Approval of Claims

6  
7 All financial obligations and disbursements must be documented in compliance with statutory  
8 provisions and audit guidelines. Documentation will specifically describe acquired goods and/or  
9 services, budget appropriations applicable to payment, and required approvals. All purchases,  
10 encumbrances and obligations, and disbursements must be approved by the administrator  
11 designated with authority, responsibility, and control over budget appropriations. The  
12 responsibility for approving these documents cannot be delegated.

13  
14 The District business office is responsible for developing procedures and forms to be used in the  
15 requisition, purchase, and payment of claims.  
16  
17  
18

19 Policy History:

20 Adopted on: 11/24/1997

21 Reviewed on: 07/09/2012

22 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7329

4  
5 Petty Cash Funds

6  
7 The use of petty cash funds shall be authorized for specific purchases only. Those purchases will  
8 include individual purchases of supplies and materials under the amount of \$50.00, postage,  
9 delivery charges, and freight. Individual personal reimbursements which exceed \$100.00 should  
10 not be made from petty cash funds. Petty cash accounts will be maintained as cash on hand, with  
11 the total dollar amount of each petty cash account limited to \$500.00 in the school business  
12 office.

13  
14  
15 The District business office is responsible for establishing procedures for use and management of  
16 petty cash funds.

17  
18  
19  
20 Policy History:

21 Adopted on: 11/24/1997

22 Reviewed on: 07/09/2012

23 Revised on:

4  
5 Payroll Procedures/Schedules

6  
7 The District will establish one (1) or more days in each month as fixed paydays for payment of  
8 wages in accord with the current collective bargaining agreement or District practice. Employees  
9 may choose to have their salaries paid in full upon the last pay date following completion of their  
10 assignments or may annualize their pay. Employees who choose to receive payment of wages  
11 beyond the period in which the wages were earned (deferred payment) will be subject to Internal  
12 Revenue Service (IRS) penalties, unless they provide a written election of such deferral prior to  
13 (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  
14 available. Any change to the election must be made prior to the first (1<sup>st</sup>) duty day of the fiscal  
15 year of the deferment.

16 When a District employee quits, is laid off, or is discharged, wages owed will be paid on the next  
17 regular payday for the pay period in which the employee left employment or within fifteen (15)  
18 days, whichever occurs first.

19  
20  
21  
22 Cross Reference: 5500 Payment of Wages upon Termination

23  
24 Legal Reference: § 409A, Internal Revenue Code, Deferred Compensation

25  
26 Policy History:

27 Adopted on: 07/09/2012

28 Reviewed on:

29 Revised on:

1—The District must choose between the first (1<sup>st</sup>) duty day of the deferral year or July 1 of the deferral year.

4  
5 Advertising in Schools/Revenue Enhancement

6  
7 Revenue enhancement through a variety of District-wide and District-approved marketing  
8 activities, including but not limited to advertising, corporate sponsorship, signage in or on  
9 District facilities, is a Board-approved venture. The Board may approve such opportunities  
10 subject to certain restrictions in keeping with the community standards of good taste.  
11 Advertising will model and promote positive values for District students through proactive  
12 educational messages and not be simply traditional advertising of a product. Preferred  
13 advertising includes messages encouraging student achievement and establishment of high  
14 standards of personal conduct.  
15

16 All sponsorship contracts will allow the District to terminate the contract on at least an annual  
17 basis, if it is determined that it will have an adverse impact on implementation of curriculum or  
18 the educational experience of students.  
19

20 The revenue derived should:

- 21  
22 1. Enhance student achievement;  
23 2. Assist in maintenance of existing District athletic and activity programs; and  
24 3. Provide scholarships for students participating in athletic, academic, and activity  
25 programs, who demonstrate financial need and merit.  
26

27 Appropriate opportunities for marketing activities include but are not limited to:

- 28  
29 1. Fixed signage.  
30 2. Banners.  
31 3. District-level publications.  
32 4. Television and radio broadcasts.  
33 5. Athletic facilities, including stadiums, high school baseball fields, and high school  
34 gymnasiums.  
35 6. District-level projects.  
36 7. Expanded usage of facilities beyond traditional uses (i.e., concerts, rallies, etc.).  
37 8. The interior and exterior of a limited number of District buses, if the advertising is  
38 associated with student art selected by the District. The only advertising information  
39 allowed will note sponsorship of the student art by the participant. Maintenance for these  
40 buses will include but not exceed normal maintenance costs.  
41 9. Individual school publications (when not in conflict with current contracts).  
42

43 Advertising will not be allowed in classrooms, other than corporate-sponsored curriculum  
44 materials approved subject to Board policy.  
45

46 The following restrictions will be in place when seeking revenue enhancement. Revenue  
47

enhancement activities will not:

1. Promote hostility, disorder, or violence;
2. Attack ethnic, racial, or religious groups;
3. Discriminate, demean, harass, or ridicule any person or group of persons on the basis of gender;
4. Be libelous;
5. Inhibit the functioning of the school and/or District;
6. Promote, favor, or oppose the candidacy of any candidate for election, adoption of any bond/budget issues, or any public question submitted at any general, county, municipal, or school election;
7. Be obscene or pornographic, as defined by prevailing community standards throughout the District;
8. Promote the use of drugs, alcohol, tobacco, firearms, or certain products that create community concerns;
9. Promote any religious or political organization;
10. Use any District or school logo without prior approval.

Cross Reference:     2120   Curriculum Development and Assessment  
                             2309   Library Materials  
                             2311   Instructional Materials

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on: 10/22/2018

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7334

4  
5 Annuity Guidelines

6  
7 The Laurel School District #7 & 7-70 will provide to employees up to ten annuity companies to  
8 select from for 403b purposes. Each annuity company that wants to participate in the school  
9 district plan must have three enrollees before being considered for participation. If due to lack of  
10 enrollees a company drops below the minimum and subsequently terminates with the district,  
11 that company would have to satisfy the three enrollee requirement before being reinstated as a  
12 provider for the Laurel School District #7 & 7-70.  
13

14  
15 Policy History:

16 Adopted on:

17 Reviewed on:

18 Revised on: 07/09/2012

4  
5 Personal Reimbursements

6  
7 While it is recommended that all purchases of goods or services be made within established  
8 purchasing procedures, there may be an occasional need for an employee to make a purchase for  
9 the benefit of the District from personal funds. In that event, an employee will be reimbursed for  
10 a personal purchase under the following criteria:

- 11  
12 1. It is clearly demonstrated that the purchase is of benefit to the District;  
13  
14 2. The purchase was made with the prior approval of an authorized administrator;  
15  
16 3. The item purchased was not available from District resources; and  
17  
18 4. The claim for personal reimbursement is properly accounted for and documented with an  
19 invoice or receipt.  
20

21 The District business office is responsible for developing procedures and forms to be used in  
22 processing claims for personal reimbursements.  
23  
24  
25

26 Policy History:

27 Adopted on: 11/24/1997

28 Reviewed on: 07/09/2012

29 Revised on:

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

## 7336

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

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

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

9  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

28  
29  
30  
31  
32  
33  
34  
35  
36  
37

34  
35  
36  
37

35  
36  
37

66  
67

37



1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7400

4  
5 Credit Card Use

6  
7 The Board of Trustees permits the use of District credit cards by certain school officials and Board  
8 members to pay for actual and necessary expenses incurred in the performance of work-related duties for  
9 the District. A list of those individuals that will be issued a District credit card will be maintained in the  
10 business office and reported to the Board each year at its meeting in October. All credit cards will be  
11 preapproved by the Board and will be in the name of the District.

12  
13 Credit cards may only be used for legitimate District business expenditures. The use of credit cards is not  
14 intended to circumvent the District's policy on purchasing.

15  
16 Users must take proper care of District credit cards and take all reasonable precautions against damage,  
17 loss, or theft. Any damage, loss, or theft must immediately be reported to the business office and to the  
18 appropriate financial institution. Failure to take proper care of credit cards or failure to report damage,  
19 loss, or theft may subject the employee to financial liability.

20  
21 Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature, or violate  
22 the intent of this policy may result in credit card revocation and discipline of the employee.

23  
24 Users must submit detailed documentation, including itemized receipts for commodities, services, travel,  
25 and/or other actual and necessary expenses which have been incurred in connection with school-related  
26 business for which the credit card has been used.

