

TRINITY ELEMENTARY SCHOOL DISTRICT

POLICY MANUAL

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Note: Temporary Emergency Policies begin at Policy 1900.

TRINITY ELEMENTARY

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OP = OPTIONAL

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TRINITY ELEMENTARY

R = required

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1 **Trinity Elementary**

2
3 **THE BOARD OF TRUSTEES**

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5 Legal Status and Operation

6
7 The legal name of this District is Trinity Elementary School District 4, Lewis and Clark County,
8 State of Montana. The District is classified as a class 3 district and is operated according to the laws
9 and administrative rules pertaining to a class 2 district.

10
11 The Board of Trustees of Trinity Elementary School District 4 is the governmental entity established by
12 the state of Montana to plan and direct all aspects of the District's operations, to the end that
13 students shall have ample opportunity to achieve their individual and collective learning
14 potentials.

15
16 Policies of the Board define its organization and the manner of conducting its official business.
17 The operating policies of the Board are those that it adopts from time to time to facilitate the
18 performance of its responsibilities.

19
20 To achieve its primary goal of providing each child with the necessary skills and attitudes to
21 become an effective citizen, the Board shall exercise the full authority granted to it by the laws of
22 the state. Its legal powers, duties, and responsibilities are derived from the Montana Constitution
23 and state statutes and regulations. *School Laws of Montana* and the administrative rules of the
24 Board of Public Education and the Office of Superintendent of Public Instruction delineate the
25 legal powers, duties, and responsibilities of the Board.

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28 Legal Reference: § 20-3-323, MCA District policy and record of acts
29 § 20-3-324, MCA Powers and duties

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31 Policy History:

32 Adopted on: 10/11/18

33 Reviewed on:

34 Revised on:

2
3 **THE BOARD OF TRUSTEES**

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5 Membership

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7 The District is governed by a Board of Trustees consisting of five (5) members. The powers and
8 duties of the Board include the broad authority to adopt and enforce all policies necessary for the
9 management, operations and governance of the District. Except as otherwise provided by law,
10 trustees shall hold office for terms of three (3) years, or until their successors are elected and
11 qualified. Terms of trustees shall be staggered as provided by law.
12

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

18	Legal References:	§ 20-3-301, MCA	Election and term of office
19		§ 20-3-302, MCA	Legislative intent to elect less than majority of
20			trustees
21		§ 20-3-305, MCA	Candidate qualification and nomination
22		§ 20-3-306, MCA	Conduct of election
23		§ 20-3-307, MCA	Qualification and oath
24		§ 20-3-341, MCA	Number of trustee positions in elementary districts
25			– transition
26		§ 20-3-344, MCA	Nomination of candidates by petition in first-class
27			elementary district
28		§ 20-3-351, MCA	Number of trustee positions in high school districts
29		§ 20-3-352, MCA	Request and determination of number of high
30			school district additional trustee positions –
31			nonvoting trustee
32		§ 20-3-361, MCA	Joint board of trustees organization and voting
33			membership
34			
35			

36 Policy History:
37 Adopted on: 10/11/18
38 Reviewed on:
39 Revised on:

Trinity Elementary

Adopted on: 1/16/2020

Reviewed on:

1005FE

FLEXIBILITY AND EFFICIENCY

Revised on:

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.

The school district has a definition of proficiency within the meaning of that term as used in 20-9-311(4)(d). The definition must not require seat time as a condition or other element of determining proficiency. The definition must be incorporated in the district's policies and must be used for purposes of determining content and course mastery and other progress, promotion from grade to grade, grades, and graduation for pupils enrolled in the district's transformational learning program.

Definition of Proficiency

For purposes of this policy, the term “proficiency” means a degree of mastery of the underlying content for a course that is reflective of a final grade, in the professional opinion of the teacher of record, of not less than a “B”. The determination of proficiency by a teacher must not require seat time as a condition or other element of determining proficiency.

The determination of proficiency for a pupil enrolled in a course shall be made no earlier than the deadline for submitting the final grade for the course. The determination of proficiency for a pupil not enrolled in a course shall be based on the pupil’s mastery of the underlying content of the course, demonstrated through completion of a final exam designed by the teacher of record for the applicable course with a minimum grade of a “B”.

Teachers of record have full professional discretion in determining proficiency of pupils in courses taught. Teachers of record are encouraged to integrate trial and error into the learning process and to incorporate continued opportunity for practice and revision of assignments until a pupil reaches a performance level that demonstrates to the teacher’s satisfaction that mastery of learning expectations has been attained.

[OPTION] The 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 required under Montana law 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 who demonstrates proficiency in any content/subject matter will be converted to an hourly equivalent based on the hours of instruction ordinarily provided for the content over which the student has demonstrated proficiency.

[OPTION] The District may, on a case-by-case basis, provide fractional credit for partial completion of a course for a student who is unable to attend class for the required amount of time.

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4 [OPTION] The District may waive specific course requirements based on individual student
5 needs and performance levels. Waiver requests shall also be considered with respect to age,
6 maturity, interest, and aspirations of the students and shall be in consultation with the parents or
7 guardians.
8

9 [OPTION] At the discretion of the District, a student may be given credit for a course
10 satisfactorily completed in a period of time shorter or longer than normally required and,
11 provided that the course meets the District's curriculum and assessment requirements, which are
12 aligned with the content standards stated in the education program. Examples of acceptable
13 course work include, but are not necessarily limited to, those delivered through correspondence,
14 extension, and distance learning courses, adult education, summer school, work study, specially
15 designed courses, and challenges to current courses.
16

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18
19 Legal Reference: 20-1-301, MCA School fiscal year
20 20-9-311(4)(a)(b)(d), MCA Calculation of average number belonging
21 (ANB) – 3-year averaging
22 20-3-324, MCA Powers and duties
23 10.55.906 ARM High School Credit
24 Chapter 402 (2019) Transformational Learning Incentives
25
26
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1 Trinity Elementary

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3 Adopted on: 1/16/2020

4 Reviewed on:

5 1006FE

6 FLEXIBILITY AND EFFICIENCY

7 Revised on:

8 Transfers for School Safety

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

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

18
19 The transfer of such funds can be for:

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

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

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

43
44 Legal Reference: 20-9-503, MCA Budgeting, tax levy, and use of building reserve
45 fund.
46 20-9-236, MCA Transfer of funds – improvements to school
47 safety and security

1 Trinity Elementary

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3 Adopted on: 1/16/2020

4 Reviewed on:

5 1009FE

6 FLEXIBILITY AND EFFICIENCY

7 Revised on:

8 Recruitment and Retention

9
10 It is the policy of the District to utilize all resources available to meet the District’s objective of
11 recruiting and retaining high quality staff focused on the individual success of each student. To
12 meet this objective the District will utilize the flexible instructor licensure opportunities available
13 to the District.

14
15 Flexible Instructor Licensing

16
17 It is the policy of the District to increase the flexibility and efficiency of the District’s resources
18 by utilizing the provision of law allowing flexibility in licensure of instructors and as a means of
19 addressing recruitment and retention of staff. Flexibilities in the following areas are available for
20 the District’s enhancement of its programs and services with a focus on individual student
21 success:

- 22 • Internships
 - 23 ○ Available to anyone with a current license and endorsement in one subject who
 - 24 wants to move to a new licensed role/endorsed area.
 - 25 ○ Requirements must be satisfied within 3 years
 - 26 ○ Must include a plan between the intern, the school district and an accredited
 - 27 preparation program
- 28 • Provisionally Certified
 - 29 ○ May be issued to an otherwise qualified applicant who can provide satisfactory
 - 30 evidence of:
 - 31 ▪ The intent to qualify in the future for a class 1 or class 2 certificate and
 - 32 ▪ Who has completed a 4-year college program or its equivalent, and
 - 33 ▪ Holds a bachelor’s degree from a unit of the Montana university system or
 - 34 its equivalent.
- 35 • Substitutes
 - 36 ○ Must have a GED or high school diploma
 - 37 ○ Will have completed 3 hours of training by the district
 - 38 ○ Will have submitted a fingerprint background check
 - 39 (All requirements can be waived by the district if the substitute has prior
 - 40 substitute teaching experience in another public school from November 2002 to
 - 41 earlier)
 - 42 ○ May not substitute more than 35 consecutive days for the same teacher, however
 - 43 the same substitute can be used for successive absences of different staff as long
 - 44 as each regular teacher for whom the substitute is covering is back by 35
 - 45 consecutive teaching days
- 46 • Retired Educators

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- 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.
- Limited to employment in a second or third class elementary district or a second or third class high school district.
- Retired teacher must have 27 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

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4 Loan Repayment Program
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6 The District will assist any quality educator who meets the qualifications for the state’s loan
7 repayment program. Loan repayment assistance may be provided on behalf of a quality educator
8 who: (1) is employed newly hired in an identified impacted school described in a critical quality
9 educator shortage area as defined in 20-4-502; and (2) has an educational loan that is not in
10 default and that has a minimum unpaid current balance of at least \$1,000 at the time of
11 application.
12

13 A quality educator is eligible for state-funded loan repayment assistance for no more than 3 years
14 and an additional 1 year of loan repayment assistance voluntarily funded by the impacted school
15 or the district under which the impacted school is operated, with the maximum annual loan
16 repayment assistance not to exceed:

- 17 • \$3,000 of state-funded loan repayment assistance after the first complete year of teaching
18 in an impacted school;
- 19 • \$4,000 of state-funded loan repayment assistance after the second complete year of
20 teaching in the same impacted school or another impacted school within the same school
21 district;
- 22 • \$5,000 of state-funded loan repayment assistance after the third complete year of
23 teaching in the same impacted school or another impacted school within the same school
24 district; and
- 25 • up to \$5,000 of loan repayment assistance funded by the impacted school or the district
26 under which the impacted school is operated after the fourth complete year of teaching in
27 the same impacted school or another impacted school within the same school district.
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29

30	Legal References:	10.55.716, ARM	Substitute Teachers
31		10.55.607, ARM	Internships
32		10.57.107, ARM	Emergency Authorization of Employment
33		10.57.215, ARM	Renewal Requirements
34		10.57.420, ARM	Class 4 Career and Technical Education License
35		10.57.424, ARM	Class 5 Provisional License
36		19-20-732, MCA	Reemployment of certain retired teachers, 37 specialists and administrators – procedure – 38 definitions
39		20-4-501-20-4-505	Loan Repayment Assistance for Quality Educator
40			

Trinity Elementary

Adopted on:1/16/2020

Reviewed on:

1014FE

FLEXIBILITY AND EFFICIENCY

Revised on:

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

Trinity Elementary

Adopted on: 1/16/2020

Reviewed on:

1014FE-F1

FLEXIBILITY AND EFFICIENCY

Revised on:

Notice of Intent to Impose an Increase in Levies Form

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

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Trinity Elementary

Adopted on: 1/16/2020

Reviewed on:

Revised on:

1015FE

FLEXIBILITY AND EFFICIENCY

Personalized Learning Opportunities

It is the policy of the District to create an environment and culture that supports and meets the individual needs, skills and interests of each student, provides advanced opportunities for students and supports transformational learning. As a result of the collective efforts of Trustees, Administrators, and Educators, the District ensures equality of educational opportunity for each student and have fully developed the potential of each student in District schools. In addition to other initiatives/strategies, the District is committed to the following:

1. Expanding the personalized learning opportunities for each student to accelerate in their career and college readiness, reduce the out-of-pocket costs for families and empower students to actively engage in forming successful post-secondary pathways by:
 - a. developing an advanced opportunity plan for students in grades 6-12 that
 - i. fosters individualized pathways for career and postsecondary educational opportunities and that honors individual interests, passions, strengths, needs, and culture and is supported through relationships among teachers, family, peers, the business community, postsecondary education officials, and other community stakeholders; and
 - ii. embeds community-based, experiential, online, and work-based learning opportunities and foster a learning environment that incorporates both face-to-face and virtual connections.
2. Supporting and embracing a culture of transformational learning by:
 - a. developing a transformational learning plan for each participating student that
 - i. honors individual interests, passions, strengths, needs, and culture, and that is rooted in relationships with teachers, family, peers, and community members;
 - ii. embeds community-based, experiential, online, and work-based learning opportunities and foster a learning environment that incorporates both face-to-face and virtual connections; and
 - iii. provide effective professional development to assist employees in transitioning to a transformational learning model.

Trinity Elementary

Adopted on: 1/16/2020

Reviewed on:

Revised on:

1016FE

FLEXIBILITY AND EFFICIENCY

Independent Investment Accounts

The Board may establish independent investment accounts separate and apart from those funds maintained by the county treasurer. The Board may transfer cash into an independent investment account from any budgeted or non-budgeted funds. A separate account shall be established for each fund from which transfers are made. The principal and any interest earned must be reallocated to the fund from which the deposit was originally made. Unless otherwise provided by law, all other revenue may be sent directly to a participating district's investment account.

The District may either:

1. Establish and use the account as a non-spending account, returning sufficient funds to the county treasurer in time to pay all claims against the applicable fund; or
2. Establish a subsidiary checking account and make expenditures from the investment account, provided all transactions are accounted for and reported, as required by applicable accounting principles. If the District desires to establish a subsidiary checking account for purposes of paying for expenditures directly from an investment account, the District must enter into a written agreement with the county treasurer, in accordance with § 20-9-235, MCA.

Legal Reference: § 20-9-235, MCA Authorization for school district investment account

1 **Trinity Elementary**

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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: 10/11/18

29 Reviewed on:

30 Revised on: 1/16/2020

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

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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: 10/11/18

20 Reviewed on:

21 Revised on: 08/14/19

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

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4
5 Vacancies

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

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

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

25
26 Should the Board fail to fill a vacancy within sixty (60) days from the creation of a vacancy, the
27 county superintendent shall appoint, in writing, a competent person to fill such vacancy. An
28 appointee shall qualify by completing and filing an oath of office with the county superintendent
29 within fifteen (15) days after receiving notice of the appointment and shall serve until the next
30 regularly scheduled school election and a successor has qualified.

31
32
33 Cross Reference: 1240 Duties of Individual Trustees
34 1112 Resignations

35
36 Legal References: § 20-3-308, MCA Vacancy of trustee position
37 § 20-3-309, MCA Filling vacated trustee position – appointee
38 qualification and term of office

39
40 Policy History:

41 Adopted on: 10/11/18

42 Reviewed on:

43 Revised on: 08/14/19

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

4
5 Annual Organization Meeting

6
7 After issuance of election certificates to newly elected trustees, but no later than twenty-five (25)
8 days after the election, the Board shall elect from among its members a Chairperson and a Vice
9 Chairperson to serve until the next annual organizational meeting. If a Board member is unable
10 to continue to serve as an officer, a replacement shall be elected at the earliest opportunity to
11 serve the remainder of the term. In the absence of both the Chairperson and the Vice
12 Chairperson, the Board shall elect a Chairperson *pro tempore*, who shall perform the functions of
13 the Chairperson during the latter’s absence. The Clerk shall act as Board secretary.

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

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

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

39

40 Policy History:

41 Adopted on: 10/11/18

42 Reviewed on:

43 Revised on: 1/16/2020

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

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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.

13
14 The duties of the Chairperson include the following:

- 15
- 16 • Preside at all meetings and conduct meetings in the manner prescribed by the Board’s policies;
- 17 • Make all Board committee appointments;
- 18 • Sign all papers and documents as required by law and as authorized by action of the Board;
- 19 • Close Board meetings as authorized by Montana law; and

20
21 The Chairperson is permitted to participate in all Board meetings in a manner equal to all other Board
22 members, including the right to participate in debate and to vote. The Chairperson may not make a
23 motion, but may second motions.

24
25 Vice Chairperson

26
27 The Vice Chairperson shall preside at all Board meetings in the absence of the Chairperson and shall
28 perform all the duties of the Chairperson during the Chairperson’s absence or unavailability. The Vice
29 Chairperson shall work closely with the Chairperson and shall assume whatever duties the Chairperson
30 may delegate.

31		
32	Cross Reference:	Policy 1120 Annual Organizational Meeting
33		
34	Legal References:	§ 2-3-203, MCA Meetings of public agencies and certain
35		associations of public agencies to be open to
36		public – exceptions
37		§ 20-3-321(2), MCA Organization and officers
38		§ 20-3-351(1)(a), MCA Number of trustee positions in high school
39		districts
40		§ 20-3-352(2), MCA Request and determination of number of high
41		school district additional trustee positions –
42		nonvoting trustee
43		
44		

45 Policy History:

46 Adopted on: 10/11/18

47 Reviewed on:

48 Revised on:

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

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4
5 Clerk

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

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

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

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

25		
26		
27		
28	Legal references:	§ 20-3-321, MCA Organization and officers
29		§ 20-3-325, MCA Clerk of district
30		§ 20-4-201, MCA Employment of teachers and specialists by contract
31		§ 20-9-133, MCA Adoption and expenditure limitations of final
32		budget
33		§ 20-9-165, MCA Budget amendment limitation, preparation, and
34		adoption procedures
35		§ 20-9-221, MCA Procedure for issuance of warrants
36		§ 20-20-401(2), MCA Trustees' election duties – ballot certification
37		

38 Policy History:

39 Adopted on: 10/11/18

40 Reviewed on:

41 Revised on:

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

4
5 Duties of Individual Trustees

6
7 The authority of individual trustees is limited to participating in actions taken by the Board as a
8 whole when legally in session. Trustees shall not assume responsibilities of administrators or
9 other staff members. The Board or staff shall not be bound by an action taken or statement made
10 by an individual trustee, except when such statement or action is pursuant to specific instructions
11 and official action taken by the Board.

12
13 Each trustee shall review the agenda and attendant materials in advance of a meeting and shall be
14 prepared to participate in discussion and decision making for each agenda item. Each trustee
15 shall visit every school at least once per year to examine its management, conditions, and needs.

16
17 All trustees are obligated to attend Board meetings regularly. Whenever possible, a trustee shall
18 give advance notice to the Chairperson, of the trustee’s inability to attend a Board meeting. A
19 majority of the Board may excuse a trustee’s absence from a meeting if requested to do so.

20
21 Board members, as individuals, have no authority over school affairs, except as provided by law
22 or as authorized by the Board.

23	24	25	26
27	Legal References:	§ 20-3-301, MCA	Election and term of office
28		§ 20-3-308, MCA	Vacancy of trustee position
29		§ 20-3-324(22), MCA	Powers and duties
30		§ 20-3-332, MCA	Personal immunity and liability of trustees
31			

32 Policy History:

33 Adopted on: 10/11/18

34 Reviewed on:

35 Revised on:

36

1 **Trinity Elementary**

2
3 **THE BOARD OF TRUSTEES**

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4
5 District Policy

6
7 Adoption and Amendment of Policies

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

17
18 All new or amended policies shall become effective on adoption, unless a specific effective date
19 is stated in the motion for adoption.

20
21 Policies, as adopted or amended, shall be made a part of the minutes of the meeting at which
22 action was taken and also shall be included in the District’s policy manual. Policies of the
23 District shall be reviewed annually by the Board.

24
25 Policy Manuals

26
27 The District Clerk shall develop and maintain a current policy manual which includes all policies
28 of the District. Staff, students, and other residents, shall have ready access to District policies.
29 All policy manuals distributed to anyone shall remain the property of the District and shall be
30 subject to recall at any time.

31
32 Suspension of Policies

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

38
39
40 Legal References: § 20-3-323, MCA District policy and record of acts
41 10.55.701, ARM Board of Trustees

42
43 Policy History:

44 Adopted on: 10/11/18

45 Reviewed on:

46 Revised on:

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

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page 1 of 2

4
5 Board Meetings

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

12
13 Regular Meetings

14
15 Unless otherwise specified, all meetings will take place in the Trinity School. Regular meetings
16 shall take place at 7:00 p.m. on the second (2nd) Wednesday of each month, or at other times and
17 places determined by a majority vote. Except for an unforeseen emergency, meetings must be
18 held in school buildings or, upon the unanimous vote of the trustees, in a publicly accessible
19 building located within the District. If regular meetings are scheduled at places other than as
20 stated above or are adjourned to times other than the regular meeting time, notice of the meeting
21 shall be made in the same manner as provided for special meetings. The trustees may meet
22 outside the boundaries of the District for collaboration or cooperation on educational issues with
23 other school boards, educational agencies, or cooperatives. Adequate notice of the meeting, as
24 well as an agenda, must be provided to the public in advance. Decision making may only occur
25 at a properly noticed meeting held within the District's boundaries. When a meeting date falls on
26 a school holiday, the meeting may take place the next business day.

27
28 Emergency Meetings

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

32
33 Budget Meetings

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

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

1
2
3
4 Special Meetings

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

15
16 Closed Sessions

17
18 Under Montana law, the Board may meet in closed sessions to consider matters of individual
19 privacy. Before closing a meeting, the presiding officer must determine that the demands of
20 individual privacy exceed the merits of public disclosure and so state publicly before going into
21 closed session. The Board also may go into closed session to discuss a strategy to be followed
22 with respect to litigation, when an open meeting would have a detrimental effect on the litigating
23 position of the District. This exception does not apply if the litigation involves only public bodies
24 or associations as parties. Before closing a meeting for litigation purposes, the District may wish
25 to consult legal counsel on the appropriateness of this action. No formal action shall take place
26 during any closed session.

27	28	29 Legal References:	§ 2-3-103, MCA	Public participation – governor to ensure guidelines adopted
30			§ 2-3-104, MCA	Requirements for compliance with notice provisions
31			§ 2-3-105, MCA	Supplemental notice by radio or television
32			§ 2-3-201, MCA	Legislative intent – liberal construction
33			§ 2-3-202, MCA	Meeting defined
34			§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
35			§ 20-1-305, MCA	School Holidays
36			§ 20-3-322, MCA	Meeting and quorum
37			§ 20-9-115, MCA	Notice of final budget meeting
38			§ 20-9-131, MCA	Final budget meeting
39			10.55.701, ARM	Board of Trustees
40				
41				
42				

43 Policy History:

44 Adopted on: 10/11/18

45 Reviewed on:

46 Revised on:

4
5 School Board Use of Email and Mobile Messaging

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

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

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

30

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

37
38 Policy History:

39 Adopted on: 1/16/2020

40 Reviewed on:

41 Revised on:

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

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

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

31
32 Consent Agenda

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

40
41 Minutes

42
43 Appropriate minutes of all meetings required to be open must be kept and must be available for
44 inspection by the public. [(Optional) If an audio recording of a meeting is made and designated as
45 official, the

1
2
3
4
5 recording constitutes the office record of the meeting. If an official recording is made, a written
6 record of the meeting must also be made and must also include:

- 7
8 • Date, time, and place of the meeting;
9 • Presiding officer;
10 • Board members recorded as absent or present;
11 • Summary of discussion on all matters discussed (including those matters discussed during the
12 “public comment” section), proposed, deliberated, or decided, and a record of any votes
13 taken;
14 • Detailed statement of all expenditures;
15 • Purpose of recessing to closed session; and
16 • Time of adjournment.
17

18 If the minutes are recorded and designated as the official record, a log or time stamp for each main
19 agenda item is required for the purpose of providing assistance to the public in accessing that portion
20 of the meeting.
21

22 Unofficial minutes shall be delivered to Board members in advance of the next regularly scheduled
23 meeting of the Board. Minutes need not be read publicly, provided that Board members have had an
24 opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be
25 maintained in the office of the Clerk, to be made available for inspection upon request. A written
26 copy shall be made available within five (5) working days following approval by the Board.
27

28 Quorum

29

30 No business shall be transacted at any meeting of the Board unless a quorum of its members is
31 present. A majority of the full membership of the Board shall constitute a quorum, whether the
32 individuals are present physically or electronically. A majority of the quorum may pass a resolution,
33 except as provided in § 20-4-203(1), MCA, and § 20-4-401(4), MCA.
34

35 Electronic Participation

36

37 The Board may allow members to participate in meetings by telephone or other electronic means.
38 Board members may not simply vote electronically but must be connected with the meeting
39 throughout the discussion of business. If a Board member electronically joins the meeting after an
40 item of business has been opened, the remotely located member shall not participate until the next
41 item of business is opened.
42

43 If the Board allows a member to participate electronically, the member will be considered present
44 and will have his or her actual physical presence excused. The member shall be counted present for
45
46
47
48

1
2
3
4 purposes of convening a quorum. The Clerk will document it in the minutes, when members
5 participate in the meeting electronically.
6

7 Any Board member wishing to participate in a meeting electronically will notify the Chairperson and
8 Superintendent as early as possible. The Superintendent will arrange for the meeting to take place in
9 a location with the appropriate equipment so that Board members participating in the meeting
10 electronically may interact, and the public may observe or hear the comments made. The
11 Superintendent will take measures to verify the identity of any remotely located participants.
12

13 Meeting Conduct and Order of Business

14
15 General rules of parliamentary procedure are used for every Board meeting. *Robert's Rules of Order*
16 may be used as a guide at any meeting. The order of business shall be reflected on the agenda. The
17 use of proxy votes shall not be permitted. Voting rights are reserved to those trustees in attendance.
18 Voting shall be by acclamation or show of hands.
19

20 Rescind a Motion

21
22 A motion to rescind (cancel previous action) may be made anytime by any trustee. A motion to
23 rescind must be properly noticed on the Board's agenda for the meeting. It is in order any time prior
24 to accomplishment of the underlying action addressed by the motion.
25

26 Cross Reference: 1441 Audience Participation

27
28 Legal References: § 2-3-103, MCA Public participation - governor to ensure guidelines
29 adopted
30 § 2-3-202, MCA Meeting defined
31 § 2-3-212, MCA Minutes of meetings – public inspection
32 § 20-1-212, MCA Destruction of records by school officer
33 § 20-3-322, MCA Meetings and quorum
34 § 20-3-323, MCA District policy and record of acts
35 *Jones and Nash v. Missoula Co., 2006 MT2, 330 Mont 2005*
36

37 Policy History:

38 Adopted on: 10/11/18

39 Reviewed on:

40 Revised on: 1/16/2020

4
5 Notice Regarding Public Comment

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

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

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

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

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

34
35 Policy History:

36 Adopted on: 1/16/2020

37 Reviewed on:

38 Revised on:

2

4

5 Audience Participation

6

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

15

16 Cross Reference: 1420 School Board Meeting Procedure

17

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

21

22 Policy History:

23 Adopted on: 10/11/18

24 Reviewed on:

25 Revised on: 1/16/2020

1 **Trinity Elementary**

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;

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

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

28
29 Inform myself about current educational issues, by individual study and through participation in programs
30 providing needed information, such as those sponsored by the Montana and National School Boards
31 Associations;

32
33 Support the employment of those persons best qualified to serve as school staff and insist on regular and
34 impartial evaluation of staff;

35
36 Avoid being placed in a position of conflict of interest and refrain from using my Board position for
37 personal or partisan gain;

38
39 Avoid compromising the Board or administration by inappropriate individual action or comments and
40 respect the confidentiality of information that is privileged under applicable law;

41
42 Remember always that my first and greatest concern must be the educational welfare of students
43 attending public schools.

44
45
46
47 Policy History:

48 Adopted on: 10/11/18

49 Reviewed on:

50 Revised on:

4
5 Conflict of Interest

6
7 A trustee may not:

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

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

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

18 Policy History:
 19 Adopted on: 10/11/18
 20 Reviewed on:
 21 Revised on: 08/14/19; 1/16/2020

1 **Trinity Elementary**

2
3 **THE BOARD OF TRUSTEES**

1512F

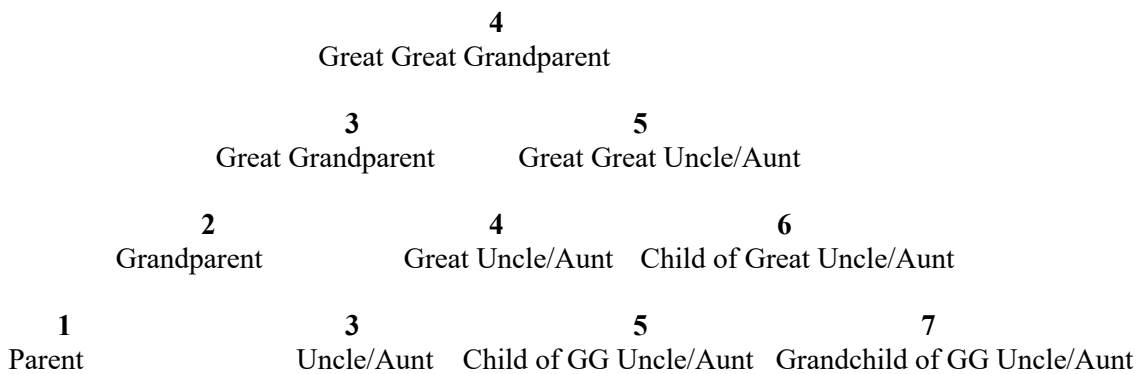
4
5 Relationships Defined and Chart

6
7 Definitions

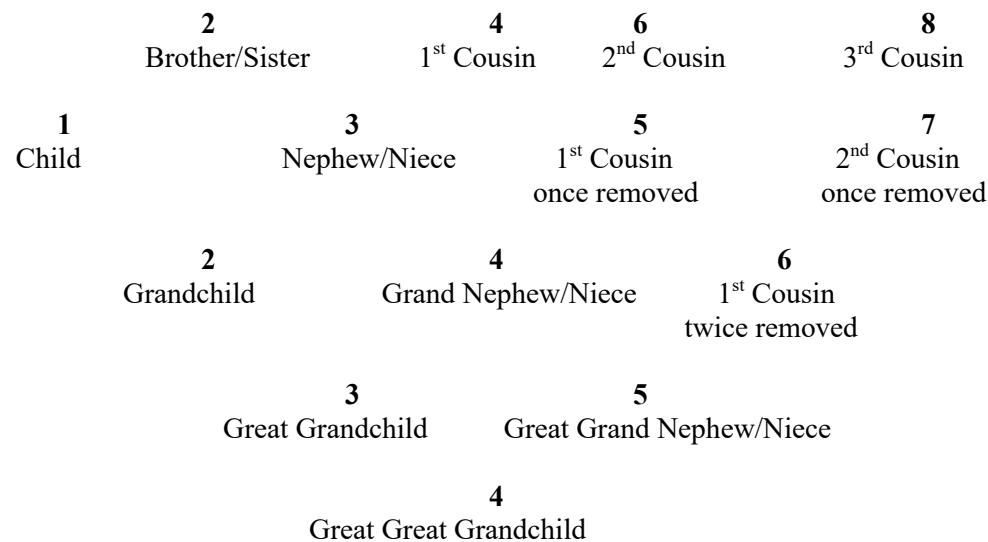
8
9 Affinity is the legal relationship arising as the result of marriage. Relationship by affinity
10 terminates upon the death of one of the spouses or other dissolution of marriage, except when the
11 marriage has resulted in issue still living.

12
13 Consanguinity is a relationship by blood relation. Relationship by consanguinity is confirmed by
14 being descended from the same ancestor. Kinship determined by consanguinity may not be
15 terminated.