27  
28 The Superintendent shall establish regulations governing the issuance and use of credit cards. Each  
29 cardholder shall be apprised of the procedures governing the use of the credit card, and a copy of this  
30 policy and accompanying regulations shall be given to each cardholder.

31  
32 The District Clerk shall monitor the use of each credit card every month and report any serious problems  
33 and/or discrepancies directly to the Superintendent and the Board.

34  
35  
36  
37 Cross Reference:        7320    Purchasing  
38                                7335    Personal Reimbursements  
39                                7336    Travel Allowances and Expenses

40  
41  
42 Legal Reference:        § 2-7-503, MCA            Financial reports and audits of local government entities

43  
44 Policy History:

45 Adopted on:    07/09/2012

46 Reviewed on:

47 Revised on:    09/08/15

4  
5 Procurement Card Use

6  
7 The Board of Trustees permits the use of procurement cards for actual and necessary expenses  
8 incurred in the performance of work-related duties for the District. A list of those individuals  
9 issued a District procurement card will be maintained in the business office and reported to the  
10 Board each year at its meeting in October.

11  
12 Procurement cards may only be used for legitimate District business expenditures. The use of  
13 procurement cards is not intended to circumvent the District's policy on purchasing.

14  
15 Users must take proper care of District credit cards and take all reasonable precautions against  
16 damage, loss, or theft. Any damage, loss, or theft must immediately be reported to the business  
17 office and to the appropriate financial institution. Failure to take proper care of credit cards or  
18 failure to report damage, loss, or theft may subject the employee to financial liability.

19  
20 Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature, or  
21 violate the intent of this policy may result in procurement card revocation and discipline of the  
22 employee.

23  
24 Users must submit detailed documentation, including itemized receipts for commodities,  
25 services, travel, and/or other actual and necessary expenses which have been incurred in  
26 connection with school-related business for which the procurement card has been used.

27  
28 The Superintendent shall establish regulations governing the issuance and use of procurement  
29 cards. Each cardholder shall be apprised of the procedures governing the use of the procurement  
30 card, and a copy of this policy and accompanying regulations shall be given to each cardholder.

31  
32 The District Clerk shall monitor the use of each procurement card every month and report any  
33 serious problems and/or discrepancies directly to the Superintendent and the Board.

34  
35 Cross Reference: 7320 Purchasing  
36 7335 Personal Reimbursement  
37 7336 Travel Allowances and Expenses

38  
39 Legal Reference: §2-7-503, MCA Financial reports and audits of local government  
40 entities

41 Policy History:

42 Adopted on: 07/09/2012  
43 Reviewed on:  
44 Revised on: 09/08/15

**Laurel School District #7 & 7-70**

**FINANCIAL MANAGEMENT**

7410

Fund Accounting System

The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts. The accounts of the District are maintained on the modified accrual basis of accounting. The following funds are maintained by the District:

Governmental Funds:

General Funds

Special Revenue Funds

Capital Projects Funds

Debt Service Funds

Proprietary Funds:

Enterprise Funds

Internal Service Funds

Fiduciary Funds:

Trust and Agency Funds

Account Groups:

General Long-Term Debt Account Group

General Fixed Assets Account Group

A modified accrual basis of governmental accounting shall be utilized in measuring financial position and operating results.

Legal Reference: § 20-9-201, MCA Definitions and application

Policy History:

Adopted on: 11/24/1997

Reviewed on: 07/09/2012

Revised on:

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

## 7425

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

28  
29  
30

1 **Laurel School District**

2  
3 **FINANCIAL MANAGEMENT**

7425F

4  
5 Class Fundraising Notice

6  
7 The class of \_\_\_\_\_ is raising funds for their class operations, projects, and trips. The school district is  
8 sponsoring that effort through coordination of donations and the sale of goods, with the portion of the  
9 sales price above cost being treated as a donation. In order to ensure that your contribution to this effort  
10 is spent as intended and to provide you with information regarding how the funds will be spent, please  
11 know:  
12

- 13 1. The funds raised through donations will be public funds in accordance with Policy 7260 and  
14 Section 20-6-604, MCA. The funds will be deposited in the class's account as part of the School  
15 District's Extra- and Curricular Fund procedure outlined in Policy 7425 and Section 20-9-504,  
16 MCA. Funds will be spent in accordance with the authority of the Board of Trustees.
- 17 2. Class operations and projects that will be funded through these fundraising efforts include  
18 decorating and hosting class events that include but are not limited to the commencement  
19 ceremony, dances and prom, awards ceremonies, and graduation gatherings. Other projects may  
20 include but are not limited to class memorials, school spirit campaigns, parade floats, or support  
21 for class service projects in the community. Excess funds may be donated to another class in the  
22 district to help support events or projects in accordance with this form, School District policy and  
23 Montana law.
- 24 3. Class trips supported through this fundraising effort will include but are not limited to a school  
25 sponsored educationally focused senior trip for the class of \_\_\_\_\_ as approved by the Board of  
26 Trustees in accordance with Policy 2320. The trip is currently planned for  
27 \_\_\_\_\_ *(insert description of the trip if one has been identified, or, if the details*  
28 *have not been mapped out, "a senior trip, the details of which have not yet been finalized and*  
29 *which will depend on the amount of funds raised.")*
- 30 4. There are events, unanticipated at this time, that could render the planned senior trip infeasible,  
31 inadvisable, commercially impracticable, illegal, or impossible. Illustrative examples include but  
32 are not limited to terrorism or threats of terrorism, a pandemic, weather events, other acts of God,  
33 or any other unforeseen event beyond the control of the school district.
- 34 5. If the school board determines that the primary purpose for this fundraising effort meets one or  
35 more of the contingencies in (4) above, the funds donated will used for one or more of the  
36 following purposes authorized in or consistent with (2) above. Funds will not be used for cash  
37 payments or other gifts to students.
- 38 6. By donated funds and/or purchasing goods for the purpose of fundraising, those contributing to  
39 this fundraising effort acknowledge that their contribution will be treated as including the donor's  
40 direction to spend the funds according to the conditions specified in paragraphs 1 through 5  
41 above, with the school board directed to exercise its full discretion regarding these matters in  
42 determining the best use of contributed funds consistent with any of the purposes specified above.  
43  
44

45 Policy History:

46 Adopted on: 11/30/20

47 Reviewed on:

48 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7430

4  
5 Financial Reporting and Audits

6  
7 The Board directs that financial reports of all District funds be prepared in compliance with  
8 statutory provisions and generally accepted accounting and financial reporting standards. In  
9 addition to reports required for local, state, and federal agencies, financial reports will be  
10 prepared monthly and annually and presented to the Board. Financial reports shall reflect  
11 financial activity and status of District funds.

12  
13 Appropriate interim financial statements and reports of financial position, operating results, and  
14 other pertinent information will be prepared to facilitate management and control of financial  
15 operations.

16  
17 The Board directs that District audits be conducted in accordance with Montana law. Each audit  
18 shall be a comprehensive audit of the affairs of the District and District funds. The audits shall  
19 comply with all statutory provisions and generally accepted governmental auditing standards.

20  
21  
22  
23 Legal Reference: §§ 2-7-501, et seq., MCA Audits of Political Subdivisions  
24 § 2-7-503, MCA Financial Reports and Audits of local  
25 government entities  
26 § 20-9-212, MCA Duties of county treasurer  
27 § 20-9-213, MCA Duties of trustees  
28

29 Policy History:

30 Adopted on: 11/24/1997

31 Reviewed on: 07/09/2012

32 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7500

4  
5 Property Records

6  
7 Property and inventory records will be maintained for all land, buildings, and physical property  
8 under District control and will be updated annually.

9  
10 For purposes of this policy, “equipment” means a unit of furniture or furnishings, an instrument,  
11 a machine, an apparatus or a set of articles which retains its shape and appearance with use, is  
12 nonexpendable, and does not lose its identity when incorporated into a more complex unit. The  
13 Superintendent will ensure inventories of equipment are systematically and accurately recorded  
14 and updated annually. Property records of facilities and other fixed assets will be maintained on  
15 an ongoing basis. No equipment will be removed for personal or non-school use except in  
16 accordance with Board policy.

17  
18 Property records will show, appropriate to the item recorded, the:

- 19  
20 1. Description and identification  
21 2. Manufacturer  
22 3. Date of purchase  
23 4. Initial cost  
24 5. Location  
25 6. Serial number, if available  
26 7. Model number, if available  
27

28 Equipment may be identified with a permanent tag providing appropriate District and equipment  
29 identification. The Superintendent will develop inventory procedures and guidelines.  
30  
31  
32

33 Cross Reference: 7510 Capitalization Policy for Fixed Assets  
34

35 Legal Reference: § 20-6-602, MCA Trustees’ power over property  
36 § 20-6-608, MCA Authority and duty of trustees to insure district  
37 property  
38

39 Policy History:

40 Adopted on: 11/24/1997  
41 Reviewed on: 07/09/2012  
42 Revised on: 02/10/14

**Laurel School District #7 & 7-70**

**FINANCIAL MANAGEMENT**

7510

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

Policy History:

Adopted on: 11/24/1997

Reviewed on: 07/09/2012

Revised on: 08/14/2000



1 **Laurel School District**

2  
3 **FINANCIAL MANAGEMENT**

7515  
Page 1 of 3

4  
5  
6 Fund Balances

7  
8 *[Note: The provisions of this policy include the provisions of Statement No. 54 of the*  
9 *Governmental Accounting Standards Board (GASB).]*

10  
11 **I. PURPOSE**

12  
13 The fund balance policy establishes a framework for the management of all excess funds managed by  
14 the Laurel School District. The policy is in accordance with GASB Statement 54; management of  
15 fund balance. It also provides guidance and direction for elected and appointed officials as well as  
16 staff in the use of excess funds at year-end.

17  
18 **II. SCOPE**

19  
20 This fund balance policy applies to all funds in the custody of the School District Business  
21 Manager/Clerk of the Laurel School District, Laurel, Montana. These funds are accounted for in the  
22 District's annual audited financial reports and include, but are not limited to, the following:

- 23
  - General Fund
  - 24 • Special Revenue Funds
  - 25 • Capital Project Funds
  - 26 • Enterprise Funds
  - 27 • Any new funds created by the District, unless specifically exempted by the governing body;
  - 28 in accordance with state law or GASB pronouncements.

29  
30 **III. CLASSIFICATION OF FUND BALANCES**

31  
32 The school district shall classify its fund balances in its various funds in one or more of the following  
33 five classifications: nonspendable, restricted, committed, assigned, and unassigned.

34  
35 **IV. DEFINITIONS**

36  
37 A. *Fund balance*---means the arithmetic difference between the assets and liabilities reported in a  
38 school district fund.

39  
40 B. *Committed fund balance*—amounts constrained to specific purposes by the District itself,  
41 using its highest level of decision-making authority; to be reported as committed, amounts  
42 cannot be used for any other purpose unless the District takes the same highest-level action to  
43 remove or change the constraint

C. *Assigned fund balance*—amounts a school district *intends* to use for a specific purpose; intent can be expressed by the District or by an official to which the Board of Trustees delegates the authority

D. *Nonspendable fund balance*—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)

E. *Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation

F. *Unassigned fund balance*—amounts that are available for any purpose; these amounts are reported only in the general fund.

## **V. MINIMUM FUND BALANCE**

The school district will strive to maintain a minimum unassigned general fund balance of 10 percent of the annual budget.

## **VI. ORDER OF RESOURCE USE**

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

## **VII. COMMITTING FUND BALANCE**

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

## **VIII. ASSIGNING FUND BALANCE**

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent and Business Manager. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

#### **IV. REVIEW**

The school board will conduct, at a minimum, an annual review of the sufficiency of the minimum unassigned general fund balance level.

***Legal References:*** Statement No. 54 of the Governmental Accounting Standards Board

**Policy History:**

Adopted on: June 29, 2011

Reviewed on: June 29, 2011; 07/09/2012; 3/13/2017

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7520

4  
5 Independent Investment Accounts

6  
7 The Board may establish independent investment accounts separate and apart from those funds  
8 maintained by the county treasurer. The Board may transfer cash into an independent investment  
9 account from any budgeted or non-budgeted funds. A separate account shall be established for  
10 each fund from which transfers are made. The principal and any interest earned must be  
11 reallocated to the fund from which the deposit was originally made.

12  
13 The District may either:

- 14  
15 1. Establish and use the account as a non-spending account, returning sufficient funds to the  
16 county treasurer in time to pay all claims against the applicable fund; or  
17  
18 2. Establish a subsidiary checking account and make expenditures from the investment  
19 account, provided all transactions are accounted for and reported, as required by  
20 applicable accounting principles. If the District desires to establish a subsidiary checking  
21 account for purposes of paying for expenditures directly from an investment account, the  
22 District must enter into a written agreement with the county treasurer, in accordance with  
23 § 20-9-235, MCA.

24  
25  
26  
27 Legal Reference: § 20-9-235, MCA Authorization for school district investment account

28  
29 Policy History:

30 Adopted on: 07/09/2012

31 Reviewed on:

32 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **FINANCIAL MANAGEMENT**

7525

4  
5 Lease-Purchase Agreement

6  
7 The trustees of a district can lease property with an option to purchase.

8  
9 Personal property -- the lease cannot be more than seven (7) years.

10  
11 Real property -- the lease cannot be more than fifteen (15) years.

12  
13 The terms of the lease must comply with 20-6-625, MCA. If real property is acquired, the  
14 trustees shall comply with 20-6-603, MCA.

15  
16 The trustees of any district may lease buildings or land suitable for school purposes when it is  
17 within the best interests of the district to lease the buildings or land from the county,  
18 municipality, another district, or any person. The term of the lease may not be for more than  
19 fifteen (15) years unless prior approval of the qualified electors of the district is obtained in the  
20 manner prescribed by law for school elections, in which case the lease may be for a term  
21 approved by the qualified electors, but not exceeding ninety-nine (99) years. Whenever the lease  
22 is for a period of time that is longer than the current school fiscal year, the lease requirements for  
23 the succeeding school fiscal years shall be an obligation of the final budgets for such years.

24  
25  
26 Cross Reference: Policy 7251 Disposal of school district property without  
27 a vote.

28  
29  
30 Legal Reference: § 20-6-603, MCA Trustees' authority to acquire or dispose of  
31 sites and buildings – when election required.  
32 § 20-6-609, MCA Trustees' authority to acquire property by  
33 lease-purchase agreement.  
34 § 20-6-625, MCA Authorization to lease buildings or land for  
35 school purposes.

36  
37 Policy History:

38 Adopted on: 09/08/15

39 Reviewed on:

40 Revised on:



10 Electronic Signatures

11 “Electronic signature” means an electronic sound, symbol, or process attached to or logically  
12 associated with a record and executed or adopted by a person with the intent to sign the record.

13  
14 Electronic signatures or digital signatures can take many forms and can be created using many  
15 different types of technology. For the purpose of this policy an electronic signature means any  
16 electronic identifier intended by the person using it to have the same force and effect as a manual  
17 signature.

18  
19 District Use of Electronic Signatures

20  
21 When not practical or possible to have an approved individual physically sign a document, and not  
22 otherwise prohibited by applicable laws, electronic signatures may satisfy the requirement of a  
23 written signature when transacting business with and/or for the District and/or with  
24 parents/guardians when the authenticity and reliability of such electronic signature(s) meets the  
25 provisions of this policy. In such instances, the electronic signature shall have the full force and  
26 effect of a manual signature.

27  
28 In order to qualify for acceptance of an electronic signature the following additional requirements  
29 are applicable:

- 30
- 31 1. The electronic signature identifies the individual signing the document by his/her  
32 name and title;
  - 33 2. The identity of the individual signing the document with an electronic signature is  
34 capable of being validated through the use of an audit trail;
  - 35 3. The electronic signature, as well as the documents to which it is affixed, cannot be  
36 altered once the electronic signature is affixed. If the document needs to be altered,  
37 a new electronic signature must be obtained; and
  - 38 4. The electronic signature conforms to all other provisions of this policy.
- 39

40 The District shall maintain District electronically signed records in a manner consistent with the  
41 District’s document retention policies yet also capable of accurate and complete reproduction of  
42 the electronic records and signatures in their original form. Such retention should include a process  
43 whereby the District can verify the attribution of a signature to a specific individual, detect changes  
44 or errors in the information contained in the record submitted electronically and protect and prevent  
45 access and/or manipulation or use access/use by an unauthorized person.

46  
47

The District shall maintain a hardcopy of the actual signature of any District employee authorized to provide an electronic signature in connection with school board business.

Abuse of the electronic signature protocols by any District employee serves as grounds for disciplinary action up to and including termination.