16
17 Degrees of Consanguinity



31
32 **Trustee**



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Degrees of Affinity

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

Policy History:

Adopted on: 1/16/2020
Reviewed on:
Revised on:

1 **Trinity Elementary**

2
3 **THE BOARD OF TRUSTEES**

1513

4
5 Management Rights

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

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

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

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

30
31
32
33 Legal Reference: § 20-3-324, MCA Powers and duties
34 § 39-31-303, MCA Management rights of public employers
35 *Bonner School District No. 14 v. Bonner Education Association,*
36 *MEA-MFT, NEA, AFT, AFL-CIO, (2008), 2008 MT 9*

37
38 Policy History:

39 Adopted on: 10/11/18

40 Reviewed on:

41 Revised on:

1 **Trinity Elementary**

2
3 **THE BOARD OF TRUSTEES**

1531

4
5 Trustee Expenses

6
7 Expenses for Board Members - In-District

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

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

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

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

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

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

39
40 Cross Reference: 7336 Travel Allowances and Expenses

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

45 Policy History:

46 Adopted on: 10/11/18

47 Reviewed on:

48 Revised on:

1 **Trinity Elementary**

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3 **THE BOARD OF TRUSTEES**

1532

4

5 Trustee Insurance

6

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

10

11

12

13 Legal References: § 20-3-331, MCA Purchase of insurance – self-insurance plan

14 § 20-3-332, MCA Personal immunity and liability of trustees

15

16 Policy History:

17 Adopted on: 10/11/18

18 Reviewed on:

19 Revised on:

20

1 **Trinity Elementary**

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 Supervising Teacher shall
9 report to the Board information which reflects the accomplishments towards the goals of the
10 District.

11

12 The Chairperson may appoint a committee of the Board to annually review the goals and report
13 to the Board

14

15

16 Legal Reference: 10.55.701, ARM Board of Trustees

17

18 Policy History:

19 Adopted on: 10/11/18

20 Reviewed on:

21 Revised on: 08/14/19

22

5 Uniform Complaint Procedure

6
7 The Board establishes this Uniform Complaint Procedure as a means to address complaints
8 arising within the District. This Uniform Complaint Procedure is intended to be used for all
9 complaints except those governed by a specific process in state or federal law that supersedes
10 this process or collective bargaining agreement. Matters covered by a collective bargaining
11 agreement will be reviewed in accordance with the terms of the applicable agreement.
12

13 The District requests all individuals to use this complaint procedure, when the individual
14 believes the Board or its employees or agents have violated the individual’s rights under state or
15 federal law or Board policy. Complaints against a building administrator shall be filed with the
16 Superintendent. Complaints against the Superintendent or District administrator shall be filed
17 with the Board.
18

19 The District will endeavor to respond to and resolve complaints without resorting to this formal
20 complaint procedure and, when a complaint is filed, to address the complaint promptly and
21 equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder
22 will not be impaired by a person’s pursuit of other remedies. Use of this complaint procedure is
23 not a prerequisite to pursue other remedies and use of this complaint procedure does not extend
24 any filing deadline related to pursuit of other remedies.
25

26 Deadlines requiring District action in this procedure may be extended for reasons related but not
27 limited to the District’s retention of legal counsel and District investigatory procedures.
28

29 Level 1: Informal

30
31 An individual with a complaint is first encouraged to discuss it with the appropriate employee or
32 building administrator with the objective of resolving the matter promptly and informally. An
33 exception is that a complaint of sexual harassment should be discussed directly with an
34 administrator not involved in the alleged harassment.
35

36 Level 2: Building Administrator

37
38 When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed
39 and dated written complaint stating: (1) the nature of the complaint; (2) a description of the event
40 or incident giving rise to the complaint, including any school personnel involved; and (3) the
41 remedy or resolution requested. The written complaint must be filed within thirty (30) calendar
42 days of the event or incident or from the date an individual could reasonably become aware of
43 such event or incident. The applicability of the deadline is subject to review by the
44 Superintendent to ensure the intent of this uniform complaint procedure is honored.
45

46 When a complaint alleges violation of Board policy or procedure, the building administrator will

1
2
3
4 investigate and attempt to resolve the complaint. The administrator will respond in writing to the
5 complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.
6

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

12 When a complaint alleges sexual harassment or a violation of Title IX of the Education
13 Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of
14 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator may turn the
15 complaint over to a District nondiscrimination coordinator. The coordinator will complete an
16 investigation and file a report and recommendation with the Superintendent. If the complainant
17 reason to believe the Superintendent's decision was made in error, the complainant may request,
18 in writing, that the Board consider an appeal of the Superintendent's decision. (See Level 4.)
19 This request must be submitted in writing to the Superintendent, within fifteen (15) calendar
20 days of the Superintendent's written response to the complaint, for transmission to the Board.
21

22 Level 3: Superintendent

23
24 If the complainant appeals the administrator's decision provided for in Level 2, the
25 Superintendent will review the complaint and the administrator's decision. The Superintendent
26 will respond in writing to the appeal, within thirty (30) calendar days of the Superintendent's
27 receipt of the written appeal. In responding to the appeal, the Superintendent may: (1) meet with
28 the parties involved in the complaint; (2) conduct a separate or supplementary investigation; (3)
29 engage an outside investigator or other District employees to assist with the appeal; and/or (4)
30 take other steps appropriate or helpful in resolving the complaint.
31

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

38 Level 4: The Board

39
40 Upon written appeal of a complaint alleging a violation the individual's rights under state or
41 federal law or Board policy upon which the Board of Trustees has authority to remedy, the Board
42 may consider the Superintendent's decision in Level 2 or 3. Upon receipt of written request for
43 appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board
44 meeting, (2) appoint an appeals panel of not less than three trustees to hear the appeal and make
45 a recommendation to the Board, or (3) respond to the complaint with an explanation of why the
46 appeal will not be heard by the Board of Trustees in accordance with this policy. If the Chair

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

10 Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)
11 Title II of the Americans with Disabilities Act of 1990
12 § 504 of the Rehabilitation Act of 1973
13

14 Policy History:

15 Adopted on: 10/11/18

16 Reviewed on:

17 Revised on: 08/14/19; 1/16/2020

TRINITY ELEMENTARY
1900 SERIES
COVID-19 EMERGENCY POLICIES

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1 **Trinity Elementary**

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

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

Policy History:

Adopted on: 4/30/2020

Reviewed on:

Revised on: 8/17/2020

Terminated on:

Trinity Elementary
Knowledge Based Decision Making Process Form - 1900F
Background Paper Developed by the Board of Trustees and Staff Leadership Team

Step 1: State Issue

Issue: How can Trinity Elementary . . .

Step 2: Determine what is known about the issue.

What does the Board of Trustees know about our stakeholders' wants, needs, and preferences that is relevant to this issue?

-
-
-
-

What does the Board of Trustees know about the current realities and evolving dynamics of our environment relevant to this issue?

-
-
-
-

What does the Board of Trustees know about the capacity (internal) and strategic position (external) of the District that is relevant to this issue?

-
-
-
-

Step 3: Determine what choices of strategy the knowledge identified in Step 2 suggests.

What high-level strategic choices could the School District consider to address this issue based on the information school leaders have reviewed and stakeholders have provided?

Choice 1:

- Ethical Implications:

Choice 2:

- Ethical Implications:

Choice 3:

- Ethical Implications:

Step 4: Assess the relative advantages and disadvantages of the choices.

Assessment of the Strategic Potential of the available choice(s)

- Impacts
- Consequences
- Immediacy
- Likelihood of Success

Assessment of the Strategic Value of the available choice(s)

- Necessity
- Feasibility
- Appropriateness
- Sufficiency

Step 5: Determine Consensus and Reach a Decision.

Combine and eliminate identified choices:

Commit to a choice:

Step 6: Craft a Motion, Deliberate and Vote.

“I move the Board of Trustees of _____ School District address the issue of _____ by taking the following action _____ and authorizing the administration and staff to implement _____ in accordance Montana law and School District Policy.”

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1900P

4
5 Knowledge Based Decision Making

6
7 The Board of Trustees is committed to utilizing a knowledge based decision making process to
8 assist in guiding the discussions of the trustees and school leaders on topics that will have a
9 significant impact on School District operations, students, parents, staff, and community
10 members as a result of COVID-19. A knowledge based decision making process is designed to
11 create dialogue before deliberation while integrating strategic thinking and visionary governance.
12 By considering as many perspectives and factors as possible on decisions related to a public
13 health emergency, the Board of Trustees can make knowledge based decisions to enhance school
14 operations while supporting students, families, staff, and the community.

15
16 The following provides the framework for the School District’s leadership to engage in dialogue
17 by gathering data and knowledge before making decisions through deliberations.

18
19
20 Step 1: What is the issue the School District is facing?

21
22 How can Trinity Elementary _____?

23
24 *Example Issue: How can Trinity Elementary ensure our students receive a quality, personalized*
25 *educational experience given the public health emergency related to COVID-19 and its*
26 *continuing impacts on teaching and learning?*

27
28
29 Step 2: Determine what is known about the issue.

30
31 What does the Board of Trustees know about our stakeholders’ wants, needs, and preferences
32 that is relevant to this issue?

33
34 *Make a list of stakeholders and others who may have information about the topic*
35 *including but not limited to students, employees, parents, taxpayers and identify what*
36 *school leaders KNOW about each groups’ wants, needs, and preferences.*

37
38 What does the Board of Trustees know about the current realities and evolving dynamics of our
39 environment relevant to this issue?

40
41 *Review the current conditions by asking and answering, “What is going on now?”*

42
43 *Review the current trends by asking and answering, “Has there been a change in*
44 *progress toward District goals and what is the direction of the change?”*

1
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4 *Review the assumption about the future by asking and answering, “Is there something in*
5 *the foreseeable future that will be an anticipated driver or anticipated barrier to our*
6 *success?”*
7

8 What does the Board of Trustees know about the capacity (internal) and strategic position
9 (external) of the District that is relevant to this issue?

10
11 *Review the capacity of the District by identifying and listing its tangible and intangible*
12 *assets and resources.*

13
14 *Review the strategic position of the District by identifying and listing factors that weigh*
15 *on the District’s reputation for success.*
16

17
18 What does the Board of Trustees wish it knew but doesn’t?
19
20

21 Step 3: Determine what choices of strategy the knowledge identified in Step 2 suggests.
22

23 What high-level strategic choices could the School District consider to address this issue based
24 on the information school leaders have reviewed and stakeholders have provided?
25

26 Choice 1: _____

27 Choice 2: _____

28 Choice 3: _____

29 Choice 4: _____

30 (continue list if needed)
31

32 What are the ethical implications related to the choices available to the District?
33

34 *Review ethical issues and implications by listing stakeholder groups that would feel*
35 *enfranchised or disenfranchised and identify methods to address inequities. Next, identify*
36 *efficacy or credibility issues that may emerge when specific options are implemented.*
37
38

39 Step 4: Assess the relative advantages and disadvantages of the choices.
40

41 Assess the Strategic Potential of the available choice(s).
42

43 *Impact: How many other things will be affected?*

44
45 *Consequence: How good or bad will doing it or not doing it be?*
46

1
2
3
4 *Immediacy: How much time does the School District have before the opportunity*
5 *disappears; what has to be done before the choice can be implemented?*
6

7 *Likelihood of Success: What is the probability of accomplishing it in a way that achieves*
8 *the School District's goals and objectives?*
9

10 Assess the Strategic Value of the available choice(s).

11
12 *Necessity: Is this choice(s) essential to accomplish the District's goals?*
13

14 *Feasible: Can the School District implement this choice(s) well?*
15

16 *Appropriate: Is this choice(s) consistent with the School District's mission, vision and*
17 *values?*
18

19 *Sufficient: If the School District implements this choice(s) reasonably well, will it make*
20 *satisfactory progress toward the District's goals?*
21
22

23 Step 5: Determine Consensus and Reach a Decision.
24

25 Are there any choices the Board of Trustees wants to eliminate?
26

27 Are there any choices that can be combined with others?
28

29 What choices are the Board of Trustees prepared to commit to now?
30

31 Are there choices the Board of Trustees are still interested in but need more information about
32 before deciding?
33
34

35 Step 6: Craft a Motion, Deliberate and Vote.
36

37 "I move the Board of Trustees of Trinity Elementary address the issue of _____ by
38 taking the following action _____ and authorizing the administration and staff
39 to implement _____ in accordance Montana law and School District Policy."
40

1 **Trinity Elementary**

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 (1st) reading if notice has been given through the board agenda provided to the trustees and public.
28 All new or amended policies adopted as part of the emergency policy series shall become effective
29 immediately upon adoption; unless a specific effective date is stated in the motion for adoption.

30
31 Suspension of Policies

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

37
38 Administrative Procedures

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

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

47 Policy History:

48 Adopted on: 4/30/2020

49 Reviewed on:

50 Revised on: 8/17/2020

51 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1902

4
5 Alternative Grading

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

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

15
16 The default option for students and parents/guardians is the grade typically assigned for students
17 in the grade level or class which may include an A-F letter grade. Students and parents/guardians
18 may choose to receive a Proficient/Fail or P/F grade in place of a grade typically assigned for the
19 student’s courses. The P/F grade option can be requested by a student and parents/guardians no
20 later than seven (7) calendar days after report cards have been sent to the parents/guardians by
21 submitting a written request to the superintendent of the district, the School District’s custodian
22 of records.

23
24 For students or parents/guardians who request a P/F grade, the School District will record the P/F
25 designation using a rubric in which all grades of 70% or higher earn a Proficient in accordance
26 with District Policy 1005FE, the School District’s COVID-19 Plan of Action as submitted to the
27 Office of the Governor and/or while emergency declarations relating to COVID-19 are in place.

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

35
36 Grades converted to P/F will not be counted toward or against class honors or valedictorian
37 status as outlined in Policy 2410P for classes of students graduating during or after 2020.

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

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

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

Policy History:

Adopted on: 4/30/2020

Reviewed on:

Revised on: 8/17/2020

Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1903

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

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

13
14 School District Events

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

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

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

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

41 Visitors to Schools

42
43 Visitors to the interior of any school building shall not be permitted without the express approval
44 of the supervising teacher, principal, superintendent or designated. Visitors that are authorized to
45 be present in any school building must adhere to all health and safety guidelines outlined in
46 District Policy 1905

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4 Volunteers
5

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

10 Facilities Use Agreements
11

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

17 Enforcement
18

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

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

35 Policy History:

36 Adopted on: 4/30/2020

37 Reviewed on:

38 Revised on: 8/17/2020

39 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1903F

4
5 School Event and Facility Notice

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

10
11 SCHOOL EVENT AND FACILITY NOTICE

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

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38 Policy History:

39 Adopted on: 4/30/2020

40 Reviewed on:

41 Revised on: 8/17/2020

42 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1904

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5
6 Use of Transportation Funds During Periods of Emergency Declaration

7
8 Pursuant to guidance issued from the Office of Public Instruction, the Board of Trustees
9 authorizes the following expenditures of its FY21 budgeted transportation funds that are in
10 addition to traditionally authorized expenditures. The expenditures below are, as noted in OPI
11 guidance, transportation services which provide instructional services to students.

- 12
13
- 14 • Transportation of food and meals used in nutritional programs.
 - 15 • Purchase of equipment to ensure safety in food transportation.
 - 16 • Providing accessibility to student services for remote learning.
 - 17 • Providing instructional materials to students, including but not limited to internet service
18 adequate to allow students to effectively access curriculum during periods of school
19 closure.
 - 20 • Cost of instructional materials, supplies, and software licenses.
 - 21 • Costs of technological equipment needed for offsite instruction/correspondence study
22 purchased by the school district and loaned to students without such equipment.
 - 23 • Cost of correspondence study.
 - 24 • Costs of providing services to students with an IEP or a plan adopted pursuant to section
25 504 of the 1973 Rehabilitation Act.
 - 26 • Costs of time off or repurposed time for staff normally paid from the transportation fund.
 - 27 • Costs to contractors of transportation services.

28 Cost Guidelines

29
30 The Board of Trustees authorizes the Superintendent to exercise his/her professional judgment
31 and discretion as to the necessity, quality and amount of all expenses referenced below.
32 Aggregate costs of items below are to remain within the budget limits adopted by the board of
33 trustees for the FY21 transportation budget, including any budget amendments adopted by the
34 board of trustees prior to the completion of FY21.

- 35
- 36 • Any costs consistent with costs under normal operation, including costs referenced in any
37 contract to which the district is a party.
 - 38 • Actual costs of delivering meals to students at locations authorized by any and all waivers
39 of regular rules for school nutrition programs that have been adopted by the United States
40 Department of Agriculture or the Office of Public Instruction.
 - 41 • Any costs consistent with and necessary to comply with an IEP or section 504 plan.
 - 42 • Actual costs of equipment, software and service necessary to bridge digital divides or
43 provide a quality learning environment for students, including:
- 44
45
46

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- 4 ○ Equipment necessary to provide wi-fi in a student’s home, including any
- 5 equipment qualifying for discount under the federal E-Rate program.
- 6 ○ Equipment necessary to allow students to effectively participate in offsite
- 7 instruction with an emphasis on ensuring opportunities for real time interactions,
- 8 collaboration, and effective engagement in the learning process by students.
- 9 ▪ Equipment purchased under this section may include any combination
- 10 deemed necessary and appropriate by the Superintendent, including but
- 11 not limited to mobile devices, tablets and laptops.
- 12 ▪ Equipment purchased under this section shall become and remain the
- 13 property of the District and shall be provided to students through a
- 14 loan/checkout service developed by the Superintendent.
- 15 ○ Software to ensure a safe and appropriate online learning experience by students
- 16 of the district.
- 17 ○ Internet service at an adequate bandwidth to ensure full and effective use of
- 18 instruction delivery and interaction methods employed by the district as part of its
- 19 offsite learning program.
- 20 ▪ If there are multiple internet service providers in the community, the board
- 21 authorizes the Superintendent to choose either a single provider or to
- 22 allocate/rotate selection from among all providers in the community
- 23 meeting minimum bandwidth and other safety and quality standards
- 24 deemed necessary and appropriate by the Superintendent.
- 25
- 26

27 Cross Reference: Policy 3612 – District-Provided Access to Electronic Information,
28 Services, and Networks
29 Policy 3612P - District-Provided Access to Electronic Information,
30 Services, and Networks Procedure
31 Policy 3612F – Internet Access Agreement
32 Policy 3650 – Montana Pupil Online Personal Information Protection Act
33 Policy 3650F – Montana Model Data Privacy Agreement
34 Policy 2168.- Distance Learning
35 Policy 2170 – Montana Digital Academy
36 Policy 2170P – Montana Digital Academy Procedures
37

38 Legal Reference: Section 20-10-101(5), MCA – Transportation
39

40 Policy History:

41 Adopted on: 4/30/2020

42 Reviewed on:

43 Revised on: 8/17/2020

44 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1905

4
5 Student, Staff, and Community Health and Safety

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

14
15 Symptoms of Illness

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

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

36
37
38 Physical Distancing

39
40 To the extent possible, elementary school courses will be delivered to the same group of students
41 each day. Meal service will be delivered in the designated classroom for each group of students.
42 Recess and use of playgrounds during recess are permitted.
43 Transportation services will be provided in accordance with cleaning and disinfection procedures
44 outlined in this policy.

1 At drop off and pick up, physical distancing will be requested of parents and staff on school
2 grounds
3

4 Visitors to the school authorized by District Policy 1903 will maintain a three-foot distance
5 between themselves and others. This distancing requirement does not apply to individuals who
6 are a part of the visitor’s regular household isolation group when the group is authorized to
7 present at the school facility.
8
9

10 Masks as Personal Protective Equipment

11 All people entering the school are recommended to wear masks at all times, with the exception
12 of enrolled students, paid staff and paid teachers who make up our Trinity School cohort. The
13 Board of Trustees authorizes specialty teachers defined as music, Spanish, library, counseling,
14 etc. to require students to wear masks in the classroom setting.
15

16 Allegations of harassment of any person wearing or not wearing a face covering, mask or face
17 shield shall be promptly investigated in accordance with District policy. A student, staff member,
18 or visitor who, after an investigation, is found to have engaged in behavior that violates District
19 policy is subject to redirection or discipline.
20

21 The Board of Trustees' decisions regarding masking and school closure, will be based upon
22 ongoing reviews of local health officials' recommendations, including, but not limited to, the
23 general health of our school community and the possibility of exposure.
24

25 Cleaning and Disinfecting

26 School district personnel will routinely both clean by removing germs, dirt and impurities and
27 disinfect by using chemicals to kill germs on all surfaces and objects in any school building and
28 on school property that are frequently touched. This process shall include cleaning
29 objects/surfaces not ordinarily cleaned daily.
30

31 Personnel will clean with the cleaners typically used and will use all cleaning products according
32 to the directions on the label. Personnel will disinfect with common EPA-registered household
33 disinfectants. A list of products that are EPA-approved for use against the virus that causes
34

35 COVID-19 is available from the supervising teacher or administrator. Personnel will follow the
36 manufacturer’s instructions for all cleaning and disinfection products.
37

38 The District will provide EPA-registered disposable wipes to teachers, staff, and secondary
39 students so that commonly used surfaces (e.g., keyboards, desks, remote controls) can be wiped
40 down before use. Supervising teacher or administrators are required to ensure adequate supplies
41 to support cleaning and disinfection practices.
42
43

44 Student Arrival
45

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

5
6 A District employee will greet children outside the school as they arrive to ensure orderly
7 compliance with the provisions of this policy.

8 9 10 Temperature Screening

11
12 Designated School District staff are authorized to test the temperature of students with an
13 approved non-contact or touchless temperature reader. Students who have a fever or are
14 exhibiting other signs of illness must be isolated in a designated area until such time as parents or
15 caregiver may arrive at the school to retrieve the ill student. All surfaces and areas should be
16 thoroughly cleaned and disinfected once the student has vacated the area by staff utilizing safety
17 measures in accordance with state and/or local health standards as applicable.

18
19 When administering a temperature check on a possibly ill student, designated staff members will
20 utilize available physical barriers and personal protective equipment to eliminate or minimize
21 exposures due to close contact to a child who has symptoms during screening.

22 23 24 Healthy Hand Hygiene Behavior

25
26 All students, staff, and others present in the any school building will engage in hand hygiene at
27 the following times, which include but are not limited to:

- 28 • Arrival to the facility and after breaks
- 29 • Before and after preparing, eating, or handling food or drinks
- 30 • Before and after administering medication or screening temperature
- 31 • After coming in contact with bodily fluid
- 32 • After recess
- 33 • After handling garbage
- 34 • After assisting students with handwashing
- 35 • After use of the restroom

36
37 Hand hygiene includes but is not limited to washing hands with soap and water for at least 20
38 seconds. If hands are not visibly dirty, alcohol-based hand sanitizers with at least 60% alcohol
39 can be used if soap and water are not readily available.

40
41 Staff members will supervise children when they use hand sanitizer and soap to prevent
42 ingestion.

43
44 Staff members will place grade level appropriate posters describing handwashing steps near
45 sinks.

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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

1 This policy in no way limits or adjusts the School District’s obligations to honor staff and student
2 privacy rights. All applicable district policies and handbook provision governing confidentiality
3 of student and staff medical information remain in full effect.
4

5
6 Transfer of Funds for Safety Purposes
7

8 The Board of Trustees may transfer state or local revenue from any budgeted or non-budgeted
9 fund, other than the debt service fund or retirement fund, to its building reserve fund in an
10 amount not to exceed the school district's estimated costs of improvements to school and student
11 safety and security to implement this policy in accordance with District Policy 1006FE.
12

13 Cross Reference: Policy 1901 – School District Policy and Procedures
14 Policy 1906 - Student Services and Instructional Delivery
15 Policy 1907 – Transportation Services
16 Policy 1006FE – Transfer of Funds for Safety Purposes
17 Policy 3410 – Student examination and screenings
18 Policy 3417 – Communicable Diseases
19 Policy 3431 – Emergency Treatment
20 Policy 1911 - Personnel Use of Leave
21 Policy 1910 – Human Resources and Personnel
22 Policy 4120 - Public Relations
23 Policy 5002 – Accommodating Individuals with Disabilities
24 Policy 5130 – Staff Health
25 Policy 5230 - Prevention of Disease Transmission
26 Policy 6110 – Superintendent Authority
27 Policy 6122 - Delegation of Authority

28 Policy History:

29 Adopted on: 4/30/2020

30 Reviewed on:

31 Revised on: 8/17/2020, 5/13/21, 11/11/21, 3/19/22

32 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1905P

4
5 Administrative Procedures for Student, Staff, and Community Health and Safety

6
7 The administrative team of the School District has adopted these procedures in accordance with
8 Policy 1310 in order to implement Policy 1905 during the term of the declared public health
9 emergency to ensure a safe and healthy work and instructional setting. These procedures were
10 developed in accordance with the latest available guidance from the Centers for Disease Control
11 and in coordination with applicable state, tribal, and local health officials. These procedures
12 supplement Policy 1905. All provisions in Policy 1905 remain in effect.

13
14
15 Personnel Cleaning and Disinfecting

16
17 Personnel will evaluate and identify surfaces and objects to be cleaned and disinfected in
18 accordance with their knowledge, experience, and the latest available guidance from the Centers
19 for Disease Control, state, tribal, and local health officials. Personnel will have access to or the
20 opportunity to access the latest available guidance upon request to their supervisor.

21
22 Personnel will coordinate with colleagues and supervisors to develop a plan, schedule, and
23 routine to regularly clean and disinfect identified surfaces and objects. Personnel will honor this
24 plan, schedule, and routine until adjusted. Reasons for adjustment may include but are not
25 limited to change in school schedule, absence of colleagues, availability of equipment and
26 supplies, and federal, state, tribal or local health directives and guidance. If adjustment is
27 necessary, personnel will again coordinate with colleagues and supervisors to improve the plan,
28 schedule, and routine. Personnel will solicit and accept perspectives from colleagues and other
29 school officials when considering improvements to the plan.

30
31 Personnel will prioritize disinfecting frequently touched and indoor surfaces. Hard and non-
32 porous surfaces and objects that are touched daily will be the top priority for disinfection on a
33 daily basis. Hard and non-porous surfaces and objects that are not indoors or have not been
34 occupied for seven days will be routinely cleaned. Personnel will first clean visibly dirty
35 surfaces and objects prior to disinfection by using the appropriate cleaning or disinfecting
36 product for the identified surface, object, or task. Personnel will always use chemicals, products,
37 and substances authorized by Policy 1905 in a manner consistent with the applicable instructions.

38
39 Personnel will thoroughly clean or launder soft, porous, or fabric-based materials as permitted by
40 location and substance. During evaluation and identification of surfaces, personnel will consider
41 removing soft and porous materials in high traffic areas that may increase risk of exposure.

42
43 Personnel will establish and maintain safe work practices in accordance with these procedures
44 and School District policy in order to reduce the risk of exposure.

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5 Symptoms of Illness
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7 Personnel who are ill, feeling ill, diagnosed as ill, or otherwise demonstrating symptoms of
8 illness must not come to school or work. Personnel who have a fever or are exhibiting other signs
9 of illness while at work will be authorized to return home. All affected surfaces and areas should
10 be thoroughly cleaned and disinfected once the staff member has vacated the area by staff
11 utilizing safety measures in this procedure in accordance with available standards as applicable.
12 Staff members will be provided access to leave in accordance with District Policy 1911 or the
13 applicable master contract, collective bargaining agreement, or memorandum of understanding.
14

15
16 Physical Distancing and Work Areas
17

18 Staff members working in the school when no students are present will maintain appropriate
19 physical distance from their colleagues as permitted by their duties and work setting to minimize
20 contact and risk of exposure. Staff members will have access to disinfecting wipes or
21 disinfecting spray and disposable paper towels and time to clean their desk, office, work area or
22 classroom when needed.
23

24
25 Physical Barriers and Guides
26

27 Personnel will review school buildings and identify areas where installation of physical barriers,
28 such as sneeze guards and partitions, will assist students and staff when unable to remain at a
29 safe distance from their colleagues and peers. Personnel will coordinate with building or district
30 administrators to complete or install any identified physical barrier. In areas where physical
31 distancing is implemented, personnel are authorized to provide physical guides, such as tape on
32 floors or sidewalks and signs on walls, to ensure that staff and students remain at least 6 feet
33 apart in lines and at other times.
34

35
36 Ventilation
37

38 Personnel will review and ensure ventilation systems operate properly and increase circulation of
39 outdoor air as much as possible. Classroom staff are authorized to open windows and doors to
40 increase air flow in a manner that does not pose a safety or health risk to students and staff.
41 Risks to consider include but are not limited to weather, risk of falling, and triggering asthma
42 symptoms.
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1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1906

4
5 Student Instruction and Services

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

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

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

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

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

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

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

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

15
16 School Facility as Instructional Setting

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

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

24
25 Offsite and Online Instructional Setting

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

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

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

42
43 Proficiency-Based Learning

44
45 The Board of Trustees authorizes proficiency-based ANB calculation in situations when a
46 student demonstrates proficiency in a course area as determined by the Board of Trustees using

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4 district assessments consistent with the School District’s adopted Plan of Action, District Policy
5 1005FE, or other measures approved by the Board of Trustees during the course of a school year
6 affected by a public health emergency.
7

8 The Board of Trustees waives the minimum number of instructional hours for students who
9 demonstrate proficiency in a course area using district assessments that include, but are not
10 limited to, the course or class teacher’s determination of proficiency as defined by the Board of
11 Trustees. This determination shall be based on a review of the student’s completed coursework,
12 participation in course delivery, and other methods applicable to the specific course or class. The
13 Board of Trustees authorizes the use of the proficiency determination process for students who
14 have selected this method of delivery, students for whom the School District is unable to
15 document satisfaction of the required minimum aggregate number of hours through the offsite or
16 onsite methods outlined in this policy, or other students whom School District personnel
17 determine satisfy the definition of proficient or meeting proficiency.
18

19 This provision is based in the declaration by the Montana Legislature that any regulation
20 discriminating against a student who has participated in proficiency-based learning is
21 inconsistent with the Montana Constitution.
22

23 Special Education and Accommodation of Disabilities or Diagnoses

24
25 Students shall receive services in accordance with the applicable Individualized Education Plan
26 or Section 504 Plan based on methods and locations agreed upon and documented by the
27 applicable team to meet the student’s needs and goals. The supervising teacher or building
28 administrator shall coordinate with parents and the special education staff or cooperative to
29 ensure all applicable statutes are followed in accordance with U.S. Department of Education
30 guidelines.
31

32 Student Attendance

33
34 The Board of Trustees authorizes the supervising teacher, building principal or district
35 administration to set an attendance policy for students that takes into account the location of
36 instructional services, the applicability of proficiency-based instruction, the student’s grade level,
37 and the health and safety of the student and their household. Students are expected to complete
38 assigned work. If a student is not present for the instructional day, the student shall be permitted
39 to complete all work assigned by the teacher if not present for instruction within a reasonable
40 period of time determined by the teacher. Students shall not lose credit or incur a grade
41 reduction for reasons related to attendance without good reason as determined by the Board of
42 Trustees.
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44 Student Safety and Counseling

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Water Systems

Personnel will review water systems and features including but not limited to sink faucets, drinking fountains, decorative fountains to ensure they are safe to use after a prolonged facility shutdown. Drinking fountains will be cleaned and sanitized in accordance with this procedure. The administration may provide alternative water sources if available. Staff and students are authorized to bring their own water to minimize use and touching of water fountains.

Report and Revision

These administrative procedures will be reported to the board of trustees upon adoption and implementation by the administration in accordance with Policy 1310. The board of trustees retains the authority to amend policy and procedures. Any revision to these procedures will be reported to the board of trustees.