#### Parent/Student Use of Electronic Signatures

With regard to documentation received by the District with an electronic signature from a parent/legal guardian, so long as the following provisions are met, the District may receive and accept such electronic signature as an original document:

1. Such communication with signature, of its face, appears to be authentic and unique to the person using such signature;
2. The District is unaware of any specific individualized reason to believe that the signature has been forged;
3. The District is unaware of any specific reason to believe the document has been altered subsequent to the electronic signature; and
4. The signature is capable of verification.

The District's Superintendent or designee may, at his or her discretion, request that an original of the electronic communication, signed manually by hand, be forwarded to the District in a timely manner.

District personnel may periodically audit the authenticity of such signature via a security procedure including such acts as making follow-up inquiry to the individual/entity who has submitted such electronic signature.

Should it be discovered that a student has falsified a parent's electronic signature on an official District document, the student may be subjected to discipline and the Administrators of the District are authorized, at their discretion, to thereafter only accept manual signatures associated with any submitted school document.

Legal Reference:      30-18-102(9), MCA  
                              30-18-106(4), MCA  
  
                              42.8.106, ARM

Definitions  
Legal recognition of electronic records,  
electronic signatures, and electronic  
contracts  
Electronic submission of documents and  
electronic signatures



1     **Laurel School District #7 & 7-70**

2  
3     **FINANCIAL MANAGEMENT**

7550

4  
5     Indirect Cost Reimbursement

6  
7     Occasionally the Laurel School District will receive indirect cost reimbursements from the Office of  
8     Public Instruction. Montana Code Annotated, 20-9-507, provides indirect costs reimbursements be  
9     spent at the discretion of the trustees.

10  
11    The indirect cost reimbursements are normally used for general administrative expenses.

12  
13    Prior to the end of each budget year the Superintendent or Business Manager will present to the  
14    Board of Trustees, at a regular or special meeting, information regarding the amount of indirect cost  
15    reimbursement received along with a recommendation of expenditure for the amount. The Board of  
16    Trustees must approve the indirect costs reimbursement each year.

17  
18  
19  
20    Legal Reference:                 § 20-9-507, MCA                 Miscellaneous programs fund

21  
22    Additional Reference:            Indirect Cost Rates, OPI

23  
24  
25  
26    Policy History:

27    Adopted on:     November 14, 2016

28    Reviewed on:

29    Revised on:

## LAUREL SCHOOL DISTRICT

**R = required**

### 8000 SERIES NONINSTRUCTIONAL OPERATIONS

#### TABLE OF CONTENTS

8000	Goals
8100	Transportation
8105	School Bus Replacement
8110	Bus Routes and Schedules
8111	Transportation of Students With Disabilities
8121	District-Owned Vehicles
8123	Driver Training and Responsibility
8124	Student Conduct on Buses
8125	School Bus Emergencies
8132	Use of Buses
<b>R</b> 8200	Food Services
<b>R</b> 8205	Meal Charge Policy
<b>R</b> 8210	Procurement Policy for School Food Service Purchases
8225	Tobacco Free Policy
8300	Risk Management
8301	District Safety
8320	Property Damage
8400	Sale of Real Property
8410	Operation and Maintenance of District Facilities
8420	District-Wide Asbestos Program
8421	Lead Renovation
<b>R</b> 8425	Service Animals
<b>R</b> 8425P	Service Animals Allowance Procedure
<b>R</b> 8430	Records Management
8440	Computer Software
8450	Automatic External Defibrillators (AED)

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8000

4  
5 Goals

6  
7 In order for students to obtain the maximum benefits from their educational program, a complex  
8 set of support services must be provided by the District. These services are essential to the  
9 success of the District, and the staff that provides them is an integral part of the educational  
10 enterprise. Because resources are always scarce, all assets of District operations, including  
11 noninstructional support services, shall be carefully managed in order to obtain maximum  
12 efficiency and economy. To that end, the goal of the District is to seek new ways of supporting  
13 the instructional program, which shall maximize the resources directly available for students'  
14 learning programs.  
15  
16  
17

18 Policy History:

19 Adopted on: 07/14/1999

20 Reviewed on: 07/09/2012

21 Revised on:

4  
5 Transportation

6  
7 The District may provide transportation to and from school for a student who:

- 8  
9 1. Resides three (3) or more miles, over the shortest practical route, from the nearest  
10 operating public elementary or public high school;  
11  
12 2. Is a student with a disability, whose IEP identifies transportation as a related service; or  
13  
14 3. Has another compelling and legally sufficient reason to receive transportation services.  
15

16 The District may elect to reimburse the parent or guardian of a student for individually  
17 transporting any eligible student.  
18

19 The District may provide transportation by school bus or other vehicle or through individual  
20 transportation such as paying the parent or guardian for individually transporting the student. The  
21 Board may pay board and room reimbursements, provide supervised correspondence study, or  
22 provide supervised home study. The Board may authorize children attending an approved private  
23 school to ride a school bus, provided that space is available and a fee to cover the per-seat cost  
24 for such transportation is collected. The District may transport and charge for an ineligible public  
25 school student, provided the parent or guardian pays a proportionate share of transportation  
26 services. Fees collected for transportation of ineligible students shall be deposited in the  
27 transportation fund. Transportation issues that cannot be resolved by the trustees may be  
28 appealed to the county transportation committee.  
29

30 Homeless students shall be transported in accordance with the McKinney Homeless Assistance  
31 Act and state law.  
32

33 In-Town Busing

34  
35 In-town busing is defined as the busing of students within three (3) miles of their school. In-  
36 town busing is a privilege the District can discontinue at any time. The Superintendent will  
37 establish guidelines under which a student may request in-town busing.  
38

39 Children in Foster Care

40  
41 The building administrator will appoint a Point of Contact (POC) to coordinate activities relating to the  
42 District's provisions of services to children placed in foster care, including transportation services. The  
43 Superintendent, or designee, will inform the Department of Health and Human Services who is the POC  
44 for the District. The District will collaborate with the Department of Health and Human Services when  
45 transportation is required to maintain children placed in foster care in a school of origin outside their  
46 usual attendance area or District when in the best interest of the student. Under the supervision of the  
47 Superintendent/designee, the POC will invite appropriate District officials, the Department of Health and

Human Services POC, and officials from other districts to consider how such transportation is to be arranged and funded in a cost-effective manner.

If there are additional costs to be incurred in providing transportation to maintain a student in the school of origin, the District will provide transportation to such school if:

The Department agrees to reimburse the District for the cost of such transportation;

The District agrees to pay for the cost of such transportation; or

The District and the Department agree to share the cost of such transportation.

### Definitions

“Foster Care” means 24-hour care for children placed away from their parents, guardians, or person exercising custodial control or supervision and for whom the Department has placement care and responsibility.

“School of origin” means the school in which a child is enrolled at the time of placement in foster care.

While “Best Interest” is not defined in ESSA, that determination shall take into account all relevant factors, including consideration of the appropriateness of the current educational setting, and the proximity to the school in which the child is enrolled at the time of foster care placement.

Legal Reference:	§ 20-10-101, MCA	Definitions
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-122, MCA	Discretionary provision of transportation and payment for this transportation
	§ 20-10-123, MCA	Provision of transportation for nonpublic school children
	10.7.101, et seq., ARM	Pupil Transportation
	10.64.101-700, et seq., ARM	Transportation

### Policy History:

Adopted on: 07/14/1999

Reviewed on:

Revised on: 07/09/2012, 5/10/2018

**Laurel School District #7 & 7-70**

**NONINSTRUCTIONAL OPERATIONS**

8105

School Bus Replacement

The Board of Trustees understands the importance of safety when transporting students. The Board also understands that having safe, well maintained, efficient buses in the fleet is important for the safety of the students and driver.

There comes a time when the replacement of a bus is necessary for the safety of all involved. Therefore, the Board of Trustees will use the Bus Depreciation Schedule, as a guide, when determining the time for bus replacements.

Legal Reference:	§ 20-10-101, MCA	Definitions
	§ 20-10-107(1), MCA	Power of trustees
	§ 20-10-110, MCA	School bus purchase – contract – bids
	§ 20-10-147, MCA	Bus depreciation reserve fund

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8110  
page 1 of 3

4  
5 Bus Routes and Schedules

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

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

- 15  
16 1. A school bus route shall be established with due consideration of the sum total of local  
17 conditions affecting the safety, economic soundness, and convenience of its operation,  
18 including road conditions, condition of bridges and culverts, hazardous crossings,  
19 presence of railroad tracks and arterial highways, extreme weather conditions and  
20 variations, length of route, number of families and children to be serviced, availability of  
21 turnaround points, capacity of bus, and related factors.  
22  
23 2. The District may extend a bus route across another transportation service area, if it is  
24 necessary in order to provide transportation to students in the District's own  
25 transportation service area. A district may not transport students from outside its  
26 transportation service area.  
27  
28 3. No school child attending an elementary school shall be required to ride the school bus  
29 under average road conditions more than one (1) hour without consent of the child's  
30 parent or guardian.  
31  
32 4. School bus drivers are encouraged to make recommendations in regard to establishing or  
33 changing routes.  
34  
35 5. Parents should be referred to the Superintendent for any request of change in routes,  
36 stops, or schedules.  
37

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

41  
42 Bus Stops

43  
44 Buses should stop only at designated places approved by school authorities. Exceptions should  
45 be made only in cases of emergency and inclement weather conditions.  
46

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

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

#### Delay in Schedule

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

#### Responsibilities - Students

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

#### Responsibilities - Parents

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

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

#### Safety

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

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



The bus driver is responsible for the use of the warning and stop signaling systems and the consequent protection of his/her passengers. Failure to use the system constitutes negligence on the part of the driver.

Inclement Weather

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

**NOTE:** To receive full state/county reimbursement, budgets must have enough funds to cover the costs of any changes to the route.

**NOTE:** The county transportation committee has authority to establish transportation service areas, should circumstances and/or geography (demographics) warrant.

Legal Reference:	§ 20-10-106, MCA	Determination of mileage distances
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-132, MCA	Duties of county transportation committee

Policy History:

Adopted on: 07/14/1999

Reviewed on: 07/09/2012

Revised on:

4  
5 Transportation of Students With Disabilities

6  
7 Transportation shall be provided as a related service, when a student with a disability requires  
8 special transportation in order to benefit from special education or to have access to an  
9 appropriate education placement. Transportation is defined as:

- 10  
11 (a) Travel to and from school and between schools;  
12  
13 (b) Travel in and around school buildings or to those activities that are a regular part of the  
14 student's instructional program;  
15  
16 (c) Specialized equipment (such as special or adapted buses, lifts, and ramps) if required to  
17 provide special transportation for a student with disabilities.  
18

19 The Evaluation Team that develops the disabled student's Individualized Education Program will  
20 determine, on an individual basis, when a student with a disability requires this related service.  
21 Such recommendations must be specified on the student's IEP. Only those children with  
22 disabilities who qualify for transportation as a related service under the provisions of the IDEA  
23 shall be entitled to special transportation. All other children with disabilities in the District have  
24 access to the District's regular transportation system under policies and procedures applicable to  
25 all District students. Utilizing the District's regular transportation service shall be viewed as a  
26 "least restrictive environment."  
27

28 Mode of Transportation

29  
30 One of the District's education buses will be the preferred mode of transportation. Exceptions  
31 may be made in situations where buses are prohibited from entering certain subdivisions due to  
32 inadequate turning space, or when distance from school may seriously impact bus scheduling. In  
33 such situations other arrangements, such as an individual transportation contract, may be  
34 arranged with parents. Such voluntary agreement will stipulate in writing the terms of  
35 reimbursement.  
36  
37

38 Cross Reference: 3300P Corrective Actions and Punishment

39  
40 Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with  
41 Disabilities  
42

43 Policy History:

44 Adopted on:

45 Reviewed on: 07/09/2012

46 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8121

4 District-Owned Vehicles

5  
6 The school district owns and maintains certain vehicles, other than buses. These are for use by properly  
7 authorized personnel of the district for school district business purposes. The following regulations shall  
8 apply to the use of these vehicles:

- 9 1. Requests for use of the vehicles are to be made directly to the transportation  
10 Director or designee, either in person or by telephone.
- 11 2. The driver of any district-owned vehicle or school bus must hold the appropriate  
12 licensing.
- 13 3. Upon return from a trip, all district vehicles must be returned to the appropriate  
14 parking area.
- 15 4. No animals are allowed in district vehicles unless directly involved with school  
16 district business. The employee to whom the vehicle is issued is responsible for  
17 the general care and upkeep of the vehicle which is in his/her use.
- 18 5. A school district credit card may be furnished for the purpose of gas and oil. The  
19 employee to whom the vehicle is issued will sign the receipt for gasoline, oil and  
20 minor maintenance services at the time of purchase. All maintenance work must  
21 be prior approved by a district official.
- 22 6. In the event of an accident, the transportation director shall be notified  
23 immediately and a detailed report given. Upon return, a written report must be  
24 supplied by the driver for insurance and legal purposes. State law requires that all  
25 automobile accidents be reported to the proper local authorities. In most cases, a  
26 report is required for the state highway patrol.
- 27 7. An employee of the school district who uses or is authorized the use of any  
28 district-owned vehicle for other than official purposes, shall be subject to  
29 disciplinary action which may include suspension or dismissal.
- 30 8. Any driver who receives a citation for a driving violation shall personally pay all  
31 fines levied. All citations received while operating a district vehicle shall be  
32 reported to the transportation director. Failure to report any violation may result in  
33 disciplinary action.
- 34 9. Any employee is prohibited from operating a cellular phone, including hands  
35 free cellular phone devices, while operating a district vehicle except:  
36 (1) During an emergency situation;  
37 (2) To call for assistance if there is a mechanical breakdown or other mechanical  
38 problem;  
39 (3) When the vehicle is parked.

40  
41 Bus and Vehicle Maintenance, District

42 Buses used in the District's transportation program shall be in safe and legal operating condition. All  
43 buses shall be inspected by the Department of Justice, Montana Highway Patrol, before the beginning of  
44 each semester. The Superintendent will establish a specific list of tasks bus drivers will perform on a  
45 daily basis. All other District vehicles shall be maintained following established programs developed by  
46 the Superintendent.

47  
48 Policy History:

49 Adopted on: 07/14/1999

50 Reviewed on:

51 Revised on: 07/09/2012

**Laurel School District #7 & 7-70**

**NONINSTRUCTIONAL OPERATIONS**

8123

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.

Maximum Driving Time

The district recognizes from a risk management and student safety standard the importance of driver safety while transporting students. Therefore, the district will:

1. Meet the federal standard on maximum driving time for drivers

Cross Reference: 2018 Montana School Bus Standards, Page 138, Bus use for School Activity Trips

Legal Reference: § 20-10-103, MCA School bus driver qualifications  
10.7.111, ARM Bus Drivers Certification Requirement for Reimbursement  
10.64.201, ARM School Bus Driver Qualifications  
National Highway Traffic Safety Administration

8123

Page 2 of 2

1  
2  
3  
4  
5  
6  
7

CFR 49, Part 395      Transportation - Hours of Service for Drivers

Policy History:

Adopted on: 07/14/1999

Reviewed on:

Revised on: 07/09/2012, 11/14/16, 01/14/19

**Laurel School District #7 & 7-70**

**NONINSTRUCTIONAL OPERATIONS**

8124

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 reviewed annually with the students. A copy of the rules will be posted in each bus, on the District website 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, Transportation Director, 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

Policy History:

Adopted on: 07/14/1999

Reviewed on:

Revised on: 07/09/2012, 10/22/2018

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8125

4  
5 School Bus Emergencies

6  
7 In the event of an accident or other emergency, the bus driver shall follow the emergency  
8 procedures developed by the Superintendent. A copy of the emergency procedures will be  
9 located in every bus. To ensure the success of such emergency procedures, every bus driver will  
10 conduct two emergency evacuation drills. The first drill must be completed the first full week of  
11 school while the second drill must be completed as early as possible within the first six (6) weeks  
12 of the second semester. The District will conduct such other drills and procedures as may be  
13 necessary.  
14  
15  
16

17 Policy History:

18 Adopted on: 07/14/1999

19 Reviewed on:

20 Revised on: 07/09/2012

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8132

4  
5 Use of Buses

6  
7 The use of school buses will be limited to school related activities. Buses may not be loaned or leased to  
8 non-school groups unless permission is specifically granted by the Superintendent. All buses will be  
9 operated by a qualified bus driver employed or contracted by the District and only authorized activity  
10 participants, assigned professional staff and assigned chaperones may ride the buses. The superintendent  
11 or his/her designee is responsible for developing procedures and guidelines for the use of buses on district  
12 activity trips.  
13  
14  
15

16 Policy History:

17 Adopted on: 03/22/1999

18 Reviewed on:

19 Revised on: 02/18/2002, 07/09/2012



**Laurel School District #7 & 7-70**

**R**

**NONINSTRUCTIONAL OPERATIONS**

8200

Food Services

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

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

Commodities

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

Free and Reduced-Price Food Services

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

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

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

Legal Reference:	§ 20-10-204, MCA	Duties of trustees
	§ 20-10-205, MCA	Allocation of federal funds to school food services fund for federally connected, indigent pupils
	§ 20-10-207, MCA	School food services fund

Policy History:

Adopted on: 07/14/1997

Reviewed on: 07/09/2012

Revised on:

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8205

page 1 of 2

4  
5 Meal Charge Policy

6  
7 Note: For the purpose of this policy, parent includes guardian, caretaker relative, and any adult  
8 responsible for the care of the child.