Policy History:

- Adopted on: 4/30/2020
- Reviewed on:
- Revised on: 8/17/2020
- Terminated on:

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4 Students shall have access to regular school counseling services whether their instruction is
5 provided in an onsite, offsite or online setting. Staff shall promptly report any suspected student
6 distress or concern to their supervisor for review and referral. Students receiving instruction in
7 an offsite setting are governed by the staff obligation to report suspected child abuse or neglect.
8

9 Homeless Students and Students in Foster Care

10
11 This policy in no way limits or adjusts the School Districts obligations to homeless students or
12 students in foster care. Applicable District policies serving these students or this population of
13 students remain in full effect.
14

15 Student Discipline

16
17 This policy in no way limits or adjusts the School District’s expectations for student conduct.
18 All applicable district policies and handbook provisions governing student conduct remain in full
19 effect.
20

21 2020/2021 School Schedule and Calendar

22
23 It is the objective of the Board of Trustees to ensure the proactive operations of the School
24 District during a public health emergency by: (1) meeting the educational needs of the students;
25 (2) complying with all applicable statues and rules pertaining to the aggregate hours of
26 instruction; and 3) identifying and implementing innovative methods to meet educational and
27 other needs of each student in the School District.
28

29 Legal Reference: Article X, Section 1, Montana Constitution
30 Section 20-1-101, MCA – Definitions
31 Section 20-1-301, MCA – School Fiscal Year
32 Section 20-9-311, MCA – Calculation of Average Number Belonging
33 Section 20-7-118, MCA - Offsite Provision of Educational Services
34 Section 20-7-1601, MCA – Transformational Learning –Legislative Intent
35 ARM 10.55.906(4)) – High School Credit
36

37 Cross Reference: Policy 1005FE – Proficiency-Based Learning
38 Policy 1902 – Alternative Grading
39 Policy 1905 - Staff, Student, and Community Health and Safety
40 Policy 2100 – School Calendar
41 Policy 2140 – Guidance and Counseling
42 Policy 2161 – Special Education
43 Policy 2168 – Distance Learning
44 Policy 2410 – Graduation
45 Policy 2420 – Grading and Progress Reports
46 Policy 2421 – Promotion and Retention

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Policy 2150 – Suicide Training and Awareness
Policy 3125 – Homeless Students
Policy 3122 - Attendance Policy
Policy 3310 - Student Discipline

Policy History:

Adopted on: 4/30/2020

Reviewed on:

Revised on: 8/17/2020

Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1906P

4
5 Student Instruction Resources and Best Practices

6
7 In accordance with Policy 1005FE – Proficiency Based Learning and Section 20-9-311(4)(d),
8 MCA, “a school district may include in its calculation of ANB a pupil who is enrolled in a
9 program providing fewer than the required aggregate hours of pupil instruction under subsection
10 (4)(a) or (4)(b) if the pupil has demonstrated proficiency in the content ordinarily covered by the
11 instruction as determined by the school board using district assessments. The ANB of a pupil
12 under this subsection (4)(d) must be converted to an hourly equivalent based on the hours of
13 instruction ordinarily provided for the content over which the student has demonstrated
14 proficiency.”

15
16 Proficiency or satisfying aggregate hours of instruction can be achieved through an on-site, off-
17 site, or blended learning model as outlined in Policy 1906.

18
19 Best practices, including but not limited to those outlined below, will assist districts in
20 facilitating quality learning for each student regardless of background or circumstance.

21
22 Planning & Communication

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

35 Set Expectations

- 36 • With students and parents/guardians set expectations and acknowledgment of the
37 importance for ownership of student learning.
 - 38 • Expectations can outline due dates for assessments.
 - 39 • Outline how much online participation is required of students.
 - 40 • Include expectation for daily submission of work or review of accomplishments toward
41 goals.
 - 42 • Survey students and parents/guardians to make adjustments to lessons. Remember to be
43 flexible—time learning software, apps, etc. should be considered part of learning.
- 44

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5 Differentiated Instruction & Learning Models

- 6 • Embed experiential learning that fosters a learning environment that promotes
7 connections. Districts participating in Transformational Learning funding can utilize their
8 Strategic Plan as a guiding document and adapt to a virtual environment.
- 9 • Social Emotional Learning and connections.
 - 10 ○ Begin the day by connecting with students—a Brain Teaser or an exercise for
11 students to share a topic of interest or something from home with others.
- 12 • Record lessons
 - 13 ○ Lessons should come with visual substance and multiple types of instruction to
14 facilitate learning—downloads, PowerPoints, videos, readings, audio recordings,
15 etc.
- 16 • Honor students interests and passions through experiential learning opportunities.
- 17 • Project based learning.
 - 18 ○ Engage the students to do the work through research, developing, and creating a
19 product which encompasses a variety of subject areas.
 - 20 ○ Encourage creativity.
 - 21 ○ Consider pointing students to the right resources (videos, websites, files) and
22 allow them to be contributors to their own learning-- Creation of a science
23 project—writing, demonstration of items needed, YouTube video with the end
24 result being submitted to the teacher and classmates.
 - 25 ■ Wax Museum example: reading about character, writing about individual,
26 dress up and record via YouTube or creation of a Power Point with
27 pictures
 - 28 ○ Project based learning presents opportunities for cross-subject collaboration and
29 flexibility in ways to show student learning.

30 Demonstrating Learning

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

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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: 4/30/2020
Reviewed on:
Revised on: 8/17/2020
Terminated on:

1 **Trinity Elementary**

2

3 **COVID-19 Emergency Measures**

1907

4

5 School District Declaration of Emergency

6

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

15

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

17

18 Policy History:

19 Adopted on: 4/30/2020

20 Reviewed on:

21 Revised on: 8/17/2020

22 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1908

4
5 Family Engagement

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

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

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

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

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

35
36 Policy History:

37 Adopted on: 4/30/2020

38 Reviewed on:

39 Revised on: 8/17/2020

40 Terminated on:

1 **Trinity Elementary**

3 **COVID-19 Emergency Measures**

1908F

6 Family Onsite Instruction Opt-Out Form

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

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

24 I, _____, Parent or Guardian of, _____ a student enrolled at _____ School District, request my student receive educational services and instruction at an offsite location and/or for the duration of the declared public health emergency in a manner consistent with the methods identified by the School District.

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

37 _____
Parent

_____ Date

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

46 Policy History:
47 Adopted on: 4/30/2020
48 Reviewed on:
49 Revised on: 8/17/2020
50 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1909

4
5 Human Resources and Personnel

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

12
13 Work Schedule and Assignment for Certified Staff

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

23
24 Work Schedule and Assignment of Duties for Classified Staff

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

32 Personal Conduct

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

37 Student Services

38
39 Students shall have access to regular instructional services whether their instruction is provided
40 in an onsite, offsite, or online setting. Staff shall promptly report any suspected violation of
41 School District Policy or concern about student health, well-being, or safety to their supervisor
42 for review and referral. Students receiving instruction in an offsite or online setting are governed
43 by all applicable laws, including the staff obligation to report suspected child abuse or neglect.
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4 Compensation and Benefits
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6 Staff shall continue to earn regular compensation and benefits during the period of declared
7 public health emergency. Payroll dates and schedules are not affected by an applicable public
8 health emergency.
9

10
11 Evaluation of Staff
12

13 The Board of Trustees authorizes the administration to adjust or waive the schedule for
14 evaluation of staff to accommodate the changes to the school calendar in response to a public
15 health emergency unless there is a Collective Bargaining Agreement or Memorandum of
16 Understanding specifying the evaluation process of a member of a bargaining unit.
17

18
19 Cross Reference: Policy 1905 - Student, Staff and Community Health and Safety
20 Policy 1906 – Student Instruction
21 Policy 5140 – Classified Assignment
22 Policy 5210 – Assignments and Transfers
23 Policy 5221 – Work Day
24 Policy 5232 – Abused and Neglected Child Reporting
25 Policy 5255 – Disciplinary Action
26 Policy 5223 – Personal Conduct
27 Policy 5012 – Sexual Harassment
28 Policy 5015- Bullying and Intimidation
29 Policy 5130 – Staff Health
30 Policy 5230 – Prevention of Disease Transmission
31 Policy 5222 – Evaluation of Certified and Classified Staff
32

33 Policy History:

34 Adopted on: 4/30/2020

35 Reviewed on:

36 Revised on: 8/17/2020

37 Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1909P

4
5 Administrative Procedures for Employee Telework

- 6
- 7 1. Trinity Elementary recognizes telecommuting as a voluntary work plan, agreed upon
8 between the School District, and the employee, in which the employee works at an
9 alternative worksite on a regular basis on a specified schedule.
 - 10
 - 11 2. Telecommuting is an accommodation and not a District-wide benefit; and it in no way
12 changes the terms and conditions of employment.
 - 13
 - 14 3. Not all School District jobs are suitable for telecommuting/teleworking.
 - 15
 - 16 4. The supervisor, in consultation with the Superintendent, will approve or deny
17 telecommuting requests after considering several factors, including, but not limited to:
18
 - 19 a. Is the position suitable for telecommuting?
 - 20 b. Does the employee consistently demonstrate work habits that are well-suited to
21 telecommuting, including, but not limited to self-motivation, self-discipline, the
22 ability to work independently; a demonstrated commitment to effective use of
23 technology; and a demonstrated record of meeting established performance
24 expectations?
 - 25 c. Does the telework plan meet the needs of students and serve School District's
26 business and operational needs?
 - 27 d. Has the employee identified a sufficient basis to require an accommodation
28 through a telework plan?
 - 29 e. Does the employee demonstrate a commitment to and assurance of providing
30 students and colleagues with reliable, high quality and efficient/timely service,
31 commensurate with the School District's strategic plan?
 - 32 f. Does the employee have a plan for overcoming any potential loss of impact on
33 and benefit from personal interactions with colleagues and students?
 - 34 g. Does the employee have a plan for addressing equity and adequacy of workloads
35 among colleagues?
 - 36
 - 37 5. The employment relationship for an employee telecommuting stays the same as for
38 employees not working from an alternative worksite. Compensation does not change, and
39 employees are expected to follow all existing job requirements, School District policies,
40 guidelines and expectations that are in effect in the main office. In addition, the employee
41 shall honor the following guidelines:
 - 42 a. Be available by phone and e-mail during normal work hours. Absences (including
43 unavailability during work hours) must be pre-approved.
 - 44 b. Promptly notify the supervisor when unable to perform work assignments due to
45 illness, equipment failure, or other unforeseen circumstances.
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- c. Alter their schedule to attend mandatory meetings or other situations needing a physical presence and/or as needed by the supervisor or executive director.
 - d. Assure the alternative worksite is adequate and safe and has sufficient phone service; a secure internet connection with enough speed to perform work; and that confidential information will be safeguarded.
 - e. Use, exclusively, the computer and software provided and configured with security software by the School District.
 - f. Have adequate dependent care arrangements in place to ensure the employee's ability to telecommute.
 - g. Report, at once, to their supervisor any injury that occurs at the alternative site during work hours.
 - h. Refrain from having in-person meetings or instruction at the alternative worksite unless pre-approved by their supervisor.
7. Supervisors will regularly check employee compliance with the telecommuting agreement, relevant policies and guidelines, performance standards, expectations for work products, productivity and time accountability.
8. Telecommuting plans are subject to change at the discretion of the School District.

Policy History:

Adopted on: 4/30/2020

Reviewed on:

Revised on: 8/17/2020

Terminated on:

1 **Trinity Elementary**

2
3 **COVID-19 Emergency Measures**

1910

4
5 Personnel Use of Leave

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

11
12
13 District Leave

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

18
19
20 Federal Law Controls Federal Leave Provisions

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

31
32
33 Emergency Paid Sick Leave

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

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

1
2
3
4
5 the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury
6 and Labor.

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

10
11
12 Emergency Family Medical Leave

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

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

22
23 Legal Reference: Families First Coronavirus Response Act

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

34
35 Policy History:

36 Adopted on: 4/30/2020

37 Reviewed on:

38 Revised on: 8/17/2020

39 Terminated on:

TRINITY ELEMENTARY - EMPLOYEE REQUEST FORM - EMERGENCY PAID SICK LEAVE

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

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

EMPLOYEE REQUEST FOR LEAVE AT FULL PAY

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

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

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

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

EMPLOYEE REQUEST FOR LEAVE AT 2/3 PAY

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

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

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

Name(s) of the individual(s) being cared for: _____

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

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

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

Section Continued from previous page

Name(s) and Age(s) of Child or Children: _____

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

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

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

SUPPLEMENT 2/3 PAY WITH ACCRUED DISTRICT LEAVE

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

Vacation: _____ Hours Sick Leave: _____ Hours Personal: _____ Hours

EMPLOYEE CERTIFICATION AND SIGNATURE

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

Employee Signature: _____ Date: _____

FOR SCHOOL DISTRICT USE ONLY

Request Received By: _____ Date: _____

Leave Approved By: _____ Date: _____

Period of Leave: _____

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

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

TRINITY ELEMENTARY - 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 **Trinity Elementary**

2

3 **COVID-19 Emergency Measures**

1911

4

5 School District Budget Adoption, Amendment and Audit

6

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

16

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

19

20 Policy History:

21 Adopted on: 4/30/2020

22 Reviewed on:

23 Revised on:

24 Terminated on:

1 **Trinity Elementary**

2

3 **COVID-19 Emergency Measures**

1912

4

5 School District Elections Rescheduled Due to Emergency

6

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

14

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

18

19

20 Policy History:

21 Adopted on: 4/30/2020

22 Reviewed on:

23 Revised on:

24 Terminated on:

TRINITY ELEMENTARY

R = required

2000 SERIES INSTRUCTION

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1 **Trinity Elementary**

2
3 **INSTRUCTION**

2000

4
5 Goals

6
7 The District shall provide an equal opportunity for all students to receive an education that will enable each
8 to fulfill their optimum role in society, commensurate with individual ability, in compliance with legal
9 requirements and reflecting the desires of the people.

10
11 The instructional programs, methods and resources shall meet the needs of each individual student,
12 regardless of race, color, creed, sex or level of ability. The District recognizes that equal opportunity
13 education does not imply uniformity and that each student's unique characteristics must be acknowledged.

14
15 The instructional programs, methods and materials shall not imply, teach or encourage any beliefs or
16 practices reflecting bias or discrimination toward other individuals or groups and shall not deny others their
17 basic human rights.

18
19 To help students transform their potential into actuality, their basic, quality education should enable them to:

- 20
- 21 1. Find joy in learning;
- 22 2. Communicate ideas, knowledge, thoughts, and feelings in a variety of formats and through
- 23 a variety of media;
- 24 3. Reason critically and creatively;
- 25 4. Develop personal responsibility;
- 26 5. Assume social responsibility;
- 27 6. Be effective in a changing world;
- 28 7. Learn who they are becoming.
- 29

30 This goal statement and the philosophy found in policy #1514 shall be publicized and be made available to
31 interested citizens. This statement shall be reviewed annually and revised as deemed necessary.

32
33 The staff is responsible for apprising the Board of the educational program's current and future status. They
34 should consider the following:

- 35
- 36 1. Review and Evaluation of present curriculum;
- 37 2. Future curriculum and resource needs;
- 38 3. Elimination of any sexual, cultural, ethnic, or religious bias that may be present;
- 39 4. Implementation of new or revised instructional programs; and
- 40 5. Review of present and future facility needs.
- 41
- 42
- 43

44 Legal Reference: 10.55.701, ARM Board of Trustees

45
46 Policy History:

47 Adopted on: 10/11/18

48 Reviewed on:

49 Revised on:

2
3 **INSTRUCTION**

4
5
6 School Year Calendar and Day

7
8 School Calendar

9
10 Subject to §§ 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement
11 covering the employment of affected employees, the trustees of a school district shall set the number
12 of hours in a school term, the length of the school day, and the number of school days in a school
13 week. When proposing to adopt changes to a previously adopted school term, school week, or school
14 day, the trustees shall: (a) negotiate the changes with the employees affected by the changes; (b) and
15 from the people who live within the boundaries of the school district.

16
17 Commemorative Holidays

18
19 Teachers and students will devote a portion of the day on each commemorative holiday designated in
20 § 20-1-306, MCA, to study and honor the commemorated person or occasion. The Board may from
21 time to time designate a regular school day as a commemorative holiday.

22
23 Saturday School

24
25 Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose
26 of providing additional pupil instruction, provided that: (a) Saturday school is not a pupil-
27 instruction day and does not count toward the minimum aggregate hours of pupil instruction; and
28 (b) student attendance is voluntary.

29
30 School Fiscal Year

31
32 At least the minimum number of aggregate hours must be conducted during each school fiscal year.
33 The minimum aggregate hours required by grade are:

- 34 (a) A minimum of 360 aggregate hours for a kindergarten program;
- 35 (b) 720 hours for grades 1 through 3;
- 36 (c) 1,080 hours for grades 4 through 12.

37
38 The minimum aggregate hours, described above, are not required for any pupil demonstrating
39 proficiency pursuant to 20-9-311(4)(d), MCA.

40
41 In addition, seven (7) pupil instruction-related days may be scheduled for the following purposes:

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

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

Legal References:	§ 20-1-301, MCA	School fiscal year
	§ 20-1-302, MCA	School 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 10.55.714	Professional Development
	ARM 10.55.906	High School Credit

Policy History:
Adopted on: 10/11/18
Reviewed on:
Revised on: 08/14/19

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2105

4
5 Grade Organization

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

10
11 Instructional programs will be coordinated between each grade.

12
13 A student will be assigned to an instructional group or to a classroom which will best serve the
14 needs of that individual while still considering the rights and needs of other students.

15
16 Criteria for grouping will be based on learning goals and objectives addressed and the student's
17 ability to achieve those purposes.

18
19
20
21 Legal Reference: § 20-6-501, MCA Definition of various schools

22
23 Policy History:

24 Adopted on: 10/11/18

25 Reviewed on:

26 Revised on:

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2120

4
5 Curriculum and Assessment

6
7 The Board is responsible for curriculum adoption and must approve all significant changes, including the
8 adoption of new textbooks and new courses, before such changes are made. The Teachers are responsible
9 for making curriculum recommendations. The District shall ensure their curriculum is aligned to all
10 content standards and the appropriate learning progression for each grade level.
11

12 A written sequential curriculum will be developed for each subject area. The curricula will address
13 learner goals, content and program area performance standards, and District education goals and will be
14 constructed to include such parts of education as content, skills, and thinking. The District shall review
15 curricula at least every five (5) years or consistent with the state’s standards revision schedule, and
16 modify, as needed, to meet educational goals of the continuous school improvement plan pursuant to
17 ARM 10.55.601.
18

19 The staff and administration will suggest materials and resources, to include supplies, books, materials,
20 and equipment necessary for development and implementation of the curriculum and assessment, which
21 are consistent with goals of the education program.
22

23 The District shall maintain their programs consistent with the state’s schedule for revising standards.
24

25 The District shall assess the progress of all students toward achieving content standards and content-
26 specific grade-level learning progressions in each program area. The District shall use assessment results,
27 including state-level achievement information obtained by administration of assessments pursuant to
28 ARM 10.56.101 to examine the educational program and measure its effectiveness. The District shall use
29 appropriate multiple measures and methods, including state-level achievement information obtained by
30 administration of assessments pursuant to the requirements of ARM 10.56.101, to assess student progress
31 in achieving content standards and content-specific grade-level learning progressions in all program areas.
32 The examination of program effectiveness using assessment results shall be supplemented with
33 information about graduates and other students no longer n attendance.
34

35 Cross Reference: 2000 Goals

36
37 Legal Reference: § 20-3-324, MCA Powers and duties
38 § 20-4-402, MCA Duties of district superintendent or county high
39 school principal
40 § 20-7-602, MCA Textbook selection and adoption
41 10.55.603, ARM Curriculum and Assessment

42 Policy History:
43 Adopted on: 10/11/18
44 Reviewed on:
45 Revised on:
46

1 **Trinity Elementary**

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 Supervising
19 Teacher. Parental approval is necessary before administering an individual intelligence test or a
20 diagnostic personality test. No tests or measurement devices which include questions about a
21 student’s or the student’s family’s personal beliefs and practices in family life, morality, and
22 religion will be administered, unless the parent gives written permission for the student to take
23 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 Policy History:
 31 Adopted on: 10/11/18
 32 Reviewed on:
 33 Revised on:
 34

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2132
page 1 of 3

4
5 Student and Family Privacy Rights

6
7 Surveys - General

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

13
14 Surveys Created by a Third Party

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

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

23
24 Surveys Requesting Personal Information

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

- 28
- 29 1. Political affiliations or beliefs of the student or the student's parent/guardian;
 - 30 2. Mental or psychological problems of the student or the student's family;
 - 31 3. Behavior or attitudes about sex;
 - 32 4. Illegal, antisocial, self-incriminating, or demeaning behavior;
 - 33 5. Critical appraisals of other individuals with whom students have close family
34 relationships;
 - 35 6. Legally recognized privileged or analogous relationships, such as those with lawyers,
36 physicians, and ministers;
 - 37 7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian;
 - 38 8. Income (other than that required by law to determine eligibility for participation in a
39 program or for receiving financial assistance under such program).
- 40

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

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

1
2
3
4 Instructional Material
5

6 A student's parent(s)/guardian(s) may, within a reasonable time of the request, inspect any
7 instructional material used as part of their child's educational curriculum.
8

9 The term "instructional material," for purposes of this policy, means instructional content that is
10 provided to a student, regardless of its format, printed or representational materials, audio-visual
11 materials, and materials in electronic or digital formats (such as materials accessible through the
12 Internet). The term does not include academic tests or academic assessments.
13

14 Collection of Personal Information From Students for Marketing Prohibited
15

16 The term "personal information," for purposes of this section only, means individually
17 identifiable information including: (1) a student's or parent's first and last name, (2) a home or
18 other physical address (including street name and the name of the city or town), (3) telephone
19 number, or (4) a Social Security identification number.
20

21 The District will not collect, disclose, or use student personal information for the purpose of
22 marketing or selling that information or otherwise providing that information to others for that
23 purpose.
24

25 The District, however, is not prohibited from collecting, disclosing, or using personal
26 information collected from students for the exclusive purpose of developing, evaluating, or
27 providing educational products or services for, or to, students or educational institutions such as
28 the following:
29

- 30 1. College or other post-secondary education recruitment or military recruitment;
- 31 2. Book clubs, magazines, and programs providing access to low-cost literary products;
- 32 3. Curriculum and instructional materials used by elementary schools and secondary
33 schools;
- 34 4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or
35 achievement information about students (or to generate other statistically useful data for
36 the purpose of securing such tests and assessments) and the subsequent analysis and
37 public release of the aggregate data from such tests and assessments;
- 38 5. The sale by students of products or services to raise funds for school-related or education-
39 related activities;
- 40 6. Student recognition programs.
41

42 Notification of Rights and Procedures
43

44 The Supervising Teacher shall notify students' parents/guardians of:
45

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

- 1
- 2
- 3
- 4 2. How to opt their child out of participation in activities as provided in this policy;
- 5 3. The approximate dates during the school year when a survey requesting personal
- 6 information, as described above, is scheduled or expected to be scheduled;
- 7 4. How to request access to any survey or other material described in this policy.
- 8

9 This notification shall be given parents/guardians at least annually at the beginning of the school
10 year and within a reasonable period after any substantive change in this policy.
11
12
13

14 Cross Reference: 2311 Instructional Materials

15
16 Legal Reference: 20 U.S.C. 1232h Protection of Pupil Rights
17

18 Policy History:

19 Adopted on: 10/11/18

20 Reviewed on:

21 Revised on:
22

1 **Trinity Elementary**

2
3 **INSTRUCTION**

4
5
6 Suicide Awareness and Prevention

7
8 Professional Development

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

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

17
18 Youth suicide and prevention training may include:

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

26
27 Prevention and Response

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

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

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

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

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

Policy History:

Adopted on: 10/11/18
Reviewed on:
Revised on: 1/16/2020

1 **Trinity Elementary**

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.

15
16 All personnel coaching intramural or interscholastic activities will hold a current valid first aid
17 certificate.

18
19 The Board recognizes that certain risks are associated with participation in interscholastic
20 activities. While the District will strive to prevent injuries and accidents to students, each parent
21 or guardian will be required to sign an “assumption of risk” statement indicating that the parents
22 assume all risks for injuries resulting from such participation. Each participant will be required
23 to furnish evidence of physical fitness (physical form) prior to becoming a member of an athletic
24 team. A participant will be free of injury and will have fully recovered from illness before
25 participating in any event.

26
27 Coaches and/or trainers may not issue medicine of any type to students. This provision does not
28 preclude the coach and/or trainer from using approved first aid items.

29
30
31 Cross Reference: 3416 Administering Medicines to Students

32
33 Legal Reference: 10.55.707, ARM Teacher and Specialist Licensure
34 37.111.825, ARM Health Supervision and Maintenance

35
36 Policy History:

37 Adopted on: 10/11/18

38 Reviewed on:

39 Revised on:

TRINITY ELEMENTARY 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 Trinity Elementary 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: _____

5
6 Family Engagement Policy

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

16
17 Parent/Family Involvement Goals and Plan

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

- 24
- 25 1. Promote families to actively participate in the life of the school and feel welcomed,
26 valued, and connected to each other, to school staff, and to what students are learning and
27 doing in class;
 - 28
 - 29 2. Promote families and school staff to engage in regular, two-way meaningful
30 communication about student learning;
 - 31
 - 32 3. Promote families and school staff to continuously collaborate to support student learning
33 and healthy development both at home and at school and have regular opportunities to
34 strengthen their knowledge and skills to do so effectively;
 - 35
 - 36 4. Empower parents to be advocates for their own and other children, to ensure that students
37 are treated equitably and have access to learning opportunities that will support their
38 success;
 - 39
 - 40 5. Encourage families and school staff to be partners in decisions that affect children and
41 families and together inform, influence, and create policies, practices, and programs; and
42
 - 43 6. Encourage families and school staff to collaborate with members of the community to
44 connect students, families, and staff to expand learning opportunities, community
45 services, and civic participation.
- 46

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

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

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

Policy History:

Adopted on: 10/11/18

Reviewed on:

Revised on:

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2160
page 1 of 2

4
5 Title I Parent and Family Engagement

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

14
15 Pursuant to federal law the District will develop jointly with, agree upon with, and distribute to
16 parents of children participating in the Title I program a written parent and family engagement
17 policy. This may include meaningful consultation with employers, business leaders, and
18 philanthropic organizations, or individuals with expertise in effectively engaging parents and
19 family members in education.

20
21 At the required annual meeting of Title I parents and family members (including parents and
22 families of migrant students if applicable), parents and family members will have opportunities
23 to participate in the design, development, operation, and evaluation of the program for the next
24 school year. Proposed activities to fulfill the requirements necessary to address the requirements
25 of family engagement goals shall be presented.

26
27 In addition to the required annual meeting, at least three (3) additional meetings shall be held at
28 various times of the day and/or evening for parents and family members of children (including
29 parents and families of migrant children if applicable) participating in the Title I program. These
30 meetings shall be used to provide parents with:

- 31
- 32 1. Information about programs provided under Title I;
 - 33
 - 34 2. A description and explanation of the curriculum in use, the forms of academic assessment
35 used to measure student progress, and the proficiency levels students are expected to
36 meet;
 - 37
 - 38 3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions
39 relating to the education of their children; and
 - 40
 - 41 4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title
42 I program, to the District level.
 - 43

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

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

11
12 Each school in the District receiving Title I funds shall develop jointly with parents and family
13 members of children served in the program a “School-Parent Compact” outlining the manner in
14 which parents, school staff, and students share the responsibility for improved student academic
15 achievement in meeting state standards. The “School-Parent Compact” shall:

- 16
17 1. Describe the school’s responsibility to provide high quality curriculum and instruction in
18 a supportive and effective learning environment enabling children in the Title I program
19 to meet the state’s academic achievement standards;
20
21 2. Indicate the ways in which each parent will be responsible for supporting their child’s
22 learning, such as monitoring attendance, homework completion, and television watching;
23 volunteering in the classroom; and participating, as appropriate, in decisions related to
24 their child’s education and positive use of extracurricular time; and
25
26 3. Address the importance of parent-teacher communication on an ongoing basis with, at a
27 minimum, parent-teacher conferences, frequent reports to parents, and reasonable access
28 to staff.
29

30 The activities authorized under this policy may include establishing a parent advisory board
31 comprised of a sufficient number and representative group of parents or family members served
32 by the district to adequately represent the needs of the population served by the district for the
33 purposes of developing, revising, and reviewing the parent and family engagement policy.
34
35

36 Legal Reference: Title I of the Elementary and Secondary Education Act
37 20 U.S.C. §§ 6301-6514
38 § 1116 Every Student Succeeds Act
39

40 Policy History:
41 Adopted on: 10/11/18
42 Reviewed on:
43 Revised on: 08/14/19
44

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2160P
page 1 of 2

4
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6
7 Title I Parent Involvement

8
9 In order to achieve the level of Title I parent involvement desired by District policy on this topic,
10 these procedures guide the development of each school's annual plan designed to foster a
11 cooperative effort among parents, school, and community.

12
13 Guidelines

14
15 Parent involvement activities developed at each school will include opportunities for:

- 16
17 • Volunteering;
18 • Parent education;
19 • Home support for the child's education;
20 • Parent participation in school decision making.

21
22 The school system will provide opportunities for professional development and resources for
23 staff and parents/community regarding effective parent involvement practices.

24
25 Roles and Responsibilities

26
27 **Parents**

28
29 It is the responsibility of the parent to:

- 30
31 • Actively communicate with school staff;
32 • Be aware of rules and regulations of school;
33 • Take an active role in the child's education by reinforcing at home the skills and
34 knowledge the student has learned in school;
35 • Utilize opportunities for participation in school activities.

36
37 **Staff**

38
39 It is the responsibility of staff to:

- 40
41 • Develop and implement a school plan for parent involvement;
42 • Promote and encourage parent involvement activities;
43 • Effectively and actively communicate with all parents about skills, knowledge, and
44 attributes students are learning in school and suggestions for reinforcement;
45 • Send information to parents of Title I children in a format and, to the extent practicable,
46 in a language the parents can understand.

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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.

Policy History:
Adopted on: 10/11/18
Reviewed on:
Revised on:

1 **Trinity Elementary**

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: 10/11/18
27 Reviewed on:
28 Revised on:
29

2
3 **INSTRUCTION**

4
5 Special Education

6
7 Child Find

8
9 The District shall be responsible for the coordination and management of locating, identifying,
10 and evaluating all disabled children ages zero (-0-) through twenty-one (21). Appropriate staff
11 will design the District’s Child Find plan in compliance with all state and federal requirements
12 and with assistance from special education personnel who are delegated responsibility for
13 implementing the plan.