9  
10 The goal of the Laurel School District is to provide students with healthy meals each day.  
11 However, unpaid charges place a financial burden on our Food Services Department. The  
12 purpose of this policy is to insure compliance with federal reporting requirements for the USDA  
13 Child Nutrition Program, and to provide oversight and accountability for the collection of  
14 outstanding student meal balances.

15  
16 The intent of this policy is to establish uniform meal account procedures throughout the Laurel  
17 School District. The provisions of this policy pertain to regular priced school breakfast and lunch  
18 meals only. While the USDA Child Nutrition Program does not require that a student who pays  
19 for regular priced meals be served a meal without payment, the Laurel Public Schools provides  
20 this policy as a courtesy to those students in the event that they forget or lose their lunch money,  
21 or have an unpaid balance in their lunch account.

22  
23 Parents are responsible for meal payment to the food service program. Notices of low or deficit  
24 balances will be sent to parents at regular intervals during the school year. Lunch account  
25 monitoring is the responsibility of the parent and child.

26  
27 Elementary Students: K-8

28  
29 After an account has a negative balance of \$25.00, a phone call will be made to the parent to  
30 inform them that they are responsible for providing their child with a meal. No further meals will  
31 be served to the child until there is a positive balance in the meal account. The food service  
32 personnel and principal will monitor the student at meal periods to ensure the student is receiving  
33 a breakfast/lunch provided by the parent.

34  
35 Elementary student(s) are required to have a separate lunch account from high school siblings.

36  
37  
38 If a student is without meal money on a consistent basis, the administration will investigate the  
39 situation more closely and take further action as needed. If financial hardship exists, parents and  
40 families are encouraged to apply for free or reduced price lunches for their child.

High School Students: 9-12

Students in grades 9- 12 will not be allowed to charge meals. The food service personnel and principal will monitor the student at meal periods to ensure the student is receiving a breakfast/lunch provided by the parent.

High school student(s) are required to have a separate lunch account from elementary siblings.

If a student is without meal money on a consistent basis, the administration will investigate the situation more closely and take further action as needed. If financial hardship exists, parents and families are encouraged to apply for free or reduced price lunches for their child.

All school cafeterias possess computerized point of sale/cash register systems that maintain records of all monies deposited and spent for each student. Parents can monitor these records by setting up an account in the Infinite Campus Parent Portal. This can be found on the district website at [www.laurel.k12.mt.us](http://www.laurel.k12.mt.us). The building secretary can also assist with setting up an account or answering questions on the account.

Parents can pay for meals in advance through the Infinite Campus Parent Portal or with a check payable to Laurel School District. Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student will be carried over to the next school year.

Parents can request a refund of any money remaining in the account of withdrawn or graduating students. The request for refund must be in writing. An e-mail request is also acceptable. Students who are graduating at the end of the year will be given the option to transfer to a sibling's account with a written request.

Unclaimed Funds must be requested within one school year. Unclaimed funds will then become the property of the Laurel School District Food Service Program.

Balances Owed will be sent to collections per Federal guidelines.

Adult Meals: Adults are not allowed to charge meals or A la Carte purchases, as per USDA policy regarding school food service use of Federal NSLP funds.

Adopted On: April 24, 2017

Reviewed On:

Revised On: 5/10/2018

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8210

Page 1 of 2

4  
5 Procurement Policy for School Food Purchases

6  
7 The Laurel School District will adhere to the following requirements for any procurement related to  
8 food service:  
9

10 **Purchases:**

- 11 • Purchases greater than \$80,000:
- 12 ○ If the aggregate amount exceeds eighty thousand dollars (\$80,000), the contract must be
  - 13 awarded through a formal bid process and a call for bids or request for proposals shall be
  - 14 published according to 20-9-204, MCA. No contract shall be divided for the purpose of
  - 15 avoiding the formal procurement process.
  - 16 ○ The District may enter into a cooperative purchasing contract for procurement of supplies
  - 17 with one or more districts or a Cooperative Services Program. This allows the District to
  - 18 participate in a cooperative purchasing group to purchases supplies through the group
  - 19 without bidding if the cooperative purchasing group has a publicly available master list of
  - 20 items available with pricing included and provides an opportunity at least twice yearly for
  - 21 any vendor, including a Montana vendor, to compete, based on a lowest responsible
  - 22 bidder standard.
- 23
- 24 • Purchases less than \$80,000:
- 25 ○ Any purchase less than eighty thousand (\$80,000) will be handled in a fair and equitable
  - 26 manner consistent with district policy on purchasing.
  - 27
  - 28 ○ The District may enter into a cooperative purchasing contract for procurement of supplies
  - 29 with one or more districts or a Cooperative Services Program. This allows the District to
  - 30 participate in a cooperative purchasing group to purchases supplies through the group
  - 31 without bidding if the cooperative purchasing group has a publicly available master list of
  - 32 items available with pricing included and provides an opportunity at least twice yearly for
  - 33 any vendor, including a Montana vendor, to compete, based on a lowest responsible
  - 34 bidder standard.
- 35

36 **Standards of Conduct for District Employees:**

- 37 • The Laurel School District maintains the following code of conduct for any employees engaged
- 38 in award and administration of contracts supported by Federal Funds:
- 39
- 40 • No District employee will engage in any procurement when there is a conflict of interest, real or
  - 41 perceived, and District employees cannot solicit or accept any gratuities, favors or anything of
  - 42 monetary value from prospective vendors. This shall not preclude district personnel from serving
  - 43 on boards or participating in organizations that support the district's need to obtain quality
  - 44 services and supplies.
- 45
- 46 • No District employee shall participate in the selection, award or administration of a contract when
  - 47 any of the following persons have a financial interest in the firm selected for award:
- 48
- 49

- 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.

Adopted On: March 27, 2017

Reviewed On:

Revised On:



**Laurel School District #7 & 7-70**

**NONINSTRUCTIONAL OPERATIONS**

8300

**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

**Policy History:**

Adopted on: 07/14/1999

Reviewed on:

Revised on: 07/09/2012

NONINSTRUCTIONAL OPERATIONS

8301

District Safety

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

The Board recognizes that safety and health standards should be incorporated into all aspects of the operation of the District. Rules for safety and prevention of accidents will be posted in compliance with the Montana Safety Culture Act and the Montana Safety Act. Injuries and accidents will be reported to the District office.

The board of trustees has identified the following local hazards that exists within the boundaries of its school district:

[Fire, Earthquake, Avalanche, High Winds, Tornadoes, Intruders, Firearms, etc.]

The [Superintendent] [building principal] shall design and incorporate drills in its school safety or emergency operations plan to address the above stated hazards. The trustees shall certify to the office of public instruction that a school safety or emergency operations plan has been adopted. This plan and procedures will be discussed and distributed to school employees at the beginning of each school year. There will be at least eight (8) disaster drills a year in a school. All school employees will discuss safety drill procedures with their class at the beginning of each year and will have them posted in a conspicuous place next to the exit door. Drills must be held at different hours of the day or evening to avoid distinction between drills and actual disasters. A record will be kept of all fire drills.

The trustees shall review the school safety or emergency operations plan periodically and update the plan as determined necessary by the trustees based on changing circumstances pertaining to school safety. Once the trustees have made the certification to the office of public instruction, the trustees may transfer funds pursuant to Section 2, 20-1-401, MCA to make improvements to school safety and security.

The Superintendent will develop safety and health standards which comply with the Montana Safety Culture Act.

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

Policy History:

Adopted on:

Reviewed on: 07/09/2012

Revised on: 09/08/15



1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8320

4  
5 Property Damage

6  
7 The District will maintain a comprehensive insurance program which will provide adequate  
8 coverage, as determined by the Board, in the event of loss or damage to school buildings and/or  
9 equipment, including motor vehicles. The comprehensive insurance program will maximize the  
10 District's protection and coverage while minimizing costs for insurance. This program may  
11 include alternatives for sharing the risk between the District and an insurance carrier and through  
12 self-insurance plans.

13  
14 Privately Owned Property

15  
16 The District will not assume responsibility for maintenance, repair, or replacement of any  
17 privately owned property brought to a school or to a District function, unless the use or presence  
18 of such property has been specifically requested in writing by the administration.  
19  
20  
21

22 Legal Reference:      § 20-6-608, MCA      Authority and duty of trustees to insure district  
23 property  
24

25 Policy History:

26 Adopted on: 07/14/1999

27 Reviewed on:

28 Revised on: 07/09/2012

**Laurel School District #7 & 7-70**

**NONINSTRUCTIONAL OPERATIONS**

8400

Sale of Real Property

Unless the property can be disposed of without a vote, the Board has the power to dispose of all District property, only when the qualified electors of the District approve of such action at an election called for such approval or when the trustees adopt a resolution stating their intention to dispose of the property. When the trustees adopt such a resolution, they shall schedule a meeting to consider a resolution to authorize the sale of the real property. The conduct of the meeting and any such subsequent appeals shall be in accord with § 20-6-604, MCA.

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

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8410

4  
5 Operation and Maintenance of District Facilities

6  
7 The District seeks to maintain and operate facilities in a safe and healthful condition. The  
8 facilities director, in cooperation with principals, fire chief, and county sanitarian, will  
9 periodically inspect plant and facilities. The facilities director will develop a program to  
10 maintain the District physical plant by way of a continuous program of repair, maintenance, and  
11 reconditioning. Budget recommendations will be made each year to meet these needs and any  
12 such needs arising from an emergency.

13  
14 The facilities director will formulate and implement energy conservation measures. Principals  
15 and staff are encouraged to exercise other cost-saving procedures in order to conserve District  
16 resources in their buildings.

17  
18  
19  
20 Legal Reference: 10.55.908, ARM School Facilities

21  
22 Policy History:

23 Adopted on: 07/09/2012

24 Reviewed on:

25 Revised on:

1   **Laurel School District #7 & 7-70**

2  
3   **NONINSTRUCTIONAL OPERATIONS**

8420

4  
5   District-Wide Asbestos Program

6  
7   It is the intent of the District that the Asbestos Hazard Emergency Response Act (AHERA) and  
8   all of its amendments and changes be complied with by all District employees, vendors, and  
9   contractors.

10  
11  
12  
13   Legal Reference:       15 USC § 2641       Congressional findings and purpose

14  
15   Policy History:

16   Adopted on:

17   Reviewed on: 07/09/2012

18   Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8421

Page 1 of 2

4  
5 Lead Renovation

6  
7 In accordance with the requirements of the Environmental Protection Agency (EPA), the Laurel  
8 School District has this Lead Renovation Policy that is designed to recognize, control and  
9 mitigate lead hazards at all District owned facilities and grounds.

10  
11 The Lead-based paint renovation, repair and painting program (RRP) is a federal regulatory  
12 program affecting contractors, property managers, and others who disturb painted surfaces. It  
13 applies to child-occupied facilities such as schools and day-care centers built prior to 1978.

14  
15 “*Renovation*” is broadly defined as any activity that disturbs painted surfaces and includes most  
16 repair, remodeling, and maintenance activities, including window replacement.

17  
18 The District has implemented this policy to identify, inspect, control, maintain and improve the  
19 handling of lead related issues across the district facilities and grounds. In an effort to reduce  
20 potential hazards, the District through training has put together maintenance programs that will  
21 not only better protect the environment, but the students and employees of the District as well.

22  
23 The District’s Lead Renovation Policy shall apply too not only employees of the maintenance  
24 department but to outside contractors as well. No outside painting contractor will be permitted to  
25 work for the District after April 22, 2010 unless they can show proof of training relative to lead  
26 renovation or maintenance from an accredited training institution.

27  
28 Information Distribution Requirements

29  
30 No more than 60 days before beginning renovation activities in any school facility of the District,  
31 the company performing the renovation must:

- 32 1. Provide the Superintendent with EPA pamphlet titled *Renovate Right: Important Lead*  
33 *Hazard Information for Families, Child Care Providers and Schools*.  
34 2. Obtain, from the District, a written acknowledgement that the District has received the  
35 pamphlet.  
36 3. Provide the parents and guardians of children using the facility with the pamphlet and  
37 information describing the general nature and locations of the renovation and the  
38 anticipated completion date by complying with one of the following:  
39 (i) Mail or hand-deliver the pamphlet and the renovation information to each parent or guardian of  
40 a child using the child-occupied facility.  
41 (ii) While the renovation is ongoing, post informational signs describing the general nature and  
42 locations of the renovation and the anticipated completion date. These signs must be posted in  
43 areas where they can be seen by the parents or guardians of the children frequenting the child-  
44 occupied facility. The signs must be accompanied by a posted copy of the pamphlet or information  
45 on how interested parents or guardians can review a copy of the pamphlet or obtain a copy from  
46 the renovation firm at no cost to the parents or guardians.  
47 4. The renovation company must prepare, sign, and date a statement describing the steps  
48

performed to notify all parents and guardians of the intended renovation activities and to provide the pamphlet.

Recordkeeping Requirements \*

All documents must be retained for three (3) years following the completion of a renovation.

- Records that must be retained include:
- Reports certifying that lead-based paint is not present.
- Records relating to the distribution of the lead pamphlet.
- Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program.

*\*Note: The MTSBA recommends that districts follow the same record retention schedule as they do for Asbestos abatement (forever).*

Legal Reference:	40 CFR Part 745, Subpart E	Lead-based paint poisoning in certain residential structures
	15 U.S.C. 2682 and 2886	Toxic Substances Control Act, Sections 402 and 406

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on:

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8425

4  
5 Service Animals

6 For the purposes of this policy, state law defines a service animal as a dog or any other animal that is  
7 individually trained to do work or perform tasks for the benefit of an individual with a disability. Federal  
8 law definition of a disability includes a physical, sensory, psychiatric, intellectual, or other mental  
9 disability.

10  
11 The District shall permit the use of a miniature horse by an individual with a disability, according to the  
12 assessments factors as outlined in Policy 8425P, if the miniature horse has been individually trained to do  
13 work or perform tasks for the benefit of the individual with a disability.

14  
15 The School District will permit the use of service animals by an individual with a disability according to  
16 state and federal regulations. The School District will honor requests for service animals in accordance  
17 with the applicable Section 504 or Special Education policy adopted by the Board of Trustees. The work  
18 or tasks performed by a service animal must be directly related to the handler's disability.

19  
20 Examples of work or tasks performed by the service animal to accommodate an identified disability  
21 include, but are not limited to, assisting individuals who are blind or have low vision with navigation and  
22 other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds,  
23 providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a  
24 seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the  
25 telephone, providing physical support and assistance with balance and stability to individuals with  
26 mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or  
27 interrupting impulsive or destructive behaviors.

28  
29 The crime deterrent effects of an animal's presence and the provision of emotional support, well-being,  
30 comfort, or companionship do not constitute work or tasks for the purposes of this definition.

31  
32 The District may ask an individual with a disability to remove a service animal from the premises if:

- 33     • The animal is out of control and the animal's handler does not take effective action to control it;  
34         or  
35     • The animal is not housebroken

36  
37 The District is not responsible for the care or supervision of the service animal. Individuals with  
38 disabilities shall be permitted to be accompanied by their service animals in all areas of the District's  
39 facilities where members of the public, participants in services, programs or activities, or invitees, as  
40 relevant, are allowed to go.

41  
42 Cross Reference:     Policy 8425P                     Procedure for allowance of service animals  
43                         Policy 2161                     Special Education  
44                         Policy 2162                     Section 504 of the Rehabilitation Act of 1973  
45 Legal Reference:     28 CFR 35.136                 Service Animals  
46                         28 CFR 35.104                 Definitions  
47                         49-4-203(2), MCA             Definitions

48  
49 Adopted on:     07/09/2012

50 Reviewed on:

51 Revised on: 06/24/19

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8425P

4  
5 Service Animal Allowance Procedure

6  
7 The School District will honor requests for service animals by students or staff in accordance  
8 with the applicable Section 504 or Special Education policy adopted by the Board of Trustees.