14
15 The District’s plan will contain procedures for identifying suspected disabled students in private
16 schools as identified in 34 C.F.R. 530.130 and 530.131(f), students who are home schooled,
17 homeless children, as well as public facilities located within the geographic boundaries of the
18 District. These procedures shall include screening and development criteria for further
19 assessment. The plan must include locating, identifying, and evaluating highly mobile children
20 with disabilities and children who are suspected of being a child with a disability and in need of
21 special education, even though the child is and has been advancing from grade to grade. The
22 District’s Child Find Plan must set forth the following:

- 23
- 24 1. Procedures used to annually inform the public of all child find activities, for children zero
- 25 through twenty-one;
- 26 2. Identity of the special education coordinator;
- 27 3. Procedures used for collecting, maintaining, and reporting data on child identification;
- 28 4. Procedures for Child Find Activities (including audiological, health, speech/language,
- 29 and visual screening and review of data or records for students who have been or are
- 30 being considered for retention, delayed admittance, long-term suspension or expulsion or
- 31 waiver of learner outcomes) in each of the following age groups:
- 32 A. Infants and Toddlers (Birth through Age 2)
- 33 Procedures for referral of infants and toddlers to the appropriate early intervention
- 34 agency, or procedures for conducting child find.
- 35 B. Preschool (Ages 3 through 5)
- 36 Part C Transition planning conferences; frequency and location of screenings;
- 37 coordination with other agencies; follow-up procedures for referral and
- 38 evaluation; and procedures for responding to individual referrals.
- 39 C. In-School (Ages 6 through 18)
- 40 Referral procedures, including teacher assistance teams, parent referrals, and
- 41 referrals from other sources; and follow-up procedures for referral and evaluation.
- 42 D. Post-School (Ages 19 through 21)
- 43 Individuals who have not graduated from high school with a regular diploma and
- 44 who were not previously identified. Describe coordination efforts with other
- 45 agencies.
- 46

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

7 F. Homeless Children

8 G. Dyslexia

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

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

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

17
18 The screening instrument shall be administered by an individual with an
19 understanding of, and training to identify, signs of dyslexia designed to assess
20 developmentally appropriate phonological and phonemic awareness skills.

21
22 If a screening suggests that a child may have dyslexia or a medical professional
23 diagnosis a child with dyslexia, the child's school district shall take steps to
24 identify the specific needs of the child and implement best practice interventions
25 to address those needs. This process may lead to consideration of the child's
26 qualification as a child with a disability under this policy.

27
28 Procedures for Evaluation and Determination of Eligibility

29
30 Procedures for evaluation and determination of eligibility for special education and related
31 services are conducted in accordance with the procedures and requirements of 34 C.F.R.
32 300.301-300.311 and the following state administrative rules:

33
34 10.16.3320 - Referral;

35 10.60.103 - Identification of Children with Disabilities;

36 10.16.3321 - Comprehensive Educational Evaluation Process;

37
38 Procedural Safeguards and Parental Notification

39
40 The District implements the procedural safeguard procedures as identified in 34 C.F.R. 300.500 -
41 300.530.

42
43 A copy of the procedural safeguards available to the parents of a child with a disability must be
44 given to the parents only one (1) time a school year, except that a copy also must be given to the
45 parents:
46

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- 3
- 4 • Upon initial referral or parent request for evaluation;
- 5 • Upon receipt of the first state complaint under 34 CFR 300.151 through 300.153 and
- 6 upon receipt of the first due process complaint under 34 CFR 300.507 in a school year;
- 7 • In accordance with the discipline procedures in 34 CFR 300.530(h) (...on the date on
- 8 which the decision is made to make a removal that constitutes a change of placement of a
- 9 child with a disability because of a violation of a code of student conduct, the LEA
- 10 must...provide the parents the procedural safeguards notice); and
- 11 • Upon request by a parent.
- 12

13 A public agency also may place a current copy of the procedural safeguard notice on its internet
14 website, if a website exists. [34 CFR 300.504(a) and (b)] [20 U.S.C. 1415(d)(1)]
15

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

23 The District shall give written notice to the parent of its recommendation to evaluate or not to
24 evaluate the student. The parent will be fully informed concerning the reasons for which the
25 consent to evaluate is sought. Written parental consent will be obtained before conducting the
26 initial evaluation or before reevaluating the student.
27

28 The recommendation to conduct an initial evaluation or reevaluation shall be presented to the
29 parents in their native language or another mode of communication appropriate to the parent. An
30 explanation of all the procedural safeguards shall be made available to the parents when their
31 consent for evaluation is sought. These safeguards will include a statement of the parents' rights
32 relative to granting the consent.
33

34 Evaluation of Eligibility

35

36 Evaluation of eligibility for special education services will be consistent with the requirements of
37 34 C.F.R. 300.301 through 300.311 regarding Procedures for Evaluation and Determination of
38 Eligibility; and shall also comply with A.R.M. 10.16.3321.
39

40 Individualized Education Programs

41

42 The District develops, implements, reviews, and revises individualized education programs (IEP)
43 in accordance with the requirements and procedures of 34 C.F.R. 300.320-300.328.
44

45 Least Restrictive Environment

46

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

12 13 Children in Private Schools/Out-of District Placement

14
15 Children with a disability placed in or referred to a private school or facility by the District, or
16 other appropriate agency, shall receive special education and related services in accordance with
17 the requirements and procedures of 34 C.F.R. 300.145 through 300.147 and A.R.M. 10.16.3122.

18
19 As set forth under 34 C.F.R. 300.137, children with a disability placed in or referred to a private
20 school or facility by parents do not have an individual right to special education and related
21 services at the District's expense. When services are provided to children with disabilities
22 placed by parents in private schools, the services will be in accordance with the requirements and
23 procedures of 34. C.F.R. 300.130 through 300.144, and 300.148.

24 25 Impartial Due Process Hearing

26
27 The District shall conduct the impartial hearing in compliance with the Montana Administrative
28 Rules on matters pertaining to special education controversies.

29 30 Special Education Records and Confidentiality of Personally Identifiable Information

31 32 A. Confidentiality of Information

33
34 The District follows the provisions under the Family Educational Rights and Privacy Act and
35 implements the procedures in 34 C.F.R. 300.610-300.627, § 20-1-213, MCA, and A.R.M.
36 10.16.3560.

37 38 B. Access Rights

39
40 Parents of disabled students and students eighteen (18) years or older, or their representative,
41 may review any educational records which are designated as student records collected,
42 maintained, and used by the District. Review shall normally occur within five (5) school days
43 and in no case longer than forty-five (45) days. Parents shall have the right to an explanation or
44 interpretation of information contained in the record. Non-custodial parents shall have the same
45 right of access as custodial parents, unless there is a legally binding document specifically
46 removing that right.

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4 C. List of Types and Locations of Information.
5

6 A list of the records maintained on disabled students shall be available in the District office.
7 Disabled student records shall be located in the special education classroom, where they are
8 available for review by authorized District personnel, parents, and adult students. Special
9 education teachers will maintain an IEP file in their classrooms. These records will be
10 maintained under the direct supervision of the teacher and will be located in a locked file cabinet.
11 A record-of-access sheet in each special education file will specify the District personnel who
12 have a legitimate interest in viewing these records.
13

14 D. Safeguards
15

16 The District will identify in writing the employees who have access to personally identifiable
17 information, and provide training on an annual basis to those staff members.
18
19

20 E. Destruction of Information
21

22 The District will inform parents five (5) years after the termination of special education services
23 that personally identifiable information is no longer needed for program purposes. Medicaid
24 reimbursement records must be retained for a period of at least six years and three months from
25 the date on which the service was rendered or until any dispute or litigation concerning the
26 services is resolved, whichever is later. The parent will be advised that such information may be
27 important to establish eligibility for certain adult benefits. At the parent's request, the record
28 information shall either be destroyed or made available to the parent or to the student if eighteen
29 (18) years or older. Reasonable effort shall be made to provide the parent with notification sixty
30 (60) days prior to taking any action on destruction of records. Unless consent has been received
31 from the parent to destroy the record, confidential information will be retained for five (5) years
32 beyond legal school age.
33

34 F. Children's Rights
35

36 Privacy rights shall be transferred from the parent to an adult student at the time the student
37 attains eighteen (18) years of age, unless some form of legal guardianship has been designated
38 due to the severity of the disabling condition.
39

40 Discipline
41

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

1
2
3
4 above ten (10) school days in the same school year, the District will provide educational services
5 to a disabled student, which will be determined in consultation with at least one (1) of the child's
6 teachers, determining the location in which services will be provided. The District will
7 implement the disciplinary procedures in accord with the requirements of CFR 300.530-300.537.
8
9

10

11	Legal Reference:	34 CFR 300.1, et seq.	Individuals with Disabilities Act (IDEA)
12		§ 20-1-213, MCA	Transfer of school records
13		10.16.3122 ARM	Local Educational Agency Responsibility for
14			Students with Disabilities
15		10.16.3220 ARM	Program Narrative
16		10.16.3321 ARM	Comprehensive Educational Evaluation Process
17		10.16.3340 ARM	Individualized Education Program and Placement
18			Decisions
19		10.16.3560 ARM	Special Education Records
20		10.60.103 ARM	Identification of Children with Disabilities
21		37.85.414 ARM	Maintenance of Records and Auditing (Medicaid)
22		Chapter 227 (2019)	Montana Dyslexia Screening and Intervention Act

23
24

25 Procedure History:

26 Promulgated on: 10/11/18

27 Reviewed on:

28 Revised on: 1/16/2020

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2162

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

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

16
17 The County Superintendent is the 504 Coordinator for Trinity Elementary.
18
19
20

21 Legal Reference: Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
22 34 C.F.R. 104.36 Procedural safeguards

23 Policy History:
24 Adopted on: 10/11/18
25 Reviewed on:
26 Revised on:
27

4
5 Section 504 of the Rehabilitation Act of 1973 ("Section 504")

- 6
7 (1) Impartial Due Process Hearing. If the parent or legal guardian of a student who qualifies
8 under Section 504 for special instruction or related services disagrees with a decision of
9 the District with respect to: (1) the identification of the child as qualifying for Section
10 504; (2) the District's evaluation of the child; and/or (3) the educational placement of the
11 child, the parents of the student are entitled to certain procedural safeguards. The student
12 shall remain in his/her current placement until the matter has been resolved through the
13 process set forth herein.
14
- 15 A. The District shall provide written notice to the parent or legal guardian of a
16 Section 504 student, prior to initiating an evaluation of the child and/or
17 determining the appropriate educational placement of the child, including special
18 instruction and/or related services;
19
- 20 B. Upon request, the parent or legal guardian of the student shall be allowed to
21 examine all relevant records relating to the child's education and the District's
22 identification, evaluation, and/or placement decision;
23
- 24 C. The parent or legal guardian of the student may make a request in writing for an
25 impartial due process hearing. The written request for an impartial due process
26 hearing shall identify with specificity the areas in which the parent or legal
27 guardian is in disagreement with the District;
28
- 29 D. Upon receipt of a written request for an impartial due process hearing, a copy of
30 the written request shall be forwarded to all interested parties within three (3)
31 business days;
32
- 33 E. Within ten (10) days of receipt of a written request for an impartial due process
34 hearing, the District shall select and appoint an impartial hearing officer who has
35 no professional or personal interest in the matter. In that regard, the District may
36 select a hearing officer from the list of special education hearing examiners
37 available at the Office of Public Instruction, the county superintendent, or any
38 other person who would conduct the hearing in an impartial and fair manner;
39
- 40 F. Once the District has selected an impartial hearing officer, the District shall
41 provide the parent or legal guardian and all other interested parties with notice of
42 the person selected;
43
- 44 G. Within five (5) days of the District's selection of a hearing officer, a prehearing
45 conference shall be scheduled to set a date and time for a hearing, identify the
46 issues to be heard, and stipulate to undisputed facts to narrow the contested

1
2
3
4 factual issues;

5
6 H. The hearing officer shall, in writing, notify all parties of the date, time, and
7 location of the due process hearing;

8
9 I. Anytime prior to the hearing, the parties may mutually agree to submit the matter
10 to mediation. A mediator may be selected from the Office of Public Instruction's
11 list of trained mediators;

12
13 J. At the hearing, the District and the parent or legal guardian may be represented by
14 counsel;

15
16 K. The hearing shall be conducted in an informal but orderly manner. Either party
17 may request that the hearing be recorded. Should either party request that the
18 hearing be recorded, it shall be recorded using either appropriate equipment or a
19 court reporter. The District shall be allowed to present its case first. Thereafter
20 the parent or legal guardian shall be allowed to present its case. Witnesses may
21 be called to testify, and documentary evidence may be admitted; however,
22 witnesses will not be subject to cross-examination, and the Montana Rules of
23 Evidence will not apply. The hearing officer shall make all decisions relating to
24 the relevancy of all evidence intended to be presented by the parties. Once all
25 evidence has been received, the hearing officer shall close the hearing. The
26 hearing officer may request that both parties submit proposed findings of fact,
27 conclusions, and decision;

28
29 L. Within twenty (20) days of the hearing, the hearing examiner should issue a
30 written report of his/her decision to the parties;

31
32 M. Appeals may be taken as provided by law. The parent or legal guardian may
33 contact the Office of Civil Rights, 912 2nd Avenue, Seattle, WA 98714-1099;
34 (206) 220-7900.

35
36 (2) Uniform Complaint Procedure. If a parent or legal guardian of the student alleges that
37 the District and/or any employee of the District has engaged in discrimination or
38 harassment of the student, the parent or legal guardian will be required to proceed
39 through the District's Uniform Complaint Procedure.
40

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

42
43 Policy History:

44 Adopted on: 10/11/18

45 Reviewed on:

46 Revised on:
47

1 **Trinity Elementary**

2

3 **INSTRUCTION**

2221

4

5 School Closure

6

7 The Board of Trustees 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 Legal Reference: §§ 20-9-801 - 802, MCA Emergency School Closure
17 § 20-9-806, MCA School closure by declaration of emergency

18

19 Policy History:

20 Adopted on: 10/11/18

21 Reviewed on:

22 Revised on:

23

1 **Trinity Elementary**

2

3 **INSTRUCTION**

2250

4

5 Community and Adult Education

6

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

11

12

13

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

15

16 Policy History:

17 Adopted on: 10/11/18

18 Reviewed on:

19 Revised on:

20

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2309

4
5 Library Materials

6
7 School library and classroom library books are primarily for use by District students and staff.
8 Library books may be checked out by either students or staff. Individuals who check out books
9 are responsible for the care and timely return of those materials. The supervising teacher may
10 assess fines for damaged or unreturned books.

11
12 District residents and parents or guardians of non-resident students attending the District may be
13 allowed use of library books, at the discretion of the supervising teacher. However, such access
14 shall not interfere with regular school use of those books. Use of library books outside of the
15 District is prohibited except for inter-library loan agreements with other libraries.

16
17 Any individual may challenge the selection of materials for the library/media center. The
18 Uniform Complaint Procedure will be utilized to determine if challenged material is properly
19 located in the library.
20
21
22

23 Cross Reference: 1700 Uniform Complaint Procedure
24 2314 Learning Materials Review

25
26 Legal Reference: § 20-4-402(5), MCA Duties of district superintendent or county high
27 school principal
28 § 20-7-203, MCA Trustees' policies for school library
29 § 20-7-204, MCA School library book selection

30 Policy History:
31 Adopted on: 10/11/18
32 Reviewed on:
33 Revised on:
34

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2310

4
5 Selection of Library Materials

6
7 The District has a library with the primary objective of implementing and supporting the
8 educational program in the school. It is the objective of this library to provide a wide range of
9 materials on all appropriate levels of difficulty, with diversity of appeal and the presentation of
10 different points of view.

11
12 The provision of a wide variety of library materials at all reading levels supports the District's
13 basic principle that the school in a free society assists all students to develop their talents fully so
14 that they become capable of contributing to the further good of that society.

15
16 In support of these objectives, the Board reaffirms the principles of intellectual freedom inherent
17 in the First Amendment of the Constitution of the United States and expressed in the School
18 Library Bill of Rights, endorsed by the American Association of School Librarians in 1969.

19
20 Although the supervising teacher is responsible for selection of library materials, ultimate
21 responsibility rests with the Board.

22
23 The Board delegates authority for selection of library materials to the supervising teacher.
24

25
26
27 Legal reference: § 20-4-402(5), MCA Duties of district superintendent or county high
28 school principal
29 § 20-7-203, MCA Trustees' policies for school library
30 § 20-7-204, MCA School library book selection
31

32 Policy History:
33 Adopted on: 10/11/18
34 Reviewed on:
35 Revised on:
36

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2310P

4
5 Selection of Library Materials

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

10
11 Weeding

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

17
18 Discarded materials will be clearly indicated.

19
20 Materials will be discarded in compliance with § 20-6-604, MCA. When the decision to sell or
21 dispose of library materials is made, the Board will adopt a resolution to sell or otherwise
22 dispose of the material because it is or is about to become abandoned, obsolete, undesirable, or
23 unsuitable for the school purposes of the District. The Board will publish a notice of the
24 resolution in the newspaper of general circulation in Whitehall. The resolution may not become
25 effective for fourteen (14) days after notice is published.

26
27 Gifts

28
29 Gift materials may be accepted with the understanding they must meet criteria set for book
30 selection.

31
32
33 Policy History:

34 Adopted on: 10/11/18

35 Reviewed on:

36 Revised on:

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2311

4
5 Instructional Materials

6
7 The Board is legally responsible to approve and to provide the necessary instructional materials
8 used in the District. Textbooks and instructional materials should provide quality learning
9 experiences for students and:

- 10
- 11 • Enrich and support the curriculum;
- 12 • Stimulate growth in knowledge, literary appreciation, aesthetic value, and ethical
- 13 standards;
- 14 • Provide background information to enable students to make intelligent judgments;
- 15 • Present opposing sides of controversial issues;
- 16 • Be representative of the many religious, ethnic, and cultural groups and their
- 17 contributions to our American heritage;
- 18 • Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of
- 19 American society.
- 20

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

25
26 Instructional materials may be made available for loan to students when the best interest of the
27 District and student will be served by such a decision. Students will not be charged for normal
28 wear. They will be charged replacement cost, however, as well as for excessive wear,
29 unreasonable damage, or lost materials. The professional staff will maintain records necessary
30 for the proper accounting of all instructional materials.

31
32
33
34 Cross Reference: 2314 Learning Materials Review

35	Legal Reference:	§ 20-4-402, MCA	Duties of district superintendent or county high
36			school principal
37		§ 20-7-601, MCA	Free textbook provisions
38		§ 20-7-602, MCA	Textbook selection and adoption
39			
40			

41 Policy History:
42 Adopted on: 10/11/18
43 Reviewed on:
44 Revised on:
45

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2311P

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

6
7 The supervising teacher will generally be responsible to recommend textbooks and major
8 instructional materials purchases. Recommendations will be made to the Board.

9
10 Selection and Adoption

11
12 The selection criteria should include the following, along with other appropriate criteria.
13 Textbooks shall:

- 14
15 • Be congruent with identified instructional objectives;
16 • Present more than one viewpoint on controversial issues;
17 • Present minorities realistically;
18 • Present non-stereotypic models;
19 • Facilitate the sharing of cultural differences;
20 • Be priced appropriately.

21
22 Removal

23
24 Textbooks may be removed when they no longer meet the criteria for initial selection, when they
25 are worn out, or when they have been judged inappropriate through the Learning Materials
26 Review Process.

27
28
29 Policy History:

30 Adopted on: 10/11/18

31 Reviewed on:

32 Revised on:

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2312

4
5 Copyright

6
7 The District recognizes that federal law makes it illegal to duplicate copyrighted materials
8 without authorization of the holder of the copyright, except for certain exempt purposes. Severe
9 penalties may be imposed for unauthorized copying or use of audio, visual, or printed materials
10 and computer software, unless the copying or use conforms to the “fair use” doctrine.

11
12 Under the “fair use” doctrine, unauthorized reproduction of copyrighted materials is permissible
13 for such purposes as criticism, comment, news reporting, teaching, scholarship, or research.

14
15 Under the fair use doctrine, each of the following four standards must be met in order to use the
16 copyrighted document:

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

26
27 While the District encourages its staff to enrich learning programs by making proper use of
28 supplementary materials, it is the responsibility of staff to abide by District copying procedures
29 and obey requirements of law. Under no circumstances will it be necessary for staff to violate
30 copyright requirements in order to properly perform their duties. The District cannot be
31 responsible for any violations of the copyright law by its staff.

32
33 Any staff member who is uncertain as to whether reproducing or using copyrighted material
34 complies with District procedures or is permissible under the law should consult the Supervising
35 Teacher. The Supervising Teacher will assist staff in obtaining proper authorization to copy or
36 use protected materials, when such authorization is required.

37
38
39
40 Legal Reference: 17 USC 101 - 1010 Federal Copyright Law of 1976

41
42 Policy History:

43 Adopted on: 10/11/18

44 Reviewed on:

45 Revised on:

4
5 Copyright Compliance

6
7 Authorized Reproduction and Use of Copyrighted Material in Print

- 8
9
- 10 • Materials on the Internet should be used with caution since they may, and likely are, copyrighted.
 - 11 • Proper attribution (author, title, publisher, place and date of publication) should always be given.
 - 12 • Notice should be taken of any alterations to copyrighted works, and such alterations should only be made for specific instructional objectives.
 - 13 • 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.
- 14
15
16
17
18
19

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

26
27 1. Brevity

- 28
- 29 a. A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words.
 - 30 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.)
 - 31 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.
- 32
33
34
35
36
37
38
39

40 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.

41
42

43 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.

44
45
46

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 the 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

1
2
3
4 does not comprise a part of the whole musical work which would constitute a performable unit
5 such as a complete section, movement, or song;

- 6 • In an emergency, a teacher may make and use replacement copies of printed music for an
7 imminent musical performance when the purchased copies have been lost, destroyed or are
8 otherwise not available.
- 9 • Make and retain a single recording of student performances of copyrighted material when it is
10 made for purposes of evaluation or rehearsal;
- 11 • Make and retain a single copy of excerpts from recordings of copyrighted musical works for use
12 as aural exercises or examination questions; and,
- 13 • Edit or simplify purchased copies of music or plays provided that the fundamental character of
14 the work is not distorted. Lyrics shall not be altered or added if none exist.

15
16 Performance by teachers or students of copyrighted musical or dramatic works is permitted without the
17 authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting.
18 The purpose shall be instructional rather than for entertainment.

19
20 Performances of nondramatic musical works that are copyrighted are permitted without the authorization
21 of the copyright owner, provided that:

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

25
26 All other musical and dramatic performances require permission from the copyright owner. Parents or
27 others wishing to record a performance should check with the sponsor to ensure compliance with
28 copyright.

29 30 Recording of Copyrighted Programs

31
32 Television programs, excluding news programs, transmitted by commercial and non-commercial
33 television stations for reception by the general public without charge may be recorded off-air
34 simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained
35 by a school for a period not to exceed the first forty-five (45) consecutive calendar days after date of
36 recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed
37 immediately. Certain programming such as that provided on public television may be exempt from this
38 provision; check with the teacher or the subscription database, e.g. unitedstreaming.

39 40 USE OF INFORMATION RESOURCES REGULATION

41
42 Off-air recording may be used once by individual teachers in the course of instructional activities, and
43 repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive
44 school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air
45 recordings may be made only at the request of and used by individual teachers, and may not be regularly
46 recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the
47 request of the same teacher, regardless of the number of times the program may be broadcast. A limited
48 number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers.
49 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.

Policy History:

Adopted on: 10/11/18

Reviewed on:

Revised on:

1 **Trinity Elementary**

2

3 **INSTRUCTION**

2314

4

5 Learning Materials Review

6

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

10

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

14

15

16

17 Cross Reference: 1700 Uniform Complaint Procedure

18

19 Policy History:

20 Adopted on: 10/11/18

21 Reviewed on:

22 Revised on:

23

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2320

Page 1 of 2

4
5 Field Trips, Excursions, and Outdoor Education

6
7 The District recognizes that field trips when used as a device for teaching and learning integral to the
8 curriculum are an educationally sound and important ingredient in the instructional program of the schools.
9 Such trips can supplement and enrich classroom procedures by providing learning experiences in an
10 environment beyond the classroom. The District also recognizes that field trips may result in lost learning
11 opportunities in missed classes. Trustees do therefore endorse the use of field trips when the educational
12 objectives achieved by the trip clearly outweigh any lost learning opportunities. The Supervising Teacher
13 has the authority to approve day field trips.

14
15 Each field trip must be integrated with the curriculum and coordinated with classroom activities, which
16 enhance its usefulness.

17
18 No staff member may solicit students during instructional time for any privately-arranged field trip or
19 excursion without Board permission.

20
21 Field trips are defined as travel away from school premises, under the supervision of a teacher of an
22 approved course of study, for the purpose of affording students a direct learning experience not available in
23 the classroom. Overnight field trips require Board approval.

24
25
26
27 Policy History:

28 Adopted on: 10/11/18

29 Reviewed on:

30 Revised on:

1 **Trinity Elementary**

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 The teacher 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: 10/11/18
37 Reviewed on:
38 Revised on:
39

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2332
page 1 of 2

4
5 Religion and Religious Activities

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

11
12 Student Prayer and Discussion

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

19
20 Staff Members

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

27
28 Graduation Ceremonies

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

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

39
40 Assemblies, Extracurricular and Athletic Events

41
42 District officials may not invite or permit members of the clergy, staff members, or outsiders to
43 give prayers at school-sponsored assemblies and extracurricular or athletic events. District
44 officials also may not organize or agree to student requests for prayer at assemblies and other
45 school-sponsored events. Furthermore, prayer may not be broadcast over the school public
46 address system, even if the prayer is nonsectarian, nonproselytizing, and initiated by students.

1
2
3
4 Student Religious Expression and Assignments
5

6 Students may express their individual religious beliefs in reports, tests, homework, and projects.
7 Staff members should judge their work by ordinary academic standards, including substance,
8 relevance, appearance, composition, and grammar. Student religious expression should neither
9 be favored nor penalized.
10

11 Religion in the Curriculum
12

13 Staff members may teach students about religion in history, art, music, literature, and other
14 subjects in which religious influence has been and continues to be felt. However, staff members
15 may not teach religion or advocate religious doctrine or practice. The prohibition against
16 teaching religion extends to curricular decisions which promote religion or religious beliefs.
17

18 School programs, performances, and celebrations must serve an educational purpose. The
19 inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a
20 historical or independent educational purpose which contributes to the objectives of the approved
21 curriculum. School programs, performances, and celebrations cannot promote, encourage,
22 discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot
23 be oriented to religion or a religious holiday.
24

25 Student Religious Clubs
26

27 Students may organize clubs to discuss or promote religion, subject to the same constitutionally
28 acceptable restrictions the District imposes on other student-organized clubs.
29

30 Distribution of Religious Literature
31

32 Students may distribute religious literature to their classmates, subject to the same
33 constitutionally acceptable restrictions the District imposes on distribution of other non-school
34 literature. Outsiders may not distribute religious or other literature to students on school
35 property, consistent with and pursuant to the District policy on solicitations (Policy 4321).
36

37 Religious Holidays
38

39 Staff members may teach objectively about religious holidays and about religious symbols,
40 music, art, literature, and drama which accompany the holidays. They may celebrate the
41 historical aspects of the holidays but may not observe them as religious events.
42

43 Policy History:

44 Adopted on: 10/11/18

45 Reviewed on:

46 Revised on:
47

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2413

4
5 Credit Transfer and Assessment for Placement

6
7 Grades 1-8

8
9 Requests from parents of students in non-accredited, nonpublic schools for placement in the
10 District school system will be evaluated by the Supervising Teacher.

11
12 The assessment will take into account the following in its recommendation for grade placement:

- 13
14 1. Documentation that the non-accredited, nonpublic school has provided a comparable
15 number of hours as the child would have attended in a public or private school;
16
17 2. That the child followed a similar curriculum as would have been provided in an
18 accredited public or private school;
19
20 3. That the result of the end-of-the-year test indicates the student has mastered most
21 prerequisite skills; and
22

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

26
27 The District is not obligated to provide instructional materials for other public or private schools.

28
29 If a parent or guardian of a child is not in agreement with the placement of the child, he/she may
30 request a hearing before the Board.

31
32 Legal Reference: § 20-5-110, MCA School district assessment for placement of a child
33 who enrolls from a nonaccredited, nonpublic school
34

35 Policy History:

36 Adopted on: 10/11/18

37 Reviewed on:

38 Revised on:

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2421

4
5 Promotion and Retention

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

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

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

22
23
24
25 Policy History:

26 Adopted on: 10/11/18

27 Reviewed on:

28 Revised on:

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2450

4
5 Recognition of Native American Cultural Heritage

6
7 The District recognizes the distinct and unique cultural heritage of Native Americans and is
8 committed in the District’s educational goals to the preservation of such heritage.

9
10 In furtherance of the District’s educational goals, the District is committed to:

- 11
- 12 • Working cooperatively with Montana Tribes in close proximity to the District, when
13 providing instruction, when implementing educational goals or adopting rules relating to
14 education of students in the District;
- 15
- 16 • Periodically reviewing its curriculum to ensure the inclusion of cultural heritage of
17 Native Americans, which will include but not necessarily be limited to:
 - 18
 - 19 • Considering methods by which to provide books and materials reflecting
20 authentic historical and contemporary portrayals of Native Americans;
 - 21
 - 22 • Taking into account individual and cultural diversity and differences among
23 students;
 - 24
 - 25 • Providing necessary training for school personnel, with the objective of gaining an
26 understanding and awareness of Native American culture, which will assist the District’s
27 staff in its relations with Native American students and parents.
 - 28

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

31

32 Legal Reference:	Art. X, Sec. 1(2), Montana Constitution	
	§§ 20-1-501, et seq., MCA	Indian Education for All
	10.55.603 ARM	Curriculum and Assessment
	10.55.701 ARM	Board of Trustees
	10.55.803 ARM	Learner Access

37

38 Policy History:
 39 Adopted on: 10/11/18
 40 Reviewed on:
 41 Revised on:
 42

1 **Trinity Elementary**

2
3 **INSTRUCTION**

2510

4
5 School Wellness

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

- 9 • The School District will engage students, parents, teachers (especially teachers of physical
10 education), food service professionals, school health professionals, and other interested
11 community members in developing, implementing, monitoring, and reviewing District-wide
12 nutrition and physical activity policies and procedures.
- 13 • All students in grades K-12 will have opportunities, support, and encouragement to be physically
14 active on a regular basis.
- 15 • The School District will inform and update the public every three years, at a minimum, (including
16 parents, students, and others in the community) about the content and implementation of the local
17 wellness
18 policies. The District will also measure periodically and make available to the public an
19 assessment of the local wellness policy, including:
 - 20 • The extent to which schools are in compliance with the local wellness policy;
 - 21 • The extent to which the LEA’s local wellness policy compares to model local school
22 wellness policies; and
 - 23 • The progress made in attaining the goals of the local wellness policy.
- 24 • Foods and beverages sold or served at school will meet the nutrition recommendations of the *U.S.*
25 *Dietary Guidelines for Americans*.
- 26 • Qualified child nutrition professionals will provide students with access to a variety of affordable,
27 nutritious, and appealing foods which meet the health and nutrition needs of students; will
28 accommodate the religious, ethnic, and cultural diversity of the student body in meal planning;
29 and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- 30 • To the maximum extent practicable, all schools in the District will participate in available federal
31 school meal programs, including the School Breakfast Program and the National School Lunch
32 Program (including after-school snacks).
- 33 • Schools will provide nutrition education and physical education to foster lifelong habits of
34 healthy eating and physical activity and will establish linkages between health education and
35 school meal programs and with related community services.

36
37 The supervising teacher or his/her designee will develop procedures based on the following five (5) areas
38 of requirement:

- 39 a. Nutrition Education and Promotion Goals
- 40 b. Physical Activity Goals
- 41 c. Nutrition Standards for All Foods and Beverages
- 42 d. Other School-Based Wellness Activities
- 43 e. Governance and Evaluation

44
45 Legal Reference P.L. 108-265 Child Nutrition and WIC Reauthorization Act of 2004
46 P.L. 111-296 The Healthy, Hunger-Free Kids Act of 2010

47 Policy History:
48 Adopted on: 10/11/18
49 Reviewed on:
50 Revised on:

TRINITY ELEMENTARY

R = required

3000 SERIES STUDENTS

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3650
3650F

Pupil Online Personal Information Notification
Montana Data Privacy Agreement

1 **Trinity Elementary**

2
3 **STUDENTS**

4
5 Entrance, Placement, and Transfer

6
7 Entrance, Date, and Age

8
9 The trustees will enroll and admit a child to a school in the district when the child is 5 years of
10 age or older on or before the tenth (10th) day of September of the school year in which the child
11 is to enroll but is not yet 19 years of age who is a resident of the District. Parents may request a
12 waiver of the age requirement. All waivers are granted in the sole discretion of the Trustees.
13 Non-resident students may be admitted at the discretion of the Trustees. Children will be
14 enrolled in the grade identified in accordance with District policy or at the discretion of the of the
15 administration in consultation with the student’s parents or guardians. The District requires
16 proof of identity and an immunization record for every child to be admitted to District schools.
17 The trustees may at their discretion assign and admit a child to a school in the district who is
18 under 5 years of age or an adult who is 19 years of age or older if there are exceptional
19 circumstances that merit waiving the age provision.
20

21 School Entrance

- 22
- 23 1. The District requires that a student’s parents, legal guardian, or legal custodian present
24 proof of identity of the child¹ to the school within forty (40) days of enrollment, as well
25 as proof of residence in the District. Students who are not residents of the District may
26 apply for admission pursuant to Policy 3141.
27
 - 28 2. To be admitted to District schools, in accordance with the Montana Immunization Law, a
29 child must have been immunized against varicella, diphtheria, pertussis, tetanus,
30 poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents
31 approved by the department. Immunizations may not be required if a child qualifies for
32 conditional attendance or an exemption is filed as provided by Montana law.
33
 - 34 3. The above requirements are not to serve as barriers to immediate enrollment of students
35 designated as homeless or foster children as required by the Every Student Succeeds Act
36 (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work
37 with the local child welfare agency, the school last attended, or other relevant agencies to
38 obtain necessary enrollment documentation and ensure a student receives education
39 services in the best interests of the child. The Superintendent or designee shall serve as
40 point of contact with all applicable agencies to review records, facilitate services and
41 resolve disputes.
42

43 Placement

44
45 The District goal is to place students at levels and in settings that will increase the probability of
46 student success. Developmental testing, together with other relevant criteria, including but not

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

1
2
3
4 limited to health, maturity, emotional stability, and developmental disabilities, may be
5 considered in the placement of all students. Final disposition of all placement decisions rests
6 with the principal, subject to review by the Superintendent or the Board.
7

8 Transfer: District policies regulating the enrollment of students from other accredited elementary
9 and secondary schools are designed to protect the educational welfare of children.
10

11 Elementary Grades (K-8): A student transferring into the District will be admitted and placed
12 subject to observation by appropriate teachers and a building principal during a probation period
13 of two (2) weeks. Thereafter, should doubt arise as to initial grade and level placement of a
14 student, school personnel will conduct an educational assessment to determine appropriate grade
15 and level placement.
16

17 Secondary Grades (9-12) Credit Transfer: A transfer of credits from any secondary school is
18 subject to a satisfactory examination of the following:
19

- 20 1. Appropriate certificates of school accreditation;
- 21 2. Length of course, school day, and school year;
- 22 3. Content of applicable courses;
- 23 4. School building as it relates to credit earned (i.e., lab areas for appropriate science or
24 vocational instruction);
- 25 5. Appropriate evaluation of student performance leading toward credit issuance.
26

27 The District will follow Montana Accreditation Rules and Standards, along with local alternate
28 procedures for earning credit, in reviewing requests for transfer of credits. High school
29 principals have authority for approving credit transfers, subject to review by the Superintendent
30 or the Board.
31

32 Legal Reference:	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-403, MCA	Immunization required – release and 34 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 39 For Students with Disabilities
	10.55.601, et seq., ARM	Accreditation Standards: Procedures 41

42 Policy History:

43 Adopted on: 10/11/18

44 Reviewed on:

45 Revised on: 08/14/19; 1/16/2020

EDUCATIONAL AUTHORIZATION AFFIDAVIT

Trinity Elementary

The completion and signing of the affidavit before a notary public are sufficient to authorize educational enrollment and services and school-related medical care for the named child. Please print clearly.

The child named below lives in my home, and I am eighteen (18) years of age or older.

Name of child: _____

Child's date of birth: _____

My name (caretaker relative): _____

My date and year of birth: _____

My home address: _____

My relationship to the child: _____

(The caretaker relative must be an individual related by blood, marriage, or adoption by another individual to the child whose care is undertaken by the caretaker relative, but who is not a parent, foster parent, stepparent, or legal guardian of the child.)

I hereby certify that this affidavit is not being used for the purpose of circumventing school residency laws, to take advantage of a particular academic program or athletic activity, or for an otherwise unlawful purpose.

- The child was subject to formal disciplinary action, including suspension or expulsion, at the child's previous school. The school may require the child to comply with a behavior contract as a condition of enrollment.

Check the following if true (all must be checked for this affidavit to apply):

- A parent of the child identified above has left the child with me and has expressed no definite time period when the parent will return for the child.
- The child is now residing with me on a full-time basis.
- I am unable to locate or contact the parents of the child at this time to notify them of my intended authorization, or the parents refuse to regain custody of the child even though I have asked in writing that the parents do so.
- No adequate provision, such as appointment of a guardian ad litem or execution of a power of attorney, has been made for enrollment of the child in school, other educational services, or educationally related medical services.

DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT, OR YOU WILL BE COMMITTING A CRIME PUNISHABLE BY A FINE, IMPRISONMENT, OR BOTH.

I declare under penalty of false swearing under the laws of Montana that the foregoing is true and correct.

Signed this _____ day of _____, 20__.

(Signature of caretaker relative)

STATE OF MONTANA)
 : ss.
County of _____)

On this _____ day of _____, 20__, before me, a Notary Public for the state of Montana, personally appeared _____, known to me to be the person named in the foregoing Educational Authorization Affidavit, and acknowledged to me that _____ executed the same as _____ free act and deed for the purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(SEAL)

[name]
NOTARY PUBLIC for the state of Montana
Residing at _____, Montana
My commission expires: _____

NOTES:

1. Completion of this affidavit does not affect the rights of the child’s parents or legal guardian regarding the care, custody, and control of the child and does not mean that the caretaker relative has legal custody of the child.
2. A person who relies on this affidavit has no obligation to make any further inquiry or investigation.
3. The completed affidavit is effective for the earlier of:
 - a. The end of the first school year after delivery of the affidavit to a school district;
 - b. Until it has been revoked by the caretaker relative; or
 - c. Until the child no longer resides with the caretaker relative.

TO CARETAKER RELATIVES:

- If the child stops living with you, you shall notify anyone to whom you have given this affidavit, as well as anyone who received the affidavit from someone else.

TO PUBLIC AND PRIVATE SCHOOL OFFICIALS AND PUBLIC AND PRIVATE HEALTHCARE PROVIDERS:

- A public or private school official may require additional reasonable evidence that the caretaker relative lives at the address provided on the affidavit.
- A public or private entity or individual who acts in good-faith reliance upon a caretaker relative educational authorization affidavit to enroll a child in school or provide educational services or educationally related medical care, or both, without actual knowledge of facts contrary to those indicated in the affidavit, is not subject to criminal prosecution or civil liability to any person, or subject to any professional disciplinary action, for reliance on the affidavit completed.

1 **Trinity Elementary**

2
3 **STUDENTS**

3120

4
5 Compulsory Attendance

6
7 To reach the goal of maximum educational benefits for every child requires a regular continuity of
8 instruction, classroom participation, learning experiences, and study. Regular interaction of students with
9 one another in classrooms and their participation in instructional activities under the tutelage of competent
10 teachers are vital to the entire process of education. This established principle of education underlies and
11 gives purpose to the requirement of compulsory schooling in every state in the nation. A student’s regular
12 attendance also reflects dependability and is a significant component of a student’s permanent record.

13
14 Parents or legal guardians or legal custodians are responsible for seeing that their children who are age
15 seven (7) or older before the first (1st) day of school attend school until the later of the following dates:

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

19
20 The provisions above do not apply in the following cases:

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

25
26 Compulsory attendance stated above will not apply when children:

- 27
28 1. Are provided with supervised correspondence or home study; or
29 2. Are excused because of a determination by a district judge that attendance is not in the best
30 interests of the child; or
31 3. Are enrolled in a non-public or home school; or
32 4. Are enrolled in a school in another district or state; or
33 5. Are excused by the Board on a determination that attendance after age of sixteen (16) is not in the
34 best interests of the child and the school.

35
36 Legal Reference: § 20-1-308, MCA Religious instruction released time program
37 § 20-5-101, MCA Admittance of child to school
38 § 20-5-102, MCA Compulsory enrollment and excuses
39 § 20-5-103, MCA Compulsory attendance and excuses
40 § 20-5-104, MCA Attendance officer
41 § 20-5-106, MCA Truancy
42 § 20-5-107, MCA Incapacitated and indigent child attendance
43 § 20-5-108, MCA Tribal agreement with district for Indian child
44 compulsory attendance and other agreements
45 § 20-5-202, MCA Suspension and Expulsion

46
47 Procedure History:

48 Adopted on: 10/11/18

49 Reviewed on:

50 Revised on:

1 **Trinity Elementary**

2
3 **STUDENTS**

3121

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 be diligent
9 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 attendance
- 14 agreement and who is attending a school of the district;
- 15 • Unable to attend school due to a medical reason certified by a medical doctor and receiving
- 16 individualized educational services supervised by the district, at district expense, at a home or
- 17 facility that does not offer an educational program;
- 18 • Unable to attend school due to the student’s incarceration in a facility, other than a youth
- 19 detention center, and who is receiving individualized educational services supervised by the
- 20 district, at district expense, at a home or facility that does not offer an educational program;
- 21 • Living with a caretaker relative under § 1-1-215, MCA;
- 22 • Receiving special education and related services, other than day treatment, under a placement by
- 23 the trustees at a private nonsectarian school or private program if the student’s services are
- 24 provided at the district’s expense under an approved individual education plan supervised by the
- 25 district;
- 26 • Receiving education services, provided by the district, using appropriately licensed district staff at
- 27 a private residential program or private residential facility licensed by the Department of Public
- 28 Health and Human Services;
- 29

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

35
36 Homeless Youth and Foster Children

37
38 Assignment to schools shall be subject to modification when federal law applicable to students
39 placed in foster care or students who are homeless requires that such students be educated in a
40 “school of origin” that differs from the assigned school.

41	Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
42		29 U.S.C. 794	Nondiscrimination under Federal grants
43			and programs
44		34 CFR 300.1, et seq.	Assistance to states for the education of children with
45			disabilities

46
47 Procedure History:
48 Adopted on: 10/11/18
49 Reviewed on:
50 Revised on:

1 **Trinity Elementary**

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

1
2
3
4 If a homebound student does not meet the criteria set forth above, the District may request a
5 variance through the Office of Public Instruction, for consideration of the student in the
6 enrollment count for ANB purposes beyond the tenth (10th) day of absence.
7

8 Attendance Accounting
9

10 Days present and absent for every student are to be recorded for the purpose of informing parents
11 of a student's attendance record.
12

13 On the first (1st) Monday in October and the first (1st) Monday in February, the number of all
14 enrolled students (whether present or absent) by grade level and class will be recorded on the
15 forms provided by the District. Special education children who are enrolled in special programs
16 sixteen (16) hours or more a week will be listed separately. The Director of Special Education
17 should be contacted to verify this count. Monthly student counts of enrolled children by grade
18 and classroom will be provided by the office.
19
20
21

22 Legal Reference: 10.20.102, ARM Calculation of Average Number Belonging (ANB)
23 20-1-101, MCA Definitions
24

25 Procedure History:
26 Adopted on: 10/11/18
27 Reviewed on:
28 Revised on:
29

1 **Trinity Elementary**

2
3 **STUDENTS**

4
5
6 Attendance Policy

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

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

20
21 Specific rules and regulations regarding attendance and tardies can be found in the respective
22 student handbook.

23
24
25
26 Procedure History:

27 Adopted on: 10/11/18

28 Reviewed on:

29 Revised on:

4
5 Attendance Policy - Truancy

6
7 Students are expected to attend all assigned classes each day. Teachers shall keep a record of absence and
8 tardiness. Before the end of the school day, each school shall attempt to contact every parent, guardian,
9 or custodian whose child is absent from school but who has not reported the child as absent for the school
10 day, to determine whether the parent, guardian, or custodian is aware of the child’s absence from school.

11
12 For the purpose of this policy “truant” or “truancy” means the persistent non-attendance without excuse,
13 as defined by this policy, for all or any part of a school day equivalent to the length of one class period of
14 a child required to attend a school under 20-5-103. “Habitual truancy” means recorded unexcused
15 absences of 9 or more days or 54 or more parts of a day, whichever is less, in 1 school year.

16
17 The Trinity School District’s definition of non-attendance without excuse is stated in the student
18 handbook.

19
20 The Trinity School District has appointed the County Superintendent as the attendance officer.

21		
22		
23	Legal Reference:	§ 20-5-103, MCA Compulsory attendance and excuses
24		§ 20-5-104, MCA Attendance officer
25		§ 20-5-105, MCA Attendance officer – powers and duties
26		§ 20-5-106, MCA Truancy
27		§ 20-5-107, MCA Incapacitated and indigent child attendance
28		§ 41-5-103(22), MCA Definitions

29 Procedure History:
30 Adopted on: 10/11/18
31 Reviewed on:
32 Revised on:
33

Trinity Elementary

Adopted on: 10/11/18

Reviewed on:

Revised on:

3124-R

STUDENTS

Military Compact Waiver

The State of Montana is one of numerous states across the country that is a member of the Interstate Compact on Educational Opportunity for Military Children. As a school district within the State of Montana subject to the laws of the State of Montana, the District shall follow the requirements of the Compact for students who enroll at the District for whom the Compact applies.

Purpose

The purpose of the Interstate Compact on Educational Opportunity for Military Children is to remove barriers to educational success for children of military families due to frequent relocation and deployment of their parents. The Compact facilitates educational success by addressing timely student enrollment, student placement, qualification and eligibility for programs (curricular, co-curricular, and extra-curricular), timely graduation, and the facilitation of cooperation and communication between various member states' schools.

Applicability

This Compact applies only to children of:

1. Active duty members of the uniformed services as defined in the Compact, including member of the national guard and reserve on active duty orders pursuant to 10 U.S.C., 12301(d) and 12304;
2. Members of the veterans of the uniformed services who are severely injured and medically discharged or retired for a period of 1 year after medical discharge or retirement; and
3. Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of 1 year after death.

Educational Records and Enrollment

1. **Hand Carried/Unofficial Educational Records:** In the event that official educational records cannot be released to a parent for the purpose of school transfer, the custodian of records from the sending school shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission.

1
2
3
4 Upon receipt of the unofficial educational records, the District shall enroll and
5 appropriately place the student based upon the information the school receives in the
6 unofficial educational records, pending validation by the official records, as soon as
7 possible.
8

- 9
10 2. **Official Educational Records/Transcripts:** At the time of enrollment and conditional
11 placement of a qualifying student at the District, the District shall request the student's
12 official educational records from their last school of attendance.

13 A school receiving such a request shall process the official educational records request
14 and furnish such within a period of ten (10) days, or within the timeline determined to be
15 reasonable by the Interstate Commission.
16

- 17 3. **Immunizations:** The District shall provide a period of thirty (30) days from the date of
18 enrollment, or such other time frame as determined by the rules of the Interstate
19 Commission, within which students may obtain any immunizations required by the
20 District. Where the District's requirements include a series of immunizations, initial
21 vaccinations must be obtained within thirty (30) days, or within the timeline determined
22 to be reasonable by the Interstate Commission.
23

- 24 4. **Kindergarten and First Grade Entrance Age:** Students shall be allowed to continue
25 their enrollment at grade level at the District, commensurate with their grade level from
26 their receiving school, including kindergarten, at the time of transition. However, the
27 provisions of Montana Code 20-5-101 regarding trustees enrolling a child in kindergarten
28 or in first grade whose fifth (5th) or sixth (6th) birthday occurs on or before the tenth (10th)
29 day of September of the school year in which the child is to enroll but is not yet 19 years
30 of age, shall continue to apply.
31

32 A student who has satisfactorily completed the prerequisite grade level in the sending
33 school shall be eligible for enrollment in the next highest grade level in the District, at the
34 receiving school, regardless of age.
35

36 A student who is transferring into the District after the start of the school year shall enter
37 the District on the student's validated grade level from an accredited school in the
38 sending state.
39

40 Placement and Attendance

- 41
42 1. **Course Placement:** Upon transfer of a qualifying student, the receiving District shall
43 place the student in courses consistent with the student's courses in the sending school
44 and/or the school's educational assessments.
45
46

Course placement includes, but is not limited to honors, international baccalaureate, advanced placement, vocational, technical, and career pathways courses.

Continuing the student's academic program from the previous school and promoting placement in academically and career challenging courses should be paramount when considering placement. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s).

- 2. Educational Program Placement:** The District shall initially honor placement of the student in educational programs based on current educational assessments conducted at the sending school or participation/placement in similar programs at the sending school.

Educational program placement includes, but is not limited to, gifted and talented programs and English as a second language. This requirement does not preclude the District from performing subsequent evaluations to ensure appropriate placement of the student.

- 3. Special Education Services:** In compliance with the federal requirements of the Individuals with Disabilities Education Act, the District, as the receiving school, shall initially provide comparable services to a student with disabilities based on his or her current Individual Education Plan.

In compliance with Section 504 of the Rehabilitation Act and with Title II of the Americans with Disabilities Act, the District, as the receiving school, shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities consistent with his or her existing 504 or Title II Plan.

This does not preclude the District, as the receiving school, from performing subsequent evaluations to ensure appropriate placement and/or accommodations are made for the student.

- 4. Placement Flexibility:** The District's Administration shall have the flexibility to waive course/program prerequisites or other preconditions for placement in courses/programs offered by the receiving District.

- 5. Absences Relating to Deployment Activities:** A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment in a combat zone or combat support position, shall be granted additional excused absences at the discretion of the District's Staff to visit with his or her parent/legal guardian relative to such leave or deployment of the parent/guardian.

1
2
3 Eligibility
4

- 5 **1. Eligibility for Enrollment:** A Special Power of Attorney pertaining to the guardianship
6 of a student of a military family and executed under applicable law shall be sufficient for
7 the purposes of enrollment and all other actions requiring parental participation and
8 consent.
9

10 The receiving District shall not charge tuition to a transitioning military student placed in
11 the care of a noncustodial parent or other person standing in loco parentis who lives in a
12 jurisdiction other than that of the custodial parent.
13

14 A transitioning military student, placed in the care of a noncustodial parent or other
15 person standing in loco parentis who lives in a jurisdiction other than that of the custodial
16 parent, may continue to attend the school in which he or she was enrolled when residing
17 with the custodial parent.
18

- 19 **2. Eligibility for Extra-Curricular Activity Participation:** The District shall facilitate the
20 opportunity for transitioning military students' inclusion in extracurricular activities,
21 regardless of application deadlines, to the extent the student is otherwise qualified.
22

23 Graduation
24

25 In order to facilitate the on-time graduation of children of military families, the receiving District
26 shall incorporate the following procedure:
27

- 28 **1. Graduation Course Requirements – Waiver:** The receiving District's Administration,
29 or designee, shall waive specific courses that are required for graduation if similar
30 coursework has been satisfactorily completed at another school.
31

32 If the District does not waive the specific course requirement for graduation, the District
33 shall provide a reasonable justification for the denial. This justification shall be provided
34 to the parent/legal guardian in writing.
35

36 If the receiving District does not waive the specific course requirement for graduation
37 and the student would have otherwise qualified to graduate from the sending school, the
38 receiving District shall provide an alternative means of acquiring required course work to
39 ensure that the student's graduation will occur on time.
40

- 41 **2. Exit Exams:** In lieu of testing requirements required for graduation at the receiving
42 District, the District and the State of Montana shall accept any or all of the following:
43

- 44 A. Exit exams or end-of-course exams required for graduation from the sending
45 school;
46 B. National norm-referenced achievement tests; or

C. Alternative testing.

In the event the above alternatives cannot be accommodated by the receiving District for a student transferring during his or her senior year, subsection 3, below, shall apply.

3. Transfer During Senior Year of High School: Should a military student transferring at the beginning of or during the senior year be ineligible to graduate from the receiving District after all alternatives have been considered, the sending school and the receiving District shall ensure the receipt of a diploma from the sending school if the student meets the graduation requirements of the sending school.

In the event that one of the states in question is not a member of this Compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Conflicts

All state laws and District policies that conflict with this policy and/or in conflict with the Compact are superseded to the extent of the conflict.

Cooperation

The receiving District, through its administration, shall timely cooperate with all state agency inquiries and other District/school inquiries relating to a student who is covered by the Compact.

Cross Reference:	2333	Participation in Commencement Exercises
	2410 – 2410P	High School Graduation Requirements
	2413	Credit Transfer and Assessment for Placement
	3110	Entrance, Placement, and Transfer
Legal Reference:	20-1-230, MCA	Enactment – interstate Compact on Educational Opportunity for Military Children - provisions

1 **Trinity Elementary**

2
3 **STUDENTS**

3125

4
5 Education of Homeless Children

6
7 Every child of a homeless individual and every homeless child are entitled to equal access to the
8 same free, appropriate public education as provided to other students. The District must assign
9 and admit a child who is homeless to a District school regardless of residence and irrespective of
10 whether the homeless child is able to produce records normally required for enrollment. The
11 District may not require an out-of-District attendance agreement and tuition for a homeless child.
12

13 The Board of Trustees will review and revise as necessary rules or procedures that may be
14 barriers to enrollment of homeless children and youths. In reviewing and revising such
15 procedures, the Board of Trustees will consider issues of transportation, immunization,
16 residence, birth certificates, school records, and other documentation.
17

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

- 20
21 1. Transportation services;
22 2. Educational services for which a student meets eligibility criteria (e.g., Title I);
23 3. Educational programs for children with disabilities and limited English proficiency;
24 4. Programs in vocational and technical education;
25 5. Programs for gifted and talented students; and
26 6. School nutrition program.
27

28 The District will give special attention to ensuring the enrollment and attendance of homeless children
29 and youths not currently attending school. The District will appoint a liaison for homeless children. A
30 “homeless individual” is defined as provided in the McKinney Homeless Assistance Act.
31

32 Anyone having a concern or complaint regarding placement or education of a homeless child will first
33 present it orally and informally to the District homeless liaison. To further ensure that the District is
34 removing barriers to the educational access and success of children and youths who are homeless, and to
35 ensure that Title 1 funding is expended in an appropriate manner, the District has adopted the dispute
36 resolution form at 3125F.
37

38 Cross Reference: 1700 Uniform Complaint Procedure
39 3125F McKinney-Vento Homeless Educational Assistance Dispute
40 Resolution Form

41 Legal Reference: 42 U.S.C. § 11431, et seq. McKinney Homeless Assistance Act
42 § 20-5-101, MCA Admittance of child to school
43

44 Policy History:
45 Adopted on: 10/18/19
46 Reviewed on:
47 Revised on: 08/14/19

1 **Trinity Elementary**

2
3 **STUDENTS**

4
5 Discretionary Nonresident Student Attendance Policy

- 6
- 7 1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at
- 8 its discretion.
- 9
- 10 2. The Supervising Teacher will recommend to the Board any nonresident student
- 11 admission in accordance with this policy, with the Board making the final decision on
- 12 admission.
- 13
- 14 3. The District will examine a student’s records from this district and other school districts
- 15 before any Board approval for admission. Review of the records and decisions regarding
- 16 admission cannot be inconsistent with district policies regarding nondiscrimination.
- 17
- 18 4. The District will not admit nonresident students when doing so would cause the district
- 19 to exceed the class size standards under 10.55.712 and 10.55.713, ARM.
- 20
- 21 5. Every nonresident student who attends District schools must reapply for admission for
- 22 the succeeding school year by June 15. Admission in one school year does not infer or
- 23 guarantee admission in subsequent years.
- 24
- 25 6. Nonresident students enrolled under this policy are subject to all district policies, rules,
- 26 regulations on the same basis as resident students.
- 27
- 28 7. All resident students who become nonresidents because their parents or guardians move
- 29 out of the District may continue attendance for the school year, barring registration in
- 30 another District. At the completion of the school year, a student must apply as a
- 31 nonresident student in accordance with #5.
- 32
- 33 8. The Board will not admit any student who is expelled from another school district.
- 34
- 35 9. All nonresident students will be considered ineligible transportees for school
- 36 transportation services (§ 20-10-101, MCA).
- 37
- 38 10. Nonresident students enrolled under this policy are subject to all district policies, rules,
- 39 regulations on the same basis as resident students.
- 40

- 41 Cross Reference: Policy 2161 – 2161P Special Education
- 42 Policy 3110 Entrance, Placement, and Transfer
- 43 Policy 3125 Education of Homeless Children
- 44 Policy 3210 Equal Education, Nondiscrimination and Sex
- 45 Equity
- 46 Legal Reference: § 20-5-314, MCA Reciprocal attendance agreement with adjoining

1		state or province
2	§ 20-5-320, MCA	Attendance with discretionary approval
3	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and
4		transportation
5	§ 20-5-322, MCA	Residency determination – notification – appeal for
6		attendance agreement
7	§ 20-5-323, MCA	Tuition and transportation rates
8	10.10.301B, ARM	Out-of-District Attendance Agreements
9	10.55.712, ARM	Class Size Elementary
10	10.55.713, ARM	Teacher Load and Class Size – High School

11
12 Policy History:

13 Adopted on:

14 Reviewed on:

15 Revised on:

16

1 **Trinity Elementary**

2
3 **STUDENTS**

3210

4
5 Equal Education, Nondiscrimination and Sex Equity

6
7 The District will make equal educational opportunities available for all students without regard to race,
8 color, national origin, ancestry, sex, ethnicity, language barrier, religious belief, physical or mental
9 handicap or disability, economic or social condition, actual or potential marital or parental status.

10
11 No student will be denied equal access to programs, activities, services, or benefits or be limited in the
12 exercise of any right, privilege, or advantage, or denied equal access to educational and extracurricular
13 programs and activities.

14
15 Inquiries regarding discrimination or intimidation should be directed to the District Title IX Coordinator.
16 Any individual may file a complaint alleging violation of this policy, Policy 3200-Student Rights and
17 Responsibilities, Policy 3225-Sexual Harassment/Intimidation of Students, or Policy 3226-
18 Bullying/Harassment/Intimidation/Hazing by following those policies or Policy 1700-Uniform Complaint
19 Procedure.

20
21 The District, in compliance with federal regulations, will notify annually all students, parents, staff, and
22 community members of this policy and the designated coordinator to receive inquiries. This annual
23 notification will include the name and location of the coordinator and will be included in all handbooks.

24
25 The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence against
26 students, staff, or volunteers with disabilities. The District will consider such behavior as constituting
27 discrimination on the basis of disability, in violation of state and federal law.

28
29
30 Cross Reference: 1700 Uniform Complaint Procedure
31 3200 Student Rights and Responsibilities
32 3225 Sexual Harassment/Intimidation of Students
33 3226 Bullying/Harassment/Intimidation/Hazing

34
35 Legal Reference: Art. X, Sec. 7, Montana Constitution- Nondiscrimination in education
36 § 49-2-307, MCA Discrimination in education
37 24.9.1001, et seq., ARM Sex Discrimination in Education
38 Title IX of the Educational Amendments, 20 U.S.C. § 1681, et seq.
39 34 CFR Part 106 Nondiscrimination on the basis of sex in
40 education programs or activities receiving
41 Federal financial assistance

42
43 Policy History:
44 Adopted on: 10/11/18
45 Reviewed on:

1 **Trinity Elementary**

2
3 **STUDENTS**

3221

4
5 Student Publications

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

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

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

22
23 Freedom of Expression

24
25 The free expression of student opinion is an important part of education in a democratic society.
26 Students' verbal and written expression of opinion on school premises is to be encouraged so
27 long as it does not substantially disrupt the operation of the school.

28
29 The Supervising Teacher shall develop guidelines assuring that students are able to enjoy free
30 expression of opinion while maintaining orderly conduct of the school.

31
32 Students shall enjoy the privilege of free verbal and written expression providing such
33 expressions are not obscene, libelous or profane; do not violate an individual's rights to privacy;
34 or do not advocate violation of school rules. The Supervising Teacher shall have the authority to
35 monitor student verbal and written expression. Students who violate the standards for verbal and
36 written expression shall be subject to corrective action or punishment.

37
38
39 Policy History:

40 Adopted on: 10/11/18

41 Reviewed on:

42 Revised on:

1 **Trinity Elementary**

2
3 **STUDENTS**

3224

4
5 Student Dress

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

13
14 The Supervising Teacher shall establish procedures for the monitoring of student dress and
15 grooming in school or while engaging in extracurricular activities.

16
17 If the student's dress or grooming violates the provision of this policy, his/her Supervising
18 Teacher shall request the student to make appropriate corrections. If the student refuses, the
19 Supervising Teacher shall notify the parents and request that the parent and the student make the
20 appropriate necessary corrections. If both the student and the parent refuse, the Supervising
21 Teacher shall take appropriate action.

22
23 Students attending public events sponsored by the school district are permitted to honor their
24 American Indian heritage through the display of culturally significant tribal regalia at a public
25 event sponsored by the school district. Any item that promotes drug use, weapon use, threats of
26 violence, sexual harassment, bullying, or other intimidation, or violates another district policy,
27 state, or federal law may not be worn at a public event sponsored by the school district.

28
29
30
31 Legal Reference: SB 319-Chapter 229 Tribal regalia and objects of cultural significance –
32 allowed at public events

33
34 Policy History:

35 Adopted on: 10/11/18

36 Reviewed on:

37 Revised on:

1 **Trinity Elementary**

2
3 **STUDENTS**

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page 1 of 2

4
5 Sexual Harassment, Sexual Intimidation and Sexual Misconduct

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

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

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

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

Any District employee who is determined, after an investigation, to have engaged in sexual harassment, intimidation, or misconduct will be subject to disciplinary action up to and including discharge. Any student of the District who is determined, after an investigation, to have engaged in sexual harassment, intimidation, or misconduct will be subject to disciplinary action, including but not limited to suspension and expulsion consistent with the District’s discipline policy.

To the greatest extent possible, the District will treat complaints in a confidential manner. The District realizes that limited disclosure may be necessary in order to complete a thorough investigation. Retaliation against persons who file a complaint is a violation of law prohibiting discrimination and will lead to disciplinary action against an offender.

The District will ensure that student and employee handbooks include the name, address, and telephone number of an individual responsible for coordinating District compliance efforts. The County Superintendent is the Title IX Coordinator in the District.

Any person who knowingly makes a false accusation regarding sexual harassment, intimidation, or misconduct likewise will be subject to disciplinary action up to and including discharge with regard to employees or suspension and expulsion with regard to students.

Cross Reference: 1700 Uniform Complaint Procedure
5232 Abused and Neglected Child Reporting

Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties
§§ 49-3-101, et seq., MCA Montana Human Rights Act
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
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: 10/11/18
Reviewed on:
Revised on: 08/14/19

2
3 **Harassment Reporting Form for Students**

4
5 School _____ Date _____

6
7 Student's name _____
8 *(If you feel uncomfortable leaving your name, you may submit an anonymous report, but*
9 *please understand that an anonymous report will be much more difficult to investigate.*
10 *We assure you that we'll use our best efforts to keep your report confidential.)*

11
12 • Who was responsible for the harassment or incident(s)? _____
13 _____

14
15 • Describe the incident(s). _____
16 _____
17 _____

18
19 • Date(s), time(s), and place(s) the incident(s) occurred. _____
20 _____
21 _____

22
23 • Were other individuals involved in the incident(s)? yes no
24 If so, name the individual(s) and explain their roles. _____
25 _____
26 _____
27 _____

28
29 • Did anyone witness the incident(s)? yes no
30 If so, name the witnesses. _____
31 _____
32 _____
33 _____

34
35 • Did you take any action in response to the incident? yes no
36 If yes, what action did you take? _____
37 _____
38 _____
39 _____

40
41 • Were there any prior incidents? yes no
42 If so, describe any prior incidents. _____
43 _____
44 _____

45
46 Signature of complainant _____

47
48 Signatures of parents/legal guardians _____

2
3 **STUDENTS**

4
5 Bullying/Harassment/Intimidation/Hazing

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

10
11 Definitions

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

1
2
3
4 Reporting
5

6 All complaints about behavior that may violate this policy shall be promptly investigated. Any
7 student, employee, or third party who has knowledge of conduct in violation of this policy or feels he/she
8 has been a victim of hazing, harassment, intimidation, or bullying in violation of this policy is encouraged
9 to immediately report his/her concerns to the Supervising Teacher or the County Superintendent, who
10 have overall responsibility for such investigations. A student may also report concerns to a teacher, who
11 will be responsible for notifying the appropriate District official.
12

13 The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial
14 action has been taken.
15

16 Exhaustion of administrative remedies
17

18 A person alleging violation of any form of harassment, intimidation, hazing, or threatening, insulting, or
19 demeaning gesture or physical contact, including any intentional written, verbal, or electronic
20 communication, as stated above, may seek redress under any available law, either civil or criminal, after
21 exhausting all administrative remedies.
22

23 Responsibilities
24

25 The Supervising Teacher shall be responsible for ensuring notice of this policy is provided to students,
26 staff, and third parties and for the development of administrative regulations, including reporting and
27 investigative procedures, as needed.
28

29 Consequences
30

31 Students whose behavior is found to be in violation of this policy will be subject to discipline up to and
32 including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to
33 discipline up to and including dismissal. Third parties whose behavior is found to be in violation of this
34 policy shall be subject to appropriate sanctions as determined and imposed by Board. Individuals may
35 also be referred to law enforcement officials.
36

37 Retaliation and Reprisal
38

39 Retaliation is prohibited against any person who reports or is thought to have reported a violation, files a
40 complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be considered a
41 serious violation of Board policy, whether or not a complaint is substantiated. False charges shall also be
42 regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.
43

44 Cross Reference: 3225F Harassment Reporting Form for Students
45 Legal Reference: 10.55.701(2)(f), ARM Board of Trustees
46 10.55.719, ARM Student Protection Procedures
47 10.55.801(1)(a), ARM School Climate

48 Policy History:

49 Adopted on: 10/11/18
50 Reviewed on:
51 Revised on:

1 **Trinity Elementary**

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3 **STUDENTS**

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4
5 Searches and Seizure

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

14
15 The search of a student, by authorized school authorities, is reasonable if it is both: (1) justified
16 at its inception, and (2) reasonably related in scope to the circumstances which justified the
17 interference in the first place.

18
19 School authorities are authorized to utilize any reasonable means of conducting searches,
20 including but not limited to the following:

- 21
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. Devices or tools such as breath-test instruments, saliva test strips, etc.

27
28 The “pat down” or “search” of a student, if conducted, will be conducted by a school official or
29 employee of the same gender as the student being searched.

30
31 School Property and Equipment and Personal Effects of Students

32
33 School authorities may inspect and search school property and equipment owned or controlled
34 by the District (such as lockers, desks, and parking lots).

35
36 The Board may request the assistance of law enforcement officials, including their use of
37 specially trained dogs, to conduct inspections and searches of lockers, desks, parking lots, and
38 other school property and equipment for illegal drugs, weapons, or other illegal or dangerous
39 substances or material.

40
41 Students

42
43 School officials may search any individual student, his/her property, or District property under
44 his/her control, when there is a reasonable suspicion that the search will uncover evidence that
45 he/she is violating the law, Board policy, administrative regulation, or other rules of the District
46 or the school. Reasonable suspicion shall be based on specific and objective facts that the search

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3
4 will produce evidence related to the alleged violation. The types of student property that may be
5 searched by school officials include but are not limited to lockers, desks, purses, backpacks,
6 cellular phones, or other electronic communication devices.
7

8 Seizure of Property
9

10 When a search produces evidence that a student has violated or is violating either a law or
11 District policies or rules, such evidence may be seized and impounded by school authorities and
12 disciplinary action may be taken. As appropriate, such evidence may be transferred to law
13 enforcement authorities.
14
15
16

17 Legal Reference: *Safford Unified School Dist. No. 1 v. Redding*, 129 S.Ct. 2633 (2009)
18 *Terry v. Ohio*, 392 U.S. 1, 20 (1968)
19 *B.C. v. Plumas*, (9th Cir. 1999) 192 F.3d 1260
20

21 Policy History:

22 Adopted on: 10/11/18

23 Reviewed on:

24 Revised on:

1 **Trinity Elementary**

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3 **STUDENTS**

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4
5 Searches and Seizure

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

- 9
- 10 1. The school authorities shall be authorized to conduct any searches or to seize property on
11 or near school premises, as further provided in this procedure.
12
 - 13 2. If the authorized administrator has reasonable suspicion to believe that any locker, car, or
14 other container of any kind on school premises contains any item or substance which
15 constitutes an imminent danger to the health and safety of any person or to the property
16 of any person or the District, the administrator is authorized to conduct a search of any
17 car, locker, or container and to seize any such item or substance of any kind on school
18 premises without notice or consent.
19
 - 20 3. No student shall hinder, obstruct, or prevent any search authorized by this procedure.
21
 - 22 4. Whenever circumstances allow, any search or seizure authorized in this procedure shall
23 be conducted in the presence of at least one (1) adult witness, and a written record of the
24 time, date, and results shall be made by the administrator.
25
 - 26 5. In any instance where an item or substance is found which would appear to be in
27 violation of the law, the circumstance shall be reported promptly to the appropriate law
28 enforcement agency.
29
- 30
31

32 Procedure History:

33 Promulgated on: 10/11/18

34 Reviewed on:

35 Revised on:

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3 **STUDENTS**

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4
5 Suspension and Expulsion - Corrective Actions and Punishment

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

8
9 Suspension

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

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

18
19 Before any suspension is ordered, the supervising teacher 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 the
24 supervising teacher may suspend a student immediately. In such cases, the supervising teacher will
25 provide notice of and schedule a conference as soon as practicable following the suspension.

26
27 The supervising teacher will report any suspension immediately to a student’s parent or legal guardian.
28 The supervising teacher 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. The supervising teacher will give a copy of the report and notice to the Board Chair.

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

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

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4
5 The Board, and only the Board, may expel a student from school and may do so only after following due
6 process procedures set forth below.

7
8 The Board will provide written notice to a student and parent or legal guardian of a hearing to consider a
9 recommendation for expulsion, which will be sent by registered or certified mail at least five (5) school
10 days before the date of the scheduled hearing. The notice will include time and place of hearing,
11 information describing the process to be used to conduct the hearing, and notice that the Board intends to
12 conduct the hearing in closed session unless a parent or legal guardian waives the student's right to
13 privacy.

14
15 Within the limitation that a hearing must be conducted during a period of student suspension, a hearing to
16 consider expulsion may be rescheduled when a parent or legal guardian submits a request showing good
17 cause to the supervising teacher at least two (2) school days before a hearing date as originally scheduled.
18 The supervising teacher will determine if a request shows good cause to reschedule a hearing.

19
20 The student has the right to be present for the duration of the hearing. At hearing the student may be
21 represented by counsel and ask questions, present perspectives, and provide witnesses or documentation.
22 The Board is not bound by formal rules of evidence in conducting the hearing.

23
24 Each school shall maintain a record of any disciplinary action that is educationally related, with
25 explanation, taken against the student. When the Board of Trustees takes disciplinary action against a
26 student, the Board must keep a written record of the action taken, with detailed explanation, even if the
27 disciplinary action is decided during a closed session. A disciplinary action that is educationally related is
28 an action that results in the expulsion or out-of-school suspension of the student. This record must be
29 maintained/destroyed consistent with Montana Local Government Records Schedule 7, and is subject to
30 transfer to a local educational agency, accredited school, or nonpublic school pursuant to 20-1-213, MCA.

31
32 Procedures for Suspension and Expulsion of Students With Disabilities

33
34 The District will comply with provisions of the Individuals with Disabilities Education Act (IDEA) and
35 Rehabilitation Act when disciplining students. The Board will not expel any special education student
36 when the student's particular act of gross disobedience or misconduct is a manifestation of the student's
37 disability. The Board may expel pursuant to its expulsion procedures any special education student
38 whose gross disobedience or misconduct is not a manifestation of the student's disability. A disabled
39 student will continue to receive education services as provided in the IDEA or Rehabilitation Act during a
40 period of expulsion.

41
42 The supervising teacher may suspend a child with a disability from the child's current placement for not
43 more than ten (10) consecutive school days for any violation of school rules, and additional removals of
44 not more than ten (10) consecutive school days in that same school year for separate incidents of
45 misconduct, as long as those removals do not constitute a change of placement under 34 CFR 300.519(b),
46 whether or not a student's gross disobedience or misconduct is a manifestation of a student's disabling
47 condition. Any special education student who has exceeded or who will exceed ten (10) days of
48 suspension may temporarily be excluded from school by court order or by order of a hearing officer, if the
49 District demonstrates that maintaining the student in the student's current placement is substantially likely
50 to result in injury to the student or to others. After a child with a disability has been removed from his or
51 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).

The supervising teacher 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: 10/11/18

Reviewed on:

Revised on:

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4
5 Student Discipline

6 The Board grants authority to a teacher to hold a student to strict accountability for disorderly conduct in
7 school, on the way to or from school, or during intermission or recess.

8
9 Disciplinary action may be taken against any student guilty of gross disobedience or misconduct,
10 including but not limited to instances set forth below:

- 11
- 12 • Using, possessing, distributing, purchasing, or selling tobacco products, and alternative nicotine
13 and vapor products as defined in 16-11-302, MCA.
 - 14 • Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who may be
15 under the influence of alcohol will not be permitted to attend school functions and will be treated
16 as though they had alcohol in their possession.
 - 17 • Using, possessing, distributing, purchasing, or selling drug paraphernalia, illegal drugs ,controlled
18 substances , or any substance which is represented to be or looks like a narcotic drug,
19 hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, stimulant,
20 depressant, or intoxicant of any kind, including such substances that contain chemicals which
21 produce the same effect of illegal substances including but not limited to Spice and K2. Students
22 who may be under the influence of such substances will not be permitted to attend school
23 functions and will be treated as though they had drugs in their possession.
 - 24 • Using, possessing, controlling, or transferring a weapon in violation of the “Possession of a
25 Weapon in a School Building” section of this policy.
 - 26 • Using, possessing, controlling, or transferring any object that reasonably could be considered or
27 used as a weapon.
 - 28 • Disobeying directives from staff members or school officials or disobeying rules and regulations
29 governing student conduct.
 - 30 • Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct
31 toward anyone or urging other students to engage in such conduct.
 - 32 • Causing or attempting to cause damage to, or stealing or attempting to steal, school property or
33 another person’s property.
 - 34 • Engaging in any activity that constitutes an interference with school purposes or an educational
35 function or any other disruptive activity.
 - 36 • Unexcused absenteeism. Truancy statutes and Board policy will be utilized for chronic and
37 habitual truants.
 - 38 • Hazing or bullying.
 - 39 • Forging any signature or making any false entry or attempting to authorize any document used or
40 intended to be used in connection with the operation of a school.

41
42 These grounds stated above for disciplinary action apply whenever a student’s conduct is reasonably
43 related to school or school activities, including but not limited to the circumstances set forth below:

- 44
- 45 • On, or within sight of, school grounds before, during, or after school hours or at any other time
46 when school is being used by a school group.
 - 47 • Off school grounds at a school-sponsored activity or event or any activity or event that bears a
48 reasonable relationship to school.
 - 49 • 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 a staff member or an interference with school purposes or an educational function.

Disciplinary Measures

Disciplinary measures include but are not limited to:

- Expulsion
- Suspension
- Detention
- 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.

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
	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

Policy History:

- Adopted on: 10/11/18
- Reviewed on:
- Revised on:

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5
6 FIREARMS AND WEAPONS

7
8 Firearms

9
10 For the purposes of the firearms section of this policy, the term “firearm” means (A) any weapon
11 (including a starter gun) which will or is designed to or may readily be converted to expel a
12 projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any
13 firearm muffler or firearm silencer; or (D) any destructive device pursuant to 18 U.S.C. 921 (4).
14 Such term does not include an antique firearm pursuant to 18 U.S.C. 921 (16).

15
16 It is the policy of the Trinity School District to comply with the federal Gun Free Schools Act of
17 1994 and state law 20-5-202 (2), MCA, pertaining to students who bring a firearm to, or possess
18 a firearm at, any setting that is under the control and supervision of the school district. In
19 accordance with 20-5-202 (3), MCA, a teacher, shall suspend immediately for good cause a
20 student who is determined to have brought a firearm to, or possess a firearm at, any setting that is
21 under the control and supervision of the school district. In accordance with Montana law, a
22 student who is determined to have brought a firearm to, or possess a firearm at, any setting that is
23 under the control and supervision of the school district must be expelled from school for a period
24 of not less than 1 year.

25
26 However, on a case-by-case basis, the Board of Trustees will convene a hearing to review the
27 underlying circumstances and, in the discretion of the Board, the Board may itself either modify
28 the requirement for expulsion or delegate to the County Superintendent the authority to carry out
29 the Board’s decision regarding any modification of the expulsion requirement.

30
31 A decision to change the placement of a student with a disability who has been expelled pursuant
32 to this section must be made in accordance with the Individuals with Disabilities Education Act.

33
34 Possession of Weapons other than Firearms

35 The District does not allow weapons on school property. Any student found to have possessed,
36 used or transferred a weapon on school property will be subject to discipline in accordance with
37 the District’s discipline policy. For purposes of this section, “weapon” means any object, device,
38 or instrument designed as a weapon or through its use is capable of threatening or producing
39 bodily harm or which may be used to inflict self-injury, including but not limited to air guns;
40 pellet guns; BB guns; fake (facsimile) weapons; all knives; blades; clubs; metal knuckles; nun-
41 chucks; throwing stars; explosives; fireworks; mace or other propellants; stun guns; ammunition;
42 poisons; chains; arrows; and objects that have been modified to serve as a weapon.

43
44 No person shall possess, use, or distribute any object, device, or instrument having the
45 appearance of a weapon, and such objects, devices, or instruments shall be treated as weapons,
46 including but not limited to weapons listed above which are broken or non-functional, look-alike

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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))

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

Cross Reference:	Policy 3310 Policy 4332	Student Discipline Conduct of School Property
Legal Reference:	§ 20-5-202, MCA § 45-8-361, MCA 20 U.S.C. § 7151, et seq. 18 U.S.C. § 921	Suspension and expulsion Possession or allowing possession of a weapon in a school building Gun Free Schools Act of 1994 Definitions

Policy History:
Adopted on: 10/11/18
Reviewed on:
Revised on:

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4
5 Student Health/Physical Screenings/Examinations

6
7 The Board may arrange each year for health services to be provided to all students. Such services
8 may include but not be limited to:

- 9
- 10 1. Development of procedures at each building for isolation and temporary care of students
- 11 who become ill during the school day;
- 12
- 13 2. Consulting services of a qualified specialist for staff, students, and parents;
- 14
- 15 3. Vision and hearing screening;
- 16
- 17 4. Scoliosis screening;
- 18
- 19 5. Immunization as provided by the Department of Public Health and Human Services.
- 20

21 Parents/guardians will receive written notice of any screening result which indicates a condition
22 that might interfere or tend to interfere with a student’s progress.

23	24	25	26
27	Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
28		20 U.S.C. 1232h(b)	General Provisions Concerning Education
29			

30
31 Policy History:

32 Adopted on: 10/11/18

33 Reviewed on:

34 Revised on:

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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, diphtheria, pertussis (whooping cough), poliomyelitis, measles (rubeola), mumps,
9 rubella, and tetanus in the manner and with immunizing agents approved by the department.
10 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, polio, measles (rubella), mumps, rubella, diphtheria, pertussis, and tetanus vaccine, except
31 that Haemophilus influenza type “b” vaccine is required only for children under 5 years of age.

32
33 The District shall exclude a student for noncompliance with the immunization laws and properly notify
34 the parent or guardian. The local health department may seek an injunction requiring the parent to submit
35 an immunization status form, take action to fully immunize the student, or file an exemption for personal
36 or medical reasons.

37		
38		
39	Legal Reference:	§ 20-3-324(20), MCA Powers and duties
40		§ 20-5-402 - 410, MCA Health
41		§ 20-5-403, MCA Immunization required – release and acceptance
42		of immunization records
43		§ 20-5-405, MCA Medical or religious exemption
44		
45		

46 Policy History:

47 Adopted on: 10/11/18

48 Reviewed on:

49 Revised on:

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	
Hepatitis B (not currently required by Administrative Rule of Montana [ARM])	<input type="checkbox"/>	Contraindications • Serious allergic reaction (e.g., anaphylaxis) after a previous vaccine dose or vaccine component
	<input type="checkbox"/>	Precautions • Moderate or severe acute illness with or without fever
DTaP	<input type="checkbox"/>	Contraindications • Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component
	<input type="checkbox"/>	• Encephalopathy within 7 days after receiving previous dose of DTP or DTaP
DT, Td	<input type="checkbox"/>	Precautions • Progressive neurologic disorder, including infantile spasms, uncontrolled epilepsy, progressive encephalopathy; defer DTaP until neurological status has clarified and stabilized
	<input type="checkbox"/>	• Fever $\geq 40.5^{\circ}\text{C}$ (105°F) within 48 hours after vaccination with previous dose of DTP or DTaP
Tdap	<input type="checkbox"/>	• Guillain-Barre’ syndrome ≤ 6 weeks after a previous dose of tetanus toxoid-containing vaccine
	<input type="checkbox"/>	• Seizure ≤ 3 days after vaccination with previous dose of DTP or DTaP
	<input type="checkbox"/>	• Persistent, inconsolable crying lasting ≥ 3 hours within 48 hours after vaccination with previous dose of DTP/ DTaP
	<input type="checkbox"/>	• History of arthus-type hypersensitivity reactions after a previous dose of tetanus toxoid-containing vaccine
	<input type="checkbox"/>	• Moderate or severe acute illness with or without fever
IPV	<input type="checkbox"/>	Contraindications • Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component
	<input type="checkbox"/>	Precautions • Pregnancy
	<input type="checkbox"/>	• Moderate or severe acute illness with or without fever

Vaccine	X	
PCV (not currently required by ARM)	<input type="checkbox"/>	<p>Contraindications</p> <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose (of PCV7, PCV13, or any diphtheria toxoid--contain vaccine) or to a component of a vaccine (PCV7, PCV13, or any diphtheria toxoid-containing vaccine) <p>Precautions</p> <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Hib	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Contraindications</p> <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Age <6 weeks <p>Precautions</p> <ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
MMR	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Contraindications</p> <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy, or patients with HIV infection who are severely immunocompromised) Pregnancy <p>Precautions</p> <ul style="list-style-type: none"> Recent (<11 months) receipt of antibody-containing blood product (specific interval depends on the product) History of thrombocytopenia or thrombocytopenic purpura Need for tuberculin skin testing Moderate or severe acute illness with or without fever
Varicella	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Contraindications</p> <ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component Known severe immunodeficiency (e.g., hematologic and solid tumors, chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy, or patients with HIV infection who are severely immunocompromised) Pregnancy <p>Precautions</p> <ul style="list-style-type: none"> Recent (<11 months) receipt of antibody-containing blood products (interval depends on product) Moderate or severe acute illness with or without fever

For medical conditions not listed, please note the vaccine(s) that is contraindicated and a description of the condition

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: Trinity Elementary School

If student is under 18, name of parent, guardian, or other person responsible for student's care and custody:

Street address and city: _____

Telephone: _____

I, the undersigned, swear or affirm that immunization against

- | | |
|---|--|
| <input type="checkbox"/> <i>Diphtheria, Pertussis, Tetanus (DTaP, DT, Tdap)</i> | <input type="checkbox"/> <i>Polio</i> |
| <input type="checkbox"/> <i>Measles, Mumps and Rubella (MMR)</i> | <input type="checkbox"/> <i>Varicella (chickenpox)</i> |
| <input type="checkbox"/> <i>Haemophilus Influenzae Type b (Hib)</i> | |

is contrary to my religious tenets and practices.

I also understand that:

- (1) I am subject to the penalty for false swearing if I falsely claim a religious exemption for the above-named student [i.e. a fine of up to \$500, up to 6 months in jail, or both (Sec.45-7-202, MCA)];
- (2) In the event of an outbreak of one of the diseases listed above, the above-exempted student may be excluded from school by the local health officer or the Department of Public Health and Human Services until the student is no longer at risk for contracting or transmitting that disease; and
- (3) **A new affidavit of exemption for the above student must be signed, sworn to, and notarized yearly, before the start of the school year and kept together with the State of Montana Certificate of Immunization (HES-101) in the school's records.**

Signature of parent, guardian, or other person Date
responsible for the above student's care and
custody; or of the student, if 18 or older.

Subscribed and sworn to before me this _____ day of _____,

Seal

Signature: Notary Public for the State of Montana

Print Name: Notary Public for the State of Montana

Residing in _____
My commission expires _____

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Management of Sports Related Concussions

6
7 The Trinity 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-8 competitive
11 sport 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; U.S. Department of Health and Human Services page at: www.hhs.gov;
20 and; the Centers for Disease and Prevention page at 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 student-
24 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 athletic activities will comply with all procedures for
29 the 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/Legal Custodian Concussion Statement

35
36 Policy History:

37 Adopted on: 10/11/18

38 Reviewed on:

39 Revised on:

Student-Athlete & Parent/Legal Custodian Concussion Statement --- 3415F

Because of the passage of the 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 Custodian Name(s): _____

We have read the *Student-Athlete & Parent/Legal Custodian 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 Custodian 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 Custodian

Date

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"> •Appears dazed or stunned •Is confused about events •Answers questions slowly •Repeats questions •Can’t recall events prior to the hit, bump, or fall •Can’t recall events after the hit, bump, or fall •Loses consciousness (even briefly) •Shows behavior or personality changes •Forgets class schedule or assignments 	<p><u>Thinking/Remembering:</u></p> <ul style="list-style-type: none"> •Difficulty thinking clearly •Difficulty concentrating or remembering •Feeling more slowed down •Feeling sluggish, hazy, foggy, or groggy <p><u>Physical:</u></p> <ul style="list-style-type: none"> •Headache or “pressure” in head •Nausea or vomiting •Balance problems or dizziness •Fatigue or feeling tired •Blurry or double vision •Sensitivity to light or noise •Numbness or tingling •Does not “feel right” 	<p><u>Emotional:</u></p> <ul style="list-style-type: none"> •Irritable •Sad •More emotional than usual •Nervous <p><u>Sleep*:</u></p> <ul style="list-style-type: none"> •Drowsy •Sleeps less than usual •Sleeps more than usual •Has trouble falling asleep <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
- Montana High School Association – Sports Medicine Page
 - <http://www.mhsa.org/SportsMedicine/SportsMed.htm>

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!
It's better to miss one game than the whole season.

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.

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Management of Sports Related Concussions

6
7 A. Athletic Director or Administrator in Charge of Athletic Duties:

- 8 1. *Updating*: Each spring, the athletic director, or the administrator in charge of athletics if there is
9 no athletic director, shall review any changes that have been made in procedures required for
10 concussion and head injury management or other serious injury by consulting with the MHSA or
11 the MHSA Web site, U.S. DPHHS, and CDCP web site. If there are any updated procedures, they
12 will be adopted and used for the upcoming school year.
- 13 2. *Identified Sports*: Identified sports include all organized youth athletic activity sponsored by the
14 school or school district.

15 B. *Training*: All coaches, athletic trainers, and officials, including volunteers shall undergo training in
16 head injury and concussion management at least once each school year by one of the following
17 means: (1) through viewing the MHSA sport-specific rules clinic; (2) through viewing the MHSA
18 concussion clinic found on the MHSA Sports Medicine page at www.mhsa.org; or by the district
19 inviting the participation of appropriate advocacy groups and appropriate sports governing bodies to
20 facilitate the training requirements.

21 C. *Parent Information Sheet*: On a yearly basis, a concussion and head injury information sheet shall be
22 distributed to the student-athlete and the athlete's parent and/or guardian prior to the student-athlete's
23 initial practice or competition. This information sheet may be incorporated into the parent permission
24 sheet which allows students to participate in extracurricular athletics and should include resources
25 found on the MHSA Sports Medicine page at www.mhsa.org, U.S. DPHHS, and CDCP websites.

26 D. *Responsibility*: An athletic trainer, coach, or official shall immediately remove from play, practice,
27 tryouts, training exercises, preparation for an athletic game, or sport camp a student-athlete who is
28 suspected of sustaining a concussion or head injury or other serious injury.

29 E. *Return to Play After Concussion or Head Injury*: In accordance with MHSA Return to Play Rules and
30 Regulations and the Dylan Steigers Youth Athlete Protection Act a student athlete who has been
31 removed from play, practice, tryouts, training exercises, preparation for an athletic game, or sport
32 camp may not return until the athlete is cleared by a licensed health care professional (registered,
33 licensed, certified, or otherwise statutorily recognized health care professional). The health care
34 provider may be a volunteer.

35
36
37 Policy History:

38 Adopted on: 10/11/18

39 Reviewed on:

40 Revised on:

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Administering Medicines to Students

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

11
12 The Board may authorize, in writing, any school employee:

13
14 To assist in self-administration of any drug that may lawfully be sold over the counter without a
15 prescription to a student in compliance with the written instructions and with the written consent
16 of a student’s parent or guardian; and

17
18 To assist in self-administration of a prescription drug to a student in compliance with written
19 instructions of a medical practitioner and with the written consent of a student’s parent or
20 guardian.

21
22 Except in an emergency situation, only a qualified healthcare professional may administer a drug or a
23 prescription drug to a student under this policy. Diagnosis and treatment of illness and the prescribing of
24 drugs are never the responsibility of a school employee and should not be practiced by any school
25 personnel.

26
27 Administering Medication

28
29 The Board will permit administration of medication to students in schools in its jurisdiction. A school
30 nurse (who has successfully completed specific training in administration of medication), pursuant to
31 written authorization of a physician or dentist and that of a parent, an individual who has executed a
32 caretaker relative educational authorization affidavit, or guardian, may administer medication to any
33 student in the school or may delegate this task pursuant to Montana law.

34
35 Emergency Administration of Medication

36
37 In case of an anaphylactic reaction or risk of such reaction, the county health nurse or delegate may
38 administer emergency oral or injectable medication to any student in need thereof on school grounds, in a
39 school building, or at a school function, according to a standing order of a chief medical advisor or a
40 student’s private physician.

41
42 In the absence of the county health nurse, the Supervising Teacher or designated staff member exempt
43 from the nurse license requirement under § 37-8-103(1)(c), MCA, who has completed training in
44 administration of medication, may give emergency medication to students orally or by injection.

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

48
49 The Supervising Teacher will enter any medication to be administered in an emergency on an individual
50 student medication record and will file it in a student’s cumulative health folder.

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3
4 Self-Administration of Medication
5

6 The District will permit students who are able to self-administer specific medication to do so provided
7 that:

- 8
9 • A physician or dentist provides a written order for self-administration of said medication;
10 • Written authorization for self-administration of medication from a student's parent, an individual
11 who has executed a caretaker relative educational authorization affidavit, or guardian is on file;
12 and
13 • The Supervising Teacher and appropriate teachers are informed that a student is self-
14 administering prescribed medication.
15

16 The Board may authorize, in writing, any employee to assist with self-administration of medications,
17 provided that only the following may be employed:
18

- 19 • Making oral suggestions, prompting, reminding, gesturing, or providing a written guide for self-
20 administering medications;
21 • Handing to a student a prefilled, labeled medication holder or a labeled unit dose container,
22 syringe, or original marked and labeled container from a pharmacy;
23 • Opening the lid of a container for a student;
24 • Guiding the hand of a student to self-administer a medication;
25 • Holding and assisting a student in drinking fluid to assist in the swallowing of oral medications;
26 and
27 • Assisting with removal of a medication from a container for a student with a physical disability
28 that prevents independence in the act.
29

30 Self-Administration or Possession of Asthma, Severe Allergy, or Anaphylaxis Medication
31

32 Students with allergies or asthma may be authorized by the Supervising Teacher, in consultation with
33 medical personnel, to possess and self-administer emergency medication during the school day, during
34 field trips, school-sponsored events, or while on a school bus. The student shall be authorized to possess
35 and self-administer medication if the following conditions have been met:
36

- 37 • A written and signed authorization from the parents, an individual who has executed a caretaker
38 relative educational authorization affidavit, or guardians for self-administration of medication,
39 acknowledging that the District or its employees are not liable for injury that results from the
40 student self-administering the medication.
41 • The student must have the prior written approval of his/her primary healthcare provider. The
42 written notice from the student's primary care provider must specify the name and purpose of the
43 medication, the prescribed dosage, frequency with which it may be administered, and the
44 circumstances that may warrant its use.
45 • Documentation that the student has demonstrated to the healthcare practitioner and the school
46 nurse, if available, the skill level necessary to use and administer the medication.
47 • Documentation of a doctor-formulated written treatment plan for managing asthma, severe
48 allergies, or anaphylaxis episodes of the student and for medication use by the student during
49 school hours.
50

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3
4 Authorization granted to a student to possess and self-administer medication shall be valid for the current
5 school year only and must be renewed annually.
6

7 A student's authorization to possess and self-administer medication may be limited or revoked by the
8 Supervising Teacher.
9

10 If provided by the parent, an individual who has executed a caretaker relative educational authorization
11 affidavit, or guardian, and in accordance with documentation provided by the student's doctor, backup
12 medication must be kept at a student's school in a predetermined location or locations to which the
13 student has access in the event of an asthma, severe allergy, or anaphylaxis emergency.
14

15 Immediately after using epinephrine during school hours, a student shall report to the school nurse or
16 other adult at the school who shall provide follow up care, including making a 9-1-1 emergency call.
17

18 Administration of Glucagons

19

20 School employees may voluntarily agree to administer glucagons to a student pursuant to § 20-5-412,
21 MCA, only under the following conditions: (1) the employee may administer glucagon to a diabetic
22 student only in an emergency situation; (2) the employee has filed the necessary designation and
23 acceptance documentation with the District, as required by § 20-5-412(2), MCA, and (3) the employee
24 has filed the necessary written documentation of training with the District, as required by § 20-5-412(4),
25 MCA.
26

27 Handling and Storage of Medications

28

29 The Board requires that all medications, including those approved for keeping by students for self-
30 medication, be first delivered by a parent, an individual who has executed a caretaker relative educational
31 authorization affidavit, or other responsible adult to a nurse or employee assisting with self-administration
32 of medication. A nurse or assistant:
33

- 34 • Must examine any new medication to ensure it is properly labeled with dates, name of
35 student, medication name, dosage, and physician's name;
- 36 • Must develop a medication administration plan, if administration is necessary for a student,
37 before any medication is given by school personnel;
- 38 • Must record on the student's individual medication record the date a medication is
39 delivered and the amount of medication received;
- 40 • Must store medication requiring refrigeration at 36° to 46° F;
- 41 • Must store prescribed medicinal preparations in a securely locked storage compartment; and
- 42 • Must store controlled substances in a separate compartment, secured and locked at all times.
43

44 The District will permit only a forty-five-(45)-school-day supply of a medication for a student to be stored
45 at a school; and all medications, prescription and nonprescription, will be stored in their original
46 containers.
47
48
49
50

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3
4 The District will limit access to all stored medication to those persons authorized to administer
5 medications or to assist in the self-administration of medications. The District requires every school to
6 maintain a current list of those persons authorized by delegation from a licensed nurse to administer
7 medications.
8

9 The District may maintain a stock supply of auto-injectable epinephrine to be administered by a school
10 nurse or other authorized personnel to any student or nonstudent as needed for actual or perceived
11 anaphylaxis. If the district intends to obtain an order for emergency use of epinephrine in a school setting
12 or at related activities, the district shall adhere to the requirements stated in 20-5-420, Section 2, MCA.
13

14 The District may maintain a stock supply of an opioid antagonist to be administered by a school nurse or
15 other authorized personnel to any student or nonstudent as needed for an actual or perceived opioid
16 overdose. A school that intends to obtain an order for emergency use of an opioid antagonist in a school
17 setting or at related activities shall adhere to the requirements in law.
18

19 Disposal of Medication
20

21 The District requires school personnel either to return to a parent, an individual who has executed a
22 caretaker relative educational authorization affidavit, or guardian or, with permission of the parent, an
23 individual who has executed a caretaker relative educational authorization affidavit, or guardian, to
24 destroy any unused, discontinued, or obsolete medication. A school nurse, in the presence of a witness,
25 will destroy any medicine not repossessed by a parent or guardian within a seven-(7)-day period of
26 notification by school authorities.
27

28	Legal Reference:	§ 20-5-412, MCA	Definition – parent-designated adult
29			administration of glucagons – training
30		§ 20-5-420, MCA	Self-administration or possession of asthma,
31			severe allergy, or anaphylaxis medication
32		§ 20-5-421, MCA	Emergency use of epinephrine in school
33			setting
34		§ 37-8-103(1)(c), MCA	Exemptions – limitations on authority
35			conferred
36		ARM 24.159.1604	Tasks Which May Be Routinely Assigned to
37			an Unlicensed Person in Any Setting When
38			a Nurse-Patient Relationship Exists
39		20-5-426, MCA	Emergency use of an opioid antagonist in
40			school setting – limit on liability

41
42 Policy History:

43 Adopted on: 10/11/18

44 Reviewed on:

45 Revised on:
46

**Montana Authorization to Possess or Self-Administer
Asthma, Severe Allergy, or Anaphylaxis Medication**

For this student to possess or self-administer asthma, severe allergy, or anaphylaxis medication while in school, while at a school sponsored activity, while under the supervision of school personnel, before or after normal school activities (such as while in before-school or after-school care on school-operated property), or while in transit to or from school or school-sponsored activities, this form must be fully completed by: 1) the prescribing physician/physician assistant/advanced practice registered nurse, and 2) an authorizing parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or legal guardian.

Student's Name: _____ School: _____
Sex: (Please circle) Female/Male City/Town: _____
Birth Date: ____/____/____ School Year: _____ (Must be renewed annually)

Physician's Authorization:

The above named student has my authorization to carry and self administer the following medication:

Medication: (1) _____ Dosage: (1) _____
(2) _____ (2) _____

Reason for prescription(s): _____

Medication(s) to be used under the following conditions (times or special circumstances): _____

I confirm that this student has been instructed in the proper use of this medication and is able to self-administer this medication without school personnel supervision. I have formulated and provided to the parent/guardian or caretaker relative a written treatment plan for managing asthma, severe allergies, or anaphylaxis episodes and for medication use by this student during school hours and school activities.

Signature of Physician/PA/APRN

Phone Number

Date

Authorization by Parent, an individual who has executed a caretaker relative educational or medical authorization affidavit, or Guardian

As the parent, individual who has executed a caretaker relative educational or medical authorization affidavit, or guardian of the above named student, I confirm that this student has been instructed by his/her health care provider on the proper use of this/these medication(s). He/she has demonstrated to me that he/she understands the proper use of this medication. He/she is physically, mentally, and behaviorally capable to assume this responsibility. He/she has my permission to self-medicate as listed above, if needed. If he/she has used epinephrine during school hours, he/she understands the need to alert the school nurse or other adult at the school who will provide follow-up care, including making a 9-1-1 emergency call.

I acknowledge that the school district or nonpublic school and its employees and agents are not liable as a result of any injury arising from the self-administration of medication by the student, and I indemnify and hold them harmless for such injury, unless the claim is based on an act or omission that is the result of gross negligence, willful and wanton conduct, or an intentional tort.

I agree to work with the school in establishing a plan for use and storage of backup medication. This will include a predetermined location to keep backup medication to which my child has access in the event of an asthma, severe allergy, or anaphylaxis emergency. I have provided the following backup medication: _____

I understand that in the event the medication dosage is altered, a new "self-administration form" must be completed, or the health care provider may rewrite the order on his/her prescription pad, and I, the parent/caretaker relative/guardian, will sign the new form and assure the new order is attached.

I understand it is my responsibility to pick up any unused medication at the end of the school year, and the medication that is not picked up will be disposed of.

I authorize the school administration to release this information to appropriate school personnel and classroom teachers.

Parent/Guardian, Caretaker Relative Signature: _____ Date: _____

(Original signed authorization to the school; a copy of the signed authorization to the parent/guardian and health care provider) See, generally, Mont. Code Ann. § 20-5-420.

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Communicable Diseases

6 *Note: For purposes of this policy, the term “communicable disease” refers to the diseases identified in 37.114.203,*
7 *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 within its
11 boundaries, it may deny attendance at school to any child diagnosed as having a communicable disease that could
12 make a child’s attendance harmful to the welfare of other students. The District also may deny attendance to a child
13 with suppressed immunity in order to protect the welfare of that child when others in a school have an infectious
14 disease, which, although not normally life threatening, could be life threatening to a child with suppressed
15 immunity.

16
17 The Board recognizes that communicable diseases that may afflict students range from common childhood diseases,
18 acute and short-term in nature, to chronic, life-threatening diseases such as human immunodeficiency virus (HIV)
19 infection. The District will rely on advice of the public health and medical communities in assessing the risk of
20 transmission of various communicable diseases to determine how best to protect the health of both students and
21 staff.

22
23 The District will manage common communicable diseases in accordance with Montana Department of Public Health
24 and Human Services guidelines and communicable diseases control rules. The District may temporarily exclude
25 from school attendance a student who exhibits symptoms of a communicable disease that is readily transmitted in a
26 school setting.

27
28 Students who complain of illness at school may be referred to a school nurse or other responsible person designated
29 by the Board and may be sent home as soon as a parent or person designated on a student’s emergency medical
30 authorization form has been notified. The District reserves the right to require a statement from a student’s primary
31 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 responsible
35 person designated by the Board to determine appropriate measures to be taken to protect student and staff health and
36 safety. The county health nurse or other responsible person designated by the Board, after consultation with and on
37 advice of public health officials, will determine which additional staff members, if any, have need to know of the
38 affected student’s condition.

39
40 Only those persons with direct responsibility for the care of a student or for determining appropriate educational
41 accommodation will be informed of the specific nature of a condition, if it is determined that such individuals need
42 to know this information.

43
44 The District may notify parents of other children attending a school that their children have been exposed to a
45 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
49 Policy History:

50 Adopted on: 10/11/18

51 Reviewed on:

52 Revised on:

53

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Emergency Treatment

6
7 The Board recognizes that schools are responsible for providing first aid or emergency treatment
8 to a student in case of sudden illness or injury; however, further medical attention is the
9 responsibility of a parent or guardian.

10
11 The District requires that every parent or guardian provide a telephone number where a parent or
12 designee of a parent may be reached in case of an emergency.

13
14 When a student is injured, staff will provide immediate care and attention until relieved by a
15 superior, a nurse, or a doctor. The District will employ its normal procedures to address medical
16 emergencies without regard to the existence of a do not resuscitate (DNR) request. The
17 supervising teacher or designated staff member will call a parent or parental designee so that the
18 parent may arrange 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 the person in charge that
33 immediate medical attention is required, an injured student may be taken directly to a hospital.
34 Once located, a parent or a guardian is responsible for continuing treatment or for making other
35 arrangements.

36
37
38
39 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

40
41
42 Policy History:

43 Adopted on: 10/11/18

44 Reviewed on:

45 Revised on:

Accident Report

**This form is to be completed by the appropriate employee(s) as soon as possible after an accident occurs.
Please Print or Type.**

District Name _____ School Name _____
 Teacher's Name _____ School Phone _____
 Date of Accident: _____ Time: ___ AM PM Supervising Employee _____

Claimant's Name _____
Last Name *First Name* *Middle Initial*
 Claimant's Address _____
City *State* *ZIP Code*
 Home Phone Number (____) _____
 Claimant's Age _____ Date of Birth _____ Sex _____ Grade _____
 Parent's Name (if student) _____ Work Phone Number (____) _____

<i>Nature of Injury</i>	
<input type="checkbox"/> Scratch	<input type="checkbox"/> Concussion
<input type="checkbox"/> Fracture	<input type="checkbox"/> Head Injury
<input type="checkbox"/> Bruise	<input type="checkbox"/> Sprain/Strain
<input type="checkbox"/> Burn	<input type="checkbox"/> Cut/Puncture
<input type="checkbox"/> Dislocation	<input type="checkbox"/> Bite
<input type="checkbox"/> Other _____	

<i>Place of Accident</i>	
<input type="checkbox"/> Classroom	<input type="checkbox"/> Gymnasium
<input type="checkbox"/> Hallway	<input type="checkbox"/> Parking Lot
<input type="checkbox"/> Bathroom	<input type="checkbox"/> Sidewalk
<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Stairs
<input type="checkbox"/> Playground	<input type="checkbox"/> Athletic Field
<input type="checkbox"/> Other _____	

<i>Body Part Injured</i>		
<input type="checkbox"/> Ankle	<input type="checkbox"/> Foot	<input type="checkbox"/> Leg
<input type="checkbox"/> Arm	<input type="checkbox"/> Face	<input type="checkbox"/> Nose
<input type="checkbox"/> Back	<input type="checkbox"/> Finger	<input type="checkbox"/> Teeth
<input type="checkbox"/> Neck	<input type="checkbox"/> Hand	<input type="checkbox"/> Wrist
<input type="checkbox"/> Eye	<input type="checkbox"/> Knee	<input type="checkbox"/> Shoulder
<input type="checkbox"/> Other _____		

Describe accident and injury in detail (attach additional description as necessary): _____

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 _____

If medical or hospital treatment was required, please complete the following information. (Attach a copy of medical bills, if available.)

Name and address of doctor or hospital _____
 Witnesses (Name, Address, and Phone) _____

Signature/Name of Person Completing the Report *Date*

1 **Trinity Elementary**

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3 **STUDENTS**

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4

5 Removal of Student During School Day

6

7 The Board recognizes its responsibility for the proper care of students during a school day. In
8 accordance with District procedures, only a duly authorized person may remove a student from
9 school grounds, any school building, or school function during a school day. A person seeking
10 to remove a student from school must present evidence satisfactory to the administrator of
11 having proper authority to remove the student. A teacher should not excuse a student from class
12 to confer with anyone, unless a request is approved by the administrator. The administrator will
13 establish procedures for removal of a student during a school day.

14

15

16

17

18

19

20 Policy History:

21 Adopted on: 10/11/18

22 Reviewed on:

23 Revised on:

24

4
5 Student Fees and Fines

6
7 Within the concept of free public education, the District will provide an educational program for students
8 as free of costs as possible.

9
10 Fees

11 The Board may require fees for actual cost of breakage and for excessive supplies used in commercial,
12 industrial arts, music, domestic science, science, or agriculture courses. The Board may also charge a
13 student a reasonable fee for any course or activity not reasonably related to a recognized academic and
14 educational goal of the District or for any course or activity taking place outside normal school functions.
15 The Board may waive fees in cases of financial hardship.

16
17 The Board delegates authority to the Superintendent to establish appropriate fees and procedures
18 governing collection of fees and asks the Superintendent to make annual reports to the Board regarding
19 fee schedules. The Board also may require fees for actual cost of breakage and for excessive supplies
20 used in commercial, industrial arts, music, domestic science, science, or agriculture courses.

21
22 Fines

23 The District holds a student responsible for the cost of replacing materials or property that are lost or
24 damaged because of negligence. A building administrator will notify a student and parent regarding the
25 nature of violation or damage, how restitution may be made, and how an appeal may be instituted.

26
27 Withholding and Transferring Records for Unpaid Fines or Fees

28 The District may not refuse to transfer files to another district because a student owes fines or fees. The
29 District may not withhold the school schedule of a student because the student owes fines or fees. The
30 district may withhold the grades, diploma, or transcripts of a current or former student who is responsible
31 for the cost of school materials or the loss or damage of school property until the student or the student's
32 parent or guardian pays the owed fines or fees.

33
34 In the event a student who owes fines or fees transfers to another school district in the state and the
35 District has decided to withhold the student's grades, diploma, or transcripts from the student and the
36 student's parent or guardian, the District shall:

- 37 1. upon receiving notice that the student has transferred to another school district in the state, notify
38 the 's student's parent or guardian in writing that the school district to which the student has
39 transferred will be requested to withhold the student's grades, diploma, or transcripts until any
40 obligation has been satisfied;
- 41 2. forward appropriate grades or transcripts to the school district to which the student has
42 transferred;
- 43 3. at the same time, notify the school district to which the student has transferred of any financial
44 obligation of the student and request the withholding of the student's grades, diploma, or
45 transcripts until any obligations are met;
- 46 4. when the student or the-student's parent or guardian satisfies the obligation, inform the school
47 district to which the student has transferred.

48
49 A student or parent may appeal the imposition of a charge for damages to the Superintendent and to the
50 Board.

1
2
3 Legal reference: § 20-1-213 (3), MCA Transfer of school records
4 § 20-5-201(4), MCA Duties and sanctions
5 § 20-7-601, MCA Free textbook provisions
6 § 20-9-214, MCA Fees
7

8 Policy History:

9 Adopted on: 10/11/18

10 Reviewed on:

11 Revised on: 1/16/2020

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Student Clubs

6
7 The Board recognizes that student clubs are a helpful resource for schools and supports their
8 formation.

9
10 Recognized Student Clubs and Organizations

11
12 The Board of Trustees authorize the administration to approve and recognize student clubs or
13 organizations in a manner consistent with this policy and administrative procedure. Student clubs
14 that are recognized by the District and permitted to use District facilities, use the District's name,
15 a District school's name, or a District school's team name or any logo attributable to the District,
16 and raise and deposit funds with the District.

17
18 In order for the administration to approve and recognize a student club the group must submit an
19 application to the building administrator containing the following:

- 20
21 1. The organization's name and purpose.
22
23 2. The staff employee designated to serve as the group's advisor.
24
25 3. The rules and procedures under which it operates.
26
27 4. A statement that the membership will adhere to applicable Board policies and
28 administrative procedures.
29
30 5. A statement that membership is open and unrestricted and the organization will not
31 engage in discrimination based on someone's innate characteristics or membership in a
32 protected classification.
33

34 The administration will report to the Board when new student clubs have been approved and
35 recognized.

36
37 Upon approval of a new student club, the administration will notify the District clerk so the
38 group may have any funds raised for its operations so designated in accordance with the
39 District's financial practices.
40

41 Approved student clubs will appear in the student handbook and other appropriate district
42 publications. Advisors of new student clubs may be eligible for a stipend in accordance with
43 applicable collective bargaining agreement provisions and available district resources.
44

45 Informal or Unrecognized Student Groups

46

1
2
3
4 Student-led and initiated groups of similar interests may meet on school property during non-
5 instructional time in accordance with applicable District policies. Unrecognized groups may
6 have informal staff advisors who are not eligible for district stipend. Unrecognized student
7 groups may not deposit funds in district accounts. Notices posted by unrecognized groups must
8 be in accordance with applicable policy governing non-District events or groups and
9 administrator approval.

10
11 Fundraising

12
13 All funds raised by recognized student clubs are subject to applicable School District policies
14 regarding financial management. All funds raised by recognized student clubs that are donated to
15 the School District become public funds when placed in a School District account. All public
16 funds must be monitored in accordance with state law. Deposits must be reviewed to ensure
17 compliance with equity rules, amateur rules and appropriateness under district policy.

18
19 Funds spent by the School District will be done in accordance with District purchase order policy
20 and spending limits regardless of the source of the donation. All expenditures should be
21 preapproved to ensure equity and auditing standards are met.

22
23 The administration is authorized to develop procedures to implement this policy.

- 24
25 Cross Reference: 2332 – Religion and Religious Activities
26 3210 - Equal Education and Nondiscrimination
27 3222 – Distribution and Posting Materials
28 3233- Student Use of Buildings - Equal Access
29 4331 – Use of School Property for Posting Notices

30
31 Policy History:

- 32 Adopted on: 1/16/2020
33 Reviewed on:
34 Revised on:

1 **Trinity Elementary**

2
3 **STUDENTS**

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4
5 Student Records

6
7 School student records are confidential, and information from them will not be released other
8 than as provided by law. State and federal laws grant students and parents certain rights,
9 including the right to inspect, copy, and challenge school records.

10
11 The District will ensure information contained in student records is current, accurate, clear, and
12 relevant. All information maintained concerning a student receiving special education services
13 will be directly related to the provision of services to that child. The District may release
14 directory information as permitted by law, but parents will have the right to object to release of
15 information regarding their child. Military recruiters and institutions of higher education may
16 request and receive the names, addresses, and telephone numbers of all high school students,
17 unless the parent(s) notifies the school not to release this information.

18
19 The District will implement this policy and state and federal law with administrative procedures.
20 The District will inform staff members of this policy and inform students and their parents of it,
21 as well as of their rights regarding student school records.

22
23 Each student’s permanent file, as defined by the board of public education, must be permanently
24 kept in a secure location. Other student records must be maintained and destroyed as provided in
25 20-1-212, MCA.

26
27 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.
28 99
29 § 20-1-212, MCA Destruction of records by school officer.
30 § 20-5-201, MCA Duties and sanctions
31 § 40-4-225, MCA Access to records by parent
32 10.55.909, ARM Student Records
33
34

35 Policy History:

36 Adopted on: 10/11/18

37 Reviewed on:

38 Revised on:
39

1 **Trinity Elementary**

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3 **STUDENTS**

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4
5 Student Records

6
7 Notification to Parents and Students of Rights Concerning a Student's School Records

8
9 *This notification may be distributed by any means likely to reach the parent(s)/guardian(s).*

10
11 The District will maintain two (2) sets of school records for each student: a permanent record
12 and a cumulative record. The permanent record will include:

- 13
14 Basic identifying information
15 Academic work completed (transcripts)
16 Level of achievement (grades, standardized achievement tests)
17 Immunization records (per § 20-5-506, MCA)
18 Attendance record
19 Record of any disciplinary action taken against the student, which is educationally related
20

21 The cumulative record may include:

- 22
23 Intelligence and aptitude scores
24 Psychological reports
25 Participation in extracurricular activities
26 Honors and awards
27 Teacher anecdotal records
28 Verified reports or information from non-educational persons
29 Verified information of clear relevance to the student's education
30 Information pertaining to release of this record
31 Disciplinary information
32

33 The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students
34 over eighteen (18) years of age ("eligible students") certain rights with respect to the student's
35 education records. They are:

- 36
37 1. **The right to inspect and copy the student's education records, within a reasonable
38 time from the day the District receives a request for access.**

39
40 Students less than eighteen (18) years of age have the right to inspect and copy their
41 permanent record. Parents/guardians or students should submit to the appropriate school
42 official a written request identifying the record(s) they wish to inspect. The official will
43 make, within forty-five (45) days, arrangements for access and notify the parent(s)/
44 guardian(s) or eligible student of the time and place the records may be inspected. The
45 District charges a nominal fee for copying, but no one will be denied their right to copies
46 of their records for inability to pay this cost.

1
2
3
4 The rights contained in this section are denied to any person against whom an order of
5 protection has been entered concerning a student.
6

7 **2. The right to request amendment of the student's education records which the**
8 **parent(s)/guardian(s) or eligible student believes are inaccurate, misleading,**
9 **irrelevant, or improper.**

10
11 Parents/guardians or eligible students may ask the District to amend a record they believe
12 is inaccurate, misleading, irrelevant, or improper. They should write the records
13 custodian, clearly identifying the part of the record they want changed, and specify the
14 reason.
15

16 If the District decides not to amend the record as requested by the parent(s)/guardian(s) or
17 eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the
18 decision and advise him or her of their right to a hearing regarding the request for
19 amendment. Additional information regarding the hearing procedures will be provided to
20 the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.
21

22 **3. The right to permit disclosure of personally identifiable information contained in**
23 **the student's education records, except to the extent that FERPA or state law**
24 **authorizes disclosure without consent.**

25
26 Disclosure is permitted without consent to school officials with legitimate educational or
27 administrative interests. A school official is a person employed by the District as an
28 administrator, supervisor, instructor, or support staff member (including health or
29 medical staff and law enforcement unit personnel); a person serving on the Board; a
30 person or company with whom the District has contracted to perform a special task (such
31 as contractors, attorneys, auditors, consultants, or therapists); volunteers; other outside
32 parties to whom an educational agency or institution has outsourced institutional services
33 or functions that it would otherwise use employees to perform; or a parent(s)/guardian(s)
34 or student serving on an official committee, such as a disciplinary or grievance
35 committee, or assisting another school official in performing his or her tasks.
36

37 A school official has a legitimate educational interest, if the official needs to review an
38 education record in order to fulfill his or her professional responsibility.
39

40 Upon request, the District discloses education records, without consent, to officials of
41 another school district in which a student has enrolled or intends to enroll, as well as to
42 any person as specifically required by state or federal law. Before information is
43 released to individuals described in this paragraph, the parent(s)/guardian(s) will receive
44 written notice of the nature and substance of the information and an opportunity to
45 inspect, copy, and challenge such records. The right to challenge school student records
46 does not apply to: (1) academic grades of their child, and (2) references to expulsions or

1
2
3
4 out-of-school suspensions, if the challenge is made at the time the student's school
5 student records are forwarded to another school to which the student is transferring.
6

7 Disclosure is also permitted without consent to: any person for research, statistical
8 reporting, or planning, provided that no student or parent(s)/guardian(s) can be identified;
9 any person named in a court order; and appropriate persons if the knowledge of such
10 information is necessary to protect the health or safety of the student or other persons.
11

- 12 4. **The right to a copy of any school student record proposed to be destroyed or**
13 **deleted.**
14
15 5. **The right to prohibit the release of directory information concerning the parent's/**
16 **guardian's child.**
17

18 Throughout the school year, the District may release directory information regarding
19 students, limited to:
20

21 Student's name
22 Address
23 Gender
24 Parents/Guardians names and addresses
25 Photograph (including electronic version)
26 Date and place of birth
27 Dates of attendance
28 Grade level
29 Participation in officially recognized activities and sports
30 Honors and awards received
31

32 *Any parent(s)/guardian(s) or eligible student may prohibit the release of any or all of the*
33 *above information by delivering written objection to the school within ten (10) days of the*
34 *date of this notice. No directory information will be released within this time period,*
35 *unless the parent(s)/guardian(s) or eligible student are specifically informed otherwise.*
36 *When a student transfers, leaves the District, or graduates, the school must continue to*
37 *honor a decision to opt-out, unless the parent or student rescinds the decision.*
38

39 A parent or student 18 years of age or an emancipated student, may not opt out of
40 directory information to prevent the district from disclosing or requiring a student to
41 disclose their name [identifier, institutional email address in a class in which the student
42 is enrolled] or from requiring a student to disclose a student ID card or badge that
43 exhibits information that has been properly designated directory information by the
44 district in this policy.
45
46

1
2
3 **6. The right to request that information not be released to military recruiters and/or**
4 **institutions of higher education.**

5
6 Pursuant to federal law, the District is required to release the names, addresses, and
7 telephone numbers of all high school students to military recruiters and institutions of
8 higher education upon request.

9
10 Parent(s)/guardian(s) or eligible students may request that the District not release this
11 information, and the District will comply with the request.

12
13 **7. The right to file a complaint with the U.S. Department of Education, concerning**
14 **alleged failures by the District to comply with the requirements of FERPA.**

15
16 The name and address of the office that administers FERPA is:

17
18 Family Policy Compliance Office
19 U.S. Department of Education
20 400 Maryland Avenue, SW
21 Washington, DC 20202-4605

Student Directory Information Notification

*Please sign and return this form to the school within ten (10) days of the receipt of this form **ONLY** if you do not want directory information about your child disclosed to third parties in accordance with the Family Educational Rights and Privacy Act (FERPA). If we receive no response by that date, we will disclose all student directory information at our discretion and/or in compliance with law.*

_____ *Date*

Dear Parent/Eligible Student:

This document informs you of your right to direct the District to withhold the release of student directory information for _____.

Student's Name

Following is a list of items this District considers student directory information.

Please review School District Policy 3600P for complete information.

<ul style="list-style-type: none"> -Student's name -Address -Telephone listing -Electronic mail address -Photograph (including electronic version) -Date and place of birth -Major field of study -Dates of attendance -Grade level 	<ul style="list-style-type: none"> -Enrollment status (e.g., undergraduate or graduate; full-time or part-time) -Participation in officially recognized activities and sports -Weight and height of members of athletic teams -Degrees -Honors and awards received -Most recent educational agency or institution attended
--	--

If you do NOT want directory information provided to the following, please check the appropriate box.

- Institutions of Higher Education, Potential Employers, Armed Forces Recruiters,
- Government Agencies Other

NOTE: If information such as a student's name, grade level, or photograph, and other listed information is to be withheld, the student will not be included in the school's yearbook, program events, and similar School District publications or other statewide programs related to student safety, research, and scholarship. Please review School District Policy 3600P for complete information.

_____ *Parent/Eligible Student's Signature*

_____ *Date*

1 **Trinity Elementary**

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3 **STUDENTS**

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4
5 Student Records

6
7 Maintenance of School Student Records

8
9 The District maintains two (2) sets of school records for each student – a permanent record and a
10 cumulative record.

11
12 The permanent record will include:

- 13
- 14 Basic identifying information
- 15 Academic work completed (transcripts)
- 16 Level of achievement (grades, standardized achievement tests)
- 17 Immunization records (per § 20-5-406, MCA)
- 18 Attendance record
- 19 Statewide student identifier assigned by the Office of Public Instruction
- 20 Record of any disciplinary action taken against the student, which is educationally related
- 21

22 Each student’s permanent file, as defined by the board of public education, must be permanently kept in a
23 secure location.

24
25 The cumulative record may include:

- 26
- 27 Intelligence and aptitude scores
- 28 Psychological reports
- 29 Participation in extracurricular activities
- 30 Honors and awards
- 31 Teacher anecdotal records
- 32 Verified reports or information from non-educational persons
- 33 Verified information of clear relevance to the student’s education
- 34 Information pertaining to release of this record
- 35 Disciplinary information
- 36 Camera footage only for those students directly involved in the incident
- 37

38 Information in the permanent record will indicate authorship and date and will be maintained in
39 perpetuity for every student who has been enrolled in the District. Cumulative records will be maintained
40 for eight (8) years after the student graduates or permanently leaves the District. Cumulative records
41 which may be of continued assistance to a student with disabilities, who graduates or permanently
42 withdraws from the District, may, after five (5) years, be transferred to the parents or to the student if the
43 student has succeeded to the rights of the parents.

44
45 The building principal will be responsible for maintenance, retention, or destruction of a student’s
46 permanent or cumulative records, in accordance with District procedure established by the
47 Superintendent.

48
49 Access to Student Records

1 The District will grant access to student records as follows:

2 3600P
3 page 2 of 6
4

- 5 1. The District or any District employee will not release, disclose, or grant access to information
6 found in any student record except under the conditions set forth in this document.
7
- 8 2. The parents of a student under eighteen (18) years of age will be entitled to inspect and copy
9 information in the child's school records. Such requests will be made in writing and directed to
10 the records custodian. Access to the records will be granted within fifteen (15) days of the
11 District's receipt of such request. Parents are not entitled to records of other students. If a record
12 contains information about two students, information related to the student of the non-requesting
13 parent will be redacted from the record.
14

15 In situations involving a record containing video footage, a parent of a student whose record
16 contains the footage is allowed to view the footage contained in the record but is not permitted to
17 receive a copy unless the parents of the other involved students provide consent. The footage is
18 not a record of students in the background of the image or not otherwise involved in the
19 underlying matter.
20

21 Where the parents are divorced or separated, both will be permitted to inspect and copy the
22 student's school records, unless a court order indicates otherwise. The District will send copies
23 of the following to both parents at either one's request, unless a court order indicates otherwise:
24

- 25 a. Academic progress reports or records;
26 b. Health reports;
27 c. Notices of parent-teacher conferences;
28 d. School calendars distributed to parents/guardians; and
29 e. Notices about open houses and other major school events, including student-parent
30 interaction.
31

32 A student that attains the age of legal majority is an "eligible student" under FERPA. An eligible
33 student has the right to access and inspect their student records. An eligible student may not
34 prevent their parents from accessing and inspecting their student records if they are a dependent
35 of their parents in accordance with Internal Revenue Service regulations.
36

37 Access will not be granted to the parent or the student to confidential letters and
38 recommendations concerning admission to a post-secondary educational institution, applications
39 for employment, or receipt of an honor or award, if the student has waived his or her right of
40 access after being advised of his or her right to obtain the names of all persons making such
41 confidential letters or statements.
42

- 43 3. The District may grant access to or release information from student records without prior written
44 consent to school officials with a legitimate educational interest in the information. A school
45 official is a person employed by the District in an administrative, supervisory, academic, or
46 support staff position (including, but not limited to administrators, teachers, counselors,
47 paraprofessionals, coaches, and bus drivers), and the board of trustees. A school official may also
48 include a volunteer or contractor not employed by the District but who performs an educational
49 service or function for which the District would otherwise use its own employees and who is
50 under the direct control of the District with respect to the use and maintenance of personally
51 identifying information from education records, or such other third parties under contract with the

District to provide professional services related to the District's educational mission, including, but not limited to, attorneys and auditors. A school official has a legitimate educational interest in student education information when the official needs the information in order to fulfill his or her professional responsibilities for the District. Access by school officials to student education information will be restricted to that portion of a student's records necessary for the school official to perform or accomplish their official or professional duties.

4. The District may grant access to or release information from student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records.
5. The District may grant release of a child's education records to child welfare agencies without the prior written consent of the parents.
6. The District will grant access to or release information from a student's records pursuant to a court order.
7. The District will grant access to or release information from any student record, as specifically required by federal or state statute.
8. The District will grant access to or release information from student records to any person possessing a written, dated consent, signed by the parent or eligible student, with particularity as to whom the records may be released, the information or record to be released, and reason for the release. One (1) copy of the consent form will be kept in the records, and one (1) copy will be mailed to the parent or eligible student by the Superintendent. Whenever the District requests consent to release certain records, the records custodian will inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.
9. The District may release student records to the superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official. School officials may also include those listed in #3 above.
10. Prior to release of any records or information under items 5, 6, 7, 8, and 9, above, the District will provide prompt written notice to the parents or eligible student of this intended action. This notification will include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian will make this decision, taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. The District will notify the parents or eligible student, as soon as possible, of the information released, date of the release, the person, agency, or organization to whom the release was made, and the purpose of the release.

12. The District may disclose, without parental consent, student records or information to the youth court and law enforcement authorities, pertaining to violations of the Montana Youth Court Act or criminal laws by the student.
13. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).
14. The District charges a nominal fee for copying information in the student's records. No parent or student will be precluded from copying information because of financial hardship.
15. A record of all releases of information from student records (including all instances of access granted, whether or not records were copied) will be kept and maintained as part of such records. This record will be maintained for the life of the student record and will be accessible only to the parent or eligible student, records custodian, or other person. The record of release will include:
 - a. Information released or made accessible.
 - b. Name and signature of the records custodian.
 - c. Name and position of the person obtaining the release or access.
 - d. Date of release or grant of access.
 - e. Copy of any consent to such release.

Directory Information

The District may release certain directory information regarding students, except that parents may prohibit such a release. Directory information will be limited to:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph (including electronic version)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Enrollment status (e.g., undergraduate or graduate; full-time or part-time)
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees
- Honors and awards received
- Most recent educational agency or institution attended

The notification to parents and students concerning school records will inform them of their right to object to the release of directory information. The School District will specifically include information about the missing children electronic directory photograph repository permitting parents or guardians to choose to have the student's photograph included in the repository for that school year; information about the use of the directory photographs if a student is identified as a missing child; and information about

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3
4 how to request the student's directory photograph be removed from the repository.

5
6 Military Recruiters/Institutions of Higher Education/Government Agencies

7
8 Pursuant to federal law, the District is required to release the names, addresses, and telephone
9 numbers of all high school students to military recruiters and institutions of higher education upon
10 request.

11
12 The Montana Superintendent of Public Instruction may release student information to the Montana
13 Commissioner of Higher Education and Montana Department of Labor and Industry for research purposes
14 after entering into agreement with Commissioner and Department. If the Superintendent of Public
15 Instruction offers a statewide assessment that serves as a college entrance exam, the student's personally
16 identifiable information may be released to colleges, state-contracted testing agencies, and scholarship
17 organizations with student consent.

18
19 The notification to parents and students concerning school records will inform them of their right to
20 object to the release of this information.

21
22 Student Record Challenges

23
24 The District shall give a parent or eligible student, on request, an opportunity for a hearing to challenge
25 content of the student's education records on the grounds that the information contained in the education
26 records is inaccurate, misleading, or in violation of the privacy rights of the student.

27
28 The hearing required by 34 C.F.R. 99.21 must meet, at a minimum, the following requirements:

- 29
- 30 • 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.
 - 31 • The District shall give the parent or eligible student notice of the date, time, and place, reasonably
32 in advance of the hearing.
 - 33 • The hearing may be conducted by any individual including an official of the District who does
34 not have direct interest in the outcome of the hearing.
 - 35 • The District shall make its decision in writing within a reasonable amount of time after the
36 hearing.
 - 37 • The decision must be based solely on the evidence presented at the hearing, and must include a
38 summary of the evidence and the reasons for the decision.
- 39

40 The parent or eligible student has:

- 41
- 42 • The right to present evidence and to call witnesses;
 - 43 • The right to cross-examine witnesses;
 - 44 • The right to counsel;
 - 45 • The right to a written statement of any decision and the reasons therefor;
- 46

47 The parents may insert a written statement of reasonable length describing their position on disputed
48 information. The school will maintain the statement with the contested part of the record for as long as
49 the record is maintained and will disclose the statement whenever it discloses the portion of the record to
50 which the statement relates.

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Legal Reference: Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2011); 34 C.F.R. 99 (2011), 34 C.F.R. 99.20-22
§ 20-5-201, MCA Duties and sanctions
§ 40-4-225, MCA Access to records by parent
§ 41-3-201, MCA Reports
§ 41-5-215, MCA Youth court and department records – notification of school
§ 20-7-104 Transparency and public availability of public school performance data -- reporting-- availability for timely use to improve instruction.
10.55.909, ARM Student records
10.55.910, ARM Student Discipline Records
Chapter 250 (2019) Electronic Director Photograph Repository

Procedure History:
Promulgated on: 10/11/18
Reviewed on:
Revised on: 1/16/2020

1 **Trinity Elementary**

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3 **STUDENTS**

3606

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5 Transfer of Student Records

6
7 The County Superintendent will forward by mail or by electronic means a certified copy of a
8 permanent or cumulative file of any student and a file of special education records of any student
9 to a local educational agency or accredited school in which a student seeks to or intends to enroll
10 within five (5) working days after receipt of a written or electronic request. The files to be
11 forwarded must include education records in a permanent file – that is, name and address of a
12 student, name of parent or legal guardian, date of birth, academic work completed, level of
13 achievement (grades, standardized tests), immunization records, special education records, and
14 any disciplinary actions taken against a student that are educationally related.

15
16 When the County Superintendent cannot transfer records within five (5) days, the County
17 Superintendent will notify a requestor, in writing or electronically, and will provide reasons why
18 the County Superintendent is unable to comply with a five-(5)-day time period. The County
19 Superintendent also will include in that notice the date by which requested records will be
20 transferred. The County Superintendent will not refuse to transfer records because a student owes
21 fines or fees.

22
23
24
25 Cross Reference: 3413 Student Immunization
26 3600 - 3600P Student Records
27 3606F Records Certification

28
29 Legal Reference: § 20-1-213, MCA Transfer of school records

30
31
32 Policy History:

33 Adopted on: 10/11/18

34 Reviewed on:

35 Revised on:

1 **Trinity Elementary**

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3 **STUDENTS**

3612
page 1 of 2

4
5 District-Provided Access to Electronic Information, Services, and Networks

6
7 General

8
9 The District makes Internet access and interconnected computer systems available to District students and
10 teacher. The District provides electronic networks, including access to the Internet, as part its
11 instructional program and to promote educational excellence by facilitating resource sharing, innovation,
12 and communication.

13
14 The District expects all students to take responsibility for appropriate and lawful use of this access,
15 including good behavior on-line. The District may withdraw student access to its network and to the
16 Internet when any misuse occurs. The teacher and other staff will make reasonable efforts to supervise
17 use of network and Internet access; however, student cooperation is vital in exercising and promoting
18 responsible use of this access.

19
20 The district shall provide age-appropriate instruction to students regarding appropriate online behavior.
21 Such instruction shall include, but not be limited to: positive interactions with others online, including on
22 social networking sites and in chat rooms; proper online social etiquette; protection from online predators
23 and personal safety; and how to recognize and respond to cyberbullying and other threats.

24
25 Curriculum

26
27 Use of District electronic networks will be consistent with the curriculum adopted by the District, as well
28 as with varied instructional needs, learning styles, abilities, and developmental levels of students, and will
29 comply with selection criteria for instructional materials and library materials. The teacher may use the
30 Internet throughout the curriculum, consistent with the District's educational goals.

31
32 Acceptable Uses

- 33
- 34 1. Educational Purposes Only. All use of the District's electronic network must be: (1) in support
35 of education and/or research, and in furtherance of the District's stated educational goals; or (2)
36 for a legitimate school business purpose. Use is a privilege, not a right. Students and staff
37 members have no expectation of privacy in any materials that are stored, transmitted, or received
38 via the District's electronic network or District computers. The District reserves the right to
39 monitor, inspect, copy, review, and store, at any time and without prior notice, any and all usage
40 of the computer network and Internet access and any and all information transmitted or received
41 in connection with such usage.
 - 42
43 2. Unacceptable Uses of Network. The following are considered unacceptable uses and constitute a
44 violation of this policy:
 - 45
46 A. Uses that violate the law or encourage others to violate the law, including but not limited
47 to transmitting offensive or harassing messages; offering for sale or use any substance the
48 possession or use of which is prohibited by the District's student discipline policy;
49 viewing, transmitting, or downloading pornographic materials or materials that encourage
50 others to violate the law; intruding into

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4 the networks or computers of others; and downloading or transmitting confidential, trade
5 secret information, or copyrighted materials.
6

- 7 B. Uses that cause harm to others or damage to their property, including but not limited to
8 engaging in defamation (harming another's reputation by lies); employing another's
9 password or some other user identifier that misleads message recipients into believing
10 that someone other than you is communicating, or otherwise using his/her access to the
11 network or the Internet; uploading a worm, virus, other harmful form of programming or
12 vandalism; participating in "hacking" activities or any form of unauthorized access to
13 other computers, networks, or other information.
14
- 15 C. Uses that jeopardize the security of student access and of the computer network or other
16 networks on the Internet.
17
- 18 D. Uses that are commercial transactions. Students and other users may not sell or buy
19 anything over the Internet. Students and others should not give information to others,
20 including credit card numbers and social security numbers.
21

22 Warranties/Indemnification

23
24 The District makes no warranties of any kind, express or implied, in connection with its provision of
25 access to and use of its computer networks and the Internet provided under this policy. The District is not
26 responsible for any information that may be lost, damaged, or unavailable when using the network or for
27 any information that is retrieved or transmitted via the Internet. The District will not be responsible for
28 any unauthorized charges or fees resulting from access to the Internet. Any user is fully responsible to the
29 District and will indemnify and hold the District, its trustees, administrators, teachers, and staff harmless
30 from any and all loss, costs, claims, or damages resulting from such user's access to its computer network
31 and the Internet, including but not limited to any fees or charges incurred through purchase of goods or
32 services by a user. The District expects a user or, if a user is a minor, a user's parents or legal guardian to
33 cooperate with the District in the event of its initiating an investigation of a user's use of access to its
34 computer network and the Internet.
35

36 Violations

37
38 If a user violates this policy, the District will deny a student's access or will withdraw access and may
39 subject a student to additional disciplinary action. The supervising teacher will make all decisions
40 regarding whether or not a user has violated this policy and any related rules or regulations and may deny,
41 revoke, or suspend access at any time, with that decision being final.
42
43

44 Policy History:

45 Adopted on: 10/11/18

46 Reviewed on:

47 Revised on:
48

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 Trinity 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 ____

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.

4
5 Pupil Online Personal Information Protection

6
7 Compliance

8 The School District will comply with the Montana Pupil Online Personal Information Protection
9 Act. The School District shall execute written agreements with operators who provide online
10 applications for students and employees in the school district. The School District will execute
11 written agreements with third parties who provide digital educational software or services,
12 including cloud-based services, for the digital storage, management, and retrieval of pupil
13 records. The written agreements will require operators and third parties to the School District for
14 K-12 purposes or the delivery of student or educational services to comply with Montana and
15 federal law regarding protected student information. All pupil records accessed by the operator
16 or third party during the term of the agreement or delivery of service to the application will
17 continue to be the property of and under the control of the school district.
18

19 Operators of Online Applications

20 Operators providing online applications to the School District shall not target advertising to
21 students, sell student information, or otherwise misuse student information. Operators shall not
22 use information to amass a profile about a pupil, except in furtherance of K-12 school
23 purposes. Operators shall not sell a pupil's information, including protected information unless
24 authorized by law. Operators shall not disclose protected information unless the disclosure is
25 made in accordance with School District policy, state or federal law, or with parent consent.
26 Operators shall implement and maintain reasonable security procedures and practices appropriate
27 to the nature of the protected information and safeguard that information from unauthorized
28 access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected
29 information if the school or district requests the deletion of data under the control of the school
30 or district.
31

32 Third Parties Providing Software and Services

33 Third parties providing digital education software and services to the School District shall certify
34 that pupil records will not be retained or available to the third party upon completion of the terms
35 of the agreement. Furthermore, third parties shall not use any information in pupil records for
36 any purpose other than those required or specifically permitted by the agreement with the
37 operator. Third parties shall not use personally identifiable information in pupil records to
38 engage in targeted advertising.
39

40 Third parties providing digital education software and services to the School District shall
41 provide a description of the means by which pupils may retain possession and control of their
42 own pupil-generated content. Third parties shall provide a description of the procedures by
43 which a parent, legal guardian, or eligible pupil may review personally identifiable information
44 in the pupil's records and correct erroneous information. Third parties shall provide a description
45 of the actions the third party will take, including the designation and training of responsible
46 individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide

1
2
3 a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18
4 years of age or older in the event of an unauthorized disclosure of the pupil's records;

5
6 Failure to Comply and Legal Review

7 An operator's or third party's failure to honor the law, agreement or School District policy will
8 result in termination of services. The School District will report any operator who fails to honor
9 the law to the appropriate authorities for criminal prosecution.

10
11 All contracts and agreements executed under this agreement will be reviewed by the School
12 District's legal counsel.

13
14 Cross Reference: Policy 3600 – Student Records
15 Policy 3650F- Model Agreement

16
17 Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R.
18 99
19 Montana Pupil Online Personal Information Protection Act, Title 20,
20 chapter 7, part 13, MCA

21
22 Policy History:

23 Adopted on: 1/16/2020

24 Reviewed on:

25 Revised on:

TRINITY ELEMENTARY
Montana Data Privacy Agreement

For use with vendors providing student record management services and online applications
utilized to deliver services to students.

This agreement assists Montana public school districts in complying with the Montana Pupil Online Personal Information Protection Act. The 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 comply with Montana student privacy laws, reflect the terms the district has agreed upon, and protects the school district's interests. If the vendor or the school district have requested changes to this 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 Trinity Elementary 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 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

Signed By Contractor:

_____ Date: _____

_____, Contractor

Title/Position: _____

Company Name: _____

Company Address: _____

Company Phone Number: _____

Company Website: _____

Signed by School District/Local Education Agency:

_____ Date: _____

_____, Board Chair _____ School District

ATTEST:

_____ Date: _____

_____, District Clerk _____ School District

**OPTIONAL EXHIBIT A
GENERAL OFFER TERMS ISSUED BY CONTRACTOR**

This is a document is used to allow other Montana school districts to sign this exhibit and return it to the vendor instead of entering into individual agreements with the vendor. By signing this exhibit the district and vendor are entering into the terms of the originating agreement. This exhibit can only be used if the terms of the agreement are generic and do not have provisions or elections that may be different for other school districts. If a vendor would like to use their own exhibit or make changes to this exhibit, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at (406) 442-2180.

1. Offer of Terms Contractor 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 though its signature below. The Contractor agrees that the information on this Offer of Terms will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the Offer of Terms for the Subscribing LEA. This General Offer shall extend only to privacy protections and Contractor’s signature shall not necessarily bind Contractor to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Contractor and the Subscribing LEA may also agree to change the data provide by LEA to the Contractor to suit the unique needs of the Subscribing LEA. The Contractor 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 Contractor’s signature to this Form. Contractor shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Provider: _____

SIGNED BY: _____

Date: _____

Printed Name: _____ Title/Position: _____

OPTIONAL EXHIBIT A
SUBSCRIBING LEA ACCEPTANCE OF GENERAL OFFER TERMS

This is a document is used to allow other Montana school districts to sign this exhibit and return it to the vendor instead of entering into individual agreements with the vendor. By signing this exhibit the district and vendor are entering into the terms of the originating agreement. This exhibit can only be used if the terms of the agreement are generic and do not have provisions or elections that may be different for other school districts. If a vendor would like to use their own exhibit or make changes to this exhibit, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at (406) 442-2180.

2. Subscribing LEA (Local Education Agency). A Subscribing LEA, by its signature below, accepts this General Offer of Privacy Terms issued by the Contractor. The Subscribing LEA's individual information is contained below. The Subscribing LEA and the Contractor shall therefore be bound by the same terms of the originating DPA and any other agreement between the parties.

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA: _____

SIGNED BY: _____

Name _____ Title _____

Address _____

Telephone Number _____

Email _____

Date _____

TRINITY ELEMENTARY

R = required

**4000 SERIES
COMMUNITY RELATIONS**

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1 **Trinity Elementary**

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 supervising teacher 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: 10/11/18

29 Reviewed on:

30 Revised on:

31

1 **Trinity Elementary**

2

3 **COMMUNITY RELATIONS**

4301

4

5 Visitors to School

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

11

12

13

14 Policy History:

15 Adopted on: 10/11/18

16 Reviewed on:

17 Revised on:08/14/19

1 **Trinity Elementary**

2

3 **COMMUNITY RELATIONS**

4310

4

5 Public Complaints and Suggestions

6

7 The Board is interested in receiving valid complaints and suggestions. Public complaints and
8 suggestions shall be submitted by the Uniform Complaint Procedure to the appropriate-level staff
9 member or Board of Trustees. 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: 10/11/18

20 Reviewed on:

21 Revised on:

22

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4313

4
5 Disruption of School Operations

6
7 The staff member in charge will immediately notify local law enforcement authorities, if any
8 person disrupts or obstructs any school program, activity, or meeting or threatens to do so, or
9 commits, threatens to imminently commit, or incites another to commit any act that will disturb
10 or interfere with or obstruct any lawful task, function, process, or procedure of any student,
11 official, employee, or invitee of the District.

12
13 The staff member in charge will make a written report detailing the incident no later than twenty-
14 four (24) hours after the incident occurs. A copy of the report will be given to the Board Chair.

15
16
17
18 Cross Reference: 4301 Visitors to Schools

19
20 Legal Reference: § 20-1-206, MCA Disturbance of school - penalty
21 § 20-5-201, MCA Duties and sanctions
22 § 45-8-101, MCA Disorderly conduct

23
24 Policy History:

25 Adopted on: 10/11/18

26 Reviewed on:

27 Revised on:

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4315

4
5 Visitor and Spectator Conduct

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

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

19
20 The Superintendent is authorized to temporarily restrict access to school buildings or property
21 and recommend to the Board of Trustees denial of future admission to any person by delivering
22 or mailing a notice by certified mail with return receipt requested, containing:

- 23
- 24 1. Date, time, and place of a Board hearing;
- 25
- 26 2. Description of the unsportsmanlike conduct; and
- 27
- 28 3. Proposed time period admission to school buildings or property or school events will be
- 29 denied.
- 30

31	Cross Reference:	4301	Visitors to School
32			
33	Legal Reference:	§ 20-1-206, MCA	Disturbance of school – penalty
34		§ 20-4-303, MCA	Abuse of teachers
35		§ 45-8-101, MCA	Disorderly conduct
36		§ 45-8-351, MCA	Restriction on Local Government Regulation of
37			Firearms
38		Article X, section 8	Montana Constitution

39
40 Policy History

41 Adopted on: 1/16/2020

42 Reviewed on:

43 Revised on:

1 **Trinity Elementary**

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 supervising teacher is designated the Americans with Disabilities Act Title II Coordinator.

16
17 An individual with a disability should notify the supervising teacher if they have a disability
18 which will require special assistance or services and what services are required. This notification
19 should occur as far as possible before the school-sponsored function, program, or meeting.

20
21 Individuals with disabilities may allege a violation of this policy or of federal law by reporting it
22 to the supervising teacher, as the Title II Coordinator, or by filing a grievance under the Uniform
23 Complaint Procedure.

24
25
26
27 Cross Reference: 1700 Uniform Complaint Procedure

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

31
32 Policy History:

33 Adopted on: 10/11/18

34 Reviewed on:

35 Revised on:

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4320

4
5 Contact With Students

6
7 Students are entrusted to the schools for educational purposes. Although educational purposes
8 encompass a broad range of experiences, school officials must not assume license to allow
9 unapproved contact with students by persons not employed by the District for educational
10 purposes.

11
12 Teachers may arrange for guest speakers on appropriate topics relative to the curriculum.
13 Principals may approve school assemblies on specific educational topics of interest and
14 relevance to the school program. The District normally does not permit other types of contact by
15 non-school personnel.

16
17 Unless authorized by the building administrator or otherwise required by District policy or state
18 and federal law, the District will not allow access to the schools by outside individuals, entities,
19 businesses, service providers, or organizations desiring to use the captive audience in a school
20 for information, sales material, special interest purposes or delivery of services to students or
21 groups of students that are unrelated to District operations.

22
23
24
25 Policy History:

26 Adopted on: 10/11/18

27 Reviewed on:

28 Revised on: 1/16/2020

1 **Trinity Elementary**

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: 10/11/18

17 Reviewed on:

18 Revised on:

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4331

4
5 Use of School Property for Posting Notices

6
7 Non-school-related organizations may request permission of the Supervising Teacher to display
8 posters in the area reserved for community posters or to have flyers distributed to students.

9
10 Posters and/or flyers must be student oriented and have the sponsoring organization's name
11 prominently displayed. The District will not permit the posting or distribution of any material
12 that would:

- 13
14 A. Disrupt the educational process;
15
16 B. Violate the rights of others;
17
18 C. Invade the privacy of others;
19
20 D. Infringe on a copyright;
21
22 E. Be obscene, vulgar, or indecent; or
23
24 F. Promote the use of drugs, alcohol, tobacco, firearms, or certain products that create
25 community concerns.

26
27 No commercial publication shall be posted or distributed unless the purpose is to further a school
28 activity, such as graduation, class pictures, or class rings. No information from any candidates
29 for non-student elective offices shall be posted in or around school district property, or
30 distributed to the students.

31
32 If permission is granted to distribute materials, the organization must arrange to have copies
33 delivered to the school. Distribution of the materials will be arranged by administration.
34
35
36

37 Policy History:

38 Adopted on: 10/11/18

39 Reviewed on:

40 Revised on:

1 **Trinity Elementary**

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 4. Smoke or otherwise use tobacco or nicotine products, and alternative nicotine and vapor
- 16 products as defined in 16-11-302, MCA, or other similar products;
- 17
- 18 5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or possess weapons
- 19 (as defined in Policy 3310/3311) at any time;
- 20
- 21 6. Impede, delay, or otherwise interfere with the orderly conduct of the District’s educational
- 22 program or any other activity occurring on school property;
- 23
- 24 7. Enter upon any portion of school premises at any time for purposes other than those which are
- 25 lawful and authorized by the Board; or
- 26
- 27 8. Willfully violate other District rules and regulations.
- 28

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

31
32 Cross Reference: 3310 Student Discipline
33 3311 Firearms and Weapons

34
35 Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081
36 Smoke Free School Act of 1994
37 16-11-302, MCA Definitions
38 § 20-1-220, MCA Use of tobacco product in public school building or on
39 public school property prohibited
40 § 20-5-410, MCA Civil penalty
41 § 45-8-351, MCA Restriction on Local Government Regulation of
42 Firearms
43 Article X, section 8 Montana Constitution
44

45 Policy History:

46 Adopted on:

47 Reviewed on:

48 Revised on: 9/8/2010, 04/2014, 10/14/2015; 1/16/2020

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4340
page 1 of 2

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

22
23 In accordance with Title 2, Chapter 6, MCA, the District will make available for public
24 inspection and copying all District records or portions of records, except those containing the
25 following information:

- 26
27 1. Personal information in any file maintained for students. Information in student records
28 will be disclosed only in accordance with requirements of the Family Educational Rights
29 and Privacy Act of 1974 and adopted District policy.
30
31 2. Personal information in files maintained for staff, to the extent that disclosure will violate
32 their right to privacy.
33
34 3. Test questions, scoring keys, or other examination data used to administer academic tests.
35
36 4. The contents of real estate appraisals made for or by the District relative to the
37 acquisition of property, until the project is abandoned or until such time as all of the
38 property has been acquired, but in no event will disclosure be denied for more than three
39 (3) years after appraisal.
40
41 5. Preliminary drafts, notes, recommendations, and intra-District memoranda in which
42 opinions are expressed or policies formulated or recommended, except a specific record
43 shall not be exempt when publicly cited by the District in connection with any District
44 action.
45
46

- 1
- 2
- 3
- 4 6. Records relevant to a controversy to which the District is a party, but which would not be
- 5 available to another party under the rules of pretrial discovery, for cases pending
- 6 resolution.
- 7
- 8 7. Records or portions of records, the disclosure of which would violate personal rights of
- 9 privacy.
- 10
- 11 8. Records or portions of records, the disclosure of which would violate governmental
- 12 interests.
- 13
- 14 9. Records or information relating to individual or public safety or the security of public
- 15 schools if release of the information jeopardizes the safety of facility personnel, the
- 16 public, students in a public school.
- 17

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

20

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

24

25 The District will not provide access to lists of individuals, which the requesting party intends to
26 use for commercial purposes or which the District reasonably believes will be used for
27 commercial purposes if such access is provided.

28

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

33

34

35

36 Legal Reference: Title 20, Ch. 6, MCA School districts
37 § 2-6-109, MCA Prohibition on distribution or sale of mailing lists –
38 exceptions – penalty

39

40 Policy History:
41 Adopted on: 10/11/18
42 Reviewed on:
43 Revised on:08/14/19

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4410

4
5 Relations With Law Enforcement and Child Protective Agencies

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

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

21
22 County or Regional Interdisciplinary Child Information and School Safety Team

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

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

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

39
40 Cross Reference: 4313 Disruption of School Operations

41
42 Legal Reference: § 20-1-206, MCA Disturbance of school – penalty
43 § 52-2-211, MCA County Interdisciplinary Child Information and
44 School Safety Team
45
46

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4
5
6
7

Policy History:

Adopted on: 10/11/19

Reviewed on:

Revised on: 08/14/19; 1/16/2020

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4411

4
5 Interrogation and Investigations Conducted by School Officials

6
7 The administration has the authority and duty to conduct investigations and to question students
8 pertaining to infractions of school rules, whether or not the alleged conduct is a violation of
9 criminal law. The administration shall determine when the necessity exists that law enforcement
10 officers be asked to conduct an investigation of alleged criminal behavior which jeopardizes the
11 safety of other people or school property or which interferes with the operation of the schools.

12
13 In instances when the administration has reasonable suspicion that a violation of district policy or
14 the student code of conduct has been violated, the administrator will investigate. The
15 administrator will notify the suspected rule violator(s) or potential witness(es) to the infraction.
16 The suspected student shall be advised orally or in writing of the nature of the alleged offense
17 and of the evidence against the student. Circumstances may arise where it would be advisable to
18 have another adult present during questioning of students.

19
20 Investigations by Law Enforcement

21
22 When a student becomes involved with law enforcement officers due to events outside of the
23 school environment and officers must interact with a student, the officer(s) is requested to confer
24 with the student when he/she is being investigated for conduct not under the jurisdiction of the
25 school.

- 26
27 a. The officer shall contact the supervising teacher and present proper identification in all
28 occasions upon his/her arrival on school premises.
- 29
30 b. Parents or guardians shall be notified by the law enforcement officer, supervising teacher
31 or assistant supervising teacher as soon as possible. The law enforcement officer,
32 supervising teacher shall make every effort to inform parents or guardians of the intent of
33 the law enforcement officers except when that notification may compromise the student's
34 safety.
- 35
36 c. The student's parent or guardian should be present, if practicable, during any
37 interrogation on school premises.

38
39 Cooperation with Law Enforcement

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

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

4
5 No school official, however, should ever place him/herself in the position of interfering with a
6 law enforcement official in the performance of his or her duties as an officer of the law. If the
7 law enforcement officials are not recognized and/or are lacking a warrant or court order, the
8 supervising teacher shall require proper identification of such officials and the reason(s) for the
9 visit to the school. If the supervising teacher is not satisfied, he/she shall attempt to notify the
10 Administrator and the officer's superior, documenting such action.

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

18 19 Taking a Student into Custody

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

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

40 41 Disturbance of School Environment

42
43 Law enforcement officers may be requested to assist in controlling disturbances of the school
44 environment which the Supervising teacher or other school administrator has found to be
45 unmanageable by school personnel and which disturbances have the potential of causing harm to

1 students, other persons, or school property. Staff members may also notify law enforcement
2 officials.

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

8
9

10	Legal Reference:	§ 20-1-206, MCA	Disturbance of school - penalty
11		§ 20-5-201, MCA	Duties and sanctions
12		§ 45-8-101, MCA	Disorderly conduct

13
14
15

16 Policy History:
17 Adopted on: 10/11/18
18 Reviewed on:
19 Revised on:

20

1 **Trinity Elementary**

2
3 **COMMUNITY RELATIONS**

4520

4
5 Cooperative Programs With Other Districts and Public Agencies

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

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

15
16 The District may enter into an interlocal agreement providing for the sharing of teachers,
17 specialists, superintendents, or other professional persons licensed under Title 37, MCA. If the
18 District shares a teacher or specialist with another district(s), the District’s share of such
19 teacher’s or specialist’s compensation will be based on the total number of instructional hours
20 expended by the teacher or the specialist in the District.

21
22
23
24 Legal Reference: §§ 7-11-101, et seq., MCA Interlocal Cooperation Act
25 §§ 20-7-451 through 456, MCA Authorization to create full service
26 education cooperatives
27 §§ 20-7-801, et seq., MCA Public recreation
28

29 Policy History:
30 Adopted on: 10/11/18
31 Reviewed on:
32 Revised on:

1 **Trinity Elementary**

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 Trinity School District
10 declares that, except in limited circumstances, Trinity 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 Trinity School District.
17 However, the Board of Trustees shall have discretion consistent with other Board policies to
18 employ 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 one thousand (1,000) feet of any District-owned buildings or property except
24 as otherwise provided in this policy. If the Supervising Teacher becomes aware that such a sex
25 offender is on, about, or within one thousand (1,000) feet of school property, the Supervising
26 Teacher shall direct the sex offender to immediately leave the area. The Board authorizes the
27 Supervising Teacher to request the assistance of the appropriate law enforcement authorities to
28 secure the removal of any registered sex offender from the area. If a registered sex offender
29 disregards the terms of this policy or the directives of the Supervising Teacher, then the
30 Supervising Teacher is authorized to confer with counsel and to pursue such criminal or civil
31 action as may be necessary to enforce compliance with this policy.

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

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

1
2
3
4 Rights of Parents on the Sex Offender Registry
5

6 In the event that a registered sex offender whose victim was a minor has a child attending the
7 District, the Supervising Teacher shall be authorized to modify this policy's restrictions to permit
8 the parent to drop off and pick up the child from school and to come onto campus to attend
9 parent-teacher conferences. However, the parent may not linger on or about school property
10 before or after dropping off his or her child, and the parent is prohibited from being in any part of
11 the school building except the main office.
12

13 This policy does not impose a duty upon the Supervising Teacher or any other employee of the
14 District to review the Sex Offender Registry and the school system's directory information to
15 ascertain whether a registered sex offender may have a child attending school in the District.
16 The provisions of this policy shall apply only if an administrator actually becomes aware that a
17 parent of a student at the school is a registered sex offender.
18

19 To facilitate voluntary compliance with this policy, the Supervising Teacher is encouraged to
20 speak with any affected parents upon learning of their status as registered sex offenders to
21 communicate the restrictions of this policy. At all times, the Supervising Teacher shall endeavor
22 to protect the privacy of the offender's child.
23

24 In the event of a truly exceptional situation, a parent on the Sex Offender Registry may ask the
25 Supervising Teacher for a waiver of this policy to permit the parent to attend these special
26 events. It is the intent of the Board, however, that these special circumstances be truly unusual
27 and infrequent occurrences.
28
29
30

31 Legal Reference: § 46-23-501, MCA Sexual or Violent Offender Registration Act
32 www.doj.mt.gov/svor/ Sexual or Violent Offender Registry
33

34 Policy History:

35 Adopted on: 10/11/18
36 Reviewed on:
37 Revised on:

TRINITY ELEMENTARY

R = required

5000 SERIES PERSONNEL

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5450	Employee Electronic Mail and