9 The following procedures have been developed which will help guide the administration when a  
10 request for the use of a service animal has been presented by an individual with a disability.

11  
12 Inquiries: The administration shall not ask about the nature or extent of a person's disability, but  
13 may make two inquiries to determine whether an animal qualifies as a service animal. The  
14 administration may ask if the animal is required because of a disability and what work or task the  
15 animal has been trained to perform. The administration shall not require documentation, such as  
16 proof that the animal has been certified, trained, or licensed as a service animal. Generally, the  
17 administration may not make these inquiries about a service animal when it is readily apparent  
18 that an animal is trained to do work or perform tasks for an individual with a disability ( e.g., the  
19 dog is observed guiding an individual who is blind or has low vision, pulling a person's  
20 wheelchair, or providing assistance with stability or balance to an individual with an observable  
21 mobility disability).

22  
23 Exclusions: The administration may ask the individual to remove the service animal from the  
24 premises if the animal is out of control and the handler does not take effective action to control  
25 it, or if the animal is not housebroken. If the administration properly excludes the service  
26 animal, it shall give the individual the opportunity to participate in the service, program, or  
27 activity without having the service animal on the premises.

28  
29 Surcharges: The administration shall not ask or require the individual to pay a surcharge, even if  
30 people who are accompanied by pets are required to pay fees, or to comply with other  
31 requirements generally not applicable to people without pets. If the District normally charges  
32 individuals for the damage they cause, the individual may be charged for damage caused by his  
33 or her service animal.

34  
35 Miniature horses assessment factors: In determining whether reasonable modifications can be  
36 made to allow a miniature horse into a specific facility, the District shall consider:

- 37  
38
  - 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

40 safety requirements that are necessary for safe operation.

41  
42  
43 Policy History:

44 Promulgated on: 07/09/2012

45 Reviewed on:

46 Revised on: 06/24/19



2  
3 **NONINSTRUCTIONAL OPERATIONS**

8430

page 1 of 2

4  
5 Records Management

6  
7 The District will retain, in a manner consistent with applicable law and the state's *Rules for*  
8 *Disposition of Local Government Records*, such records as are required by law or regulations to  
9 be created and/or maintained, and such other records as are related to students, school personnel,  
10 and the operations of the schools.

11  
12 For the purpose of this policy, "records" are all documentary materials, regardless of media or  
13 characteristics, made or received and maintained by the school unit in transaction of its business.  
14 Records include email and other digital communications sent and received.

15  
16 Records may be created, received, and stored in multiple formats, including but not limited to  
17 print, microfiche, audio and videotapes, and various digital forms (on hard drives, computer  
18 disks and CDs, servers, flash drives, etc.).

19  
20 The Superintendent will be responsible for developing and implementing a records management  
21 program for the cataloging, maintenance, storage, retrieval, and disposition of school records.  
22 The Superintendent will also be responsible for developing guidelines to assist school employees  
23 in understanding the kinds of information that must be saved and those which can be disposed of  
24 or deleted. The Superintendent may delegate records-management responsibilities to other  
25 school personnel at his/her discretion to facilitate implementation of this policy.

26  
27 All personnel records made or kept by an employer, including, but not necessarily limited to,  
28 application forms and other records related to hiring, promotion, demotion, transfer, layoff or  
29 termination, rates of pay or other terms of compensation and selection for training or  
30 apprenticeship, shall be preserved for 2 years from the date the record is made or from the date  
31 of the personnel action involved, whichever occurs later.

32  
33 Student records must be permanently kept, and employment records must be kept for 10 years  
34 after termination.

35  
36 Litigation Holds for Electronic Stored Information (ESI)

37  
38 The School District will have an ESI Team. The ESI Team is a designated group of individuals  
39 who implement and monitor litigation holds, a directive not to destroy ESI that might be relevant  
40 to a pending or imminent legal proceeding. The ESI Team will include a designated school  
41 administrator, an attorney, and a member from the Technology Department. In the case of a  
42 litigation hold, the ESI Team shall direct employees and the Technology Department, as  
43 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.

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)	
	§ 2-6-403, MCA	Duties and responsibilities
	§ 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

Policy History:

Adopted on: 07/14/1999

Reviewed on:

Revised on: 07/09/2012

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8440

4  
5 Computer Software

6  
7 Unauthorized copying of any computer software licensed or protected by copyright is theft.  
8 Failure to observe software copyrights and/or license agreements may result in disciplinary  
9 action by the District and/or legal action by a copyright owner.

10  
11 No District-owned computing resources should be used for unauthorized commercial purposes.  
12  
13

14  
15 Policy History:

16 Adopted on: 07/09/2012

17 Reviewed on:

18 Revised on:

1 **Laurel School District #7 & 7-70**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8450  
page 1 of 2

4  
5 Automated External Defibrillators (AED)

6  
7 The Board of Trustees of the Laurel School District recognizes that from time to time  
8 emergencies may arise that justify the use of an Automated External Defibrillator (AED). The  
9 Board has purchased one or more of these units for use by qualified personnel. The Board of  
10 Trustees approves the use of AED units, subject to the following conditions:  
11

- 12 1. Establish a program for the use of an AED that includes a written plan that must specify:
- 13 • Where the AED will be placed;
  - 14 • The individuals who are authorized to operate the AED;
  - 15 • How AED use will be coordinated with an emergency medical service providing  
16 services in the area where the AED is located;
  - 17 • The medical supervision that will be provided;
  - 18 • The maintenance that will be performed on the AED;
  - 19 • Records that will be kept by the program;
  - 20 • Reports that will be made of AED use;
  - 21 • The name, location, and telephone number of a Medical Supervisor designated to  
22 provide medical supervision of the AED program; and
  - 23 • Other matters as specified by the Department of Public Health and Human  
24 Services;
- 25 2. Adhere to the written plan required by subsection (1);
- 26 3. Ensure that before using the AED, an individual authorized to operate the AED receives  
27 appropriate training approved by the DPHHS in cardiopulmonary resuscitation and the  
28 proper use of an AED;
- 29 4. Maintain, test, and operate the AED according to the manufacturer's guidelines and  
30 maintain written records of all maintenance and testing performed on the AED;
- 31 5. Each time an AED is used for an individual in cardiac arrest, require that an emergency  
32 medical service is summoned to provide assistance as soon as possible and that the AED  
33 use is reported to the supervising physician or the person designated by the physician and  
34 to the District as required by the written plan;
- 35 6. Before allowing any use of an AED, provide the following to all licensed emergency  
36 services and any public safety answering point or emergency dispatch center providing  
37 services to the area where the AED is located:
- 38 a. A copy of the plan prepared pursuant to this section; and
  - 39 b. Written notice, in a format prescribed by the DPHHS rules, stating:
    - 40 i. That an AED program has been established by the District;
    - 41 ii. Where the AED is located; and
    - 42 iii. How the use of the AED is to be coordinated with the local  
43 emergency medical service system.
- 44  
45  
46

Liability Limitations

An individual who provides emergency care or treatment by using an AED in compliance with this policy and an individual providing cardiopulmonary resuscitation to an individual upon whom an AED is or may be used are immune from civil liability for a personal injury that results from that care or treatment.

An individual who provides emergency care or treatment by using an AED in compliance with this policy and an individual providing cardiopulmonary resuscitation to an individual upon whom an AED is or may be used are immune from civil liability as a result of any act or failure to act in providing or arranging further medical treatment for the individual upon whom the AED was used, unless the individual using the AED or the person providing CPR, as applicable, acts with gross negligence or with willful or wanton disregard for the care of the person upon whom the AED is or may be used.

The following individuals or entities are immune from civil liability for any personal injury that results from an act or omission that does not amount to willful or wanton misconduct or gross negligence, if applicable provisions of this part have been met by the individual or entity:

- a. A person providing medical oversight of the AED program, as designated in the plan;
- b. The entity responsible for the AED program, as designated in the plan;
- c. An individual providing training to others on the use of an AED.

Legal Reference:	Title 37, Chapter 104, subchapter 6, ARM – Automated External Defibrillators (AED)
	§50-6-501, MCA Definitions
	§50-6-502, MCA AED program – requirements for AED use
	§50-6-503, MCA Rulemaking
	§50-6-505, MCA Liability limitations

Policy History:

Adopted on: 07/09/2012

Reviewed on:

Revised on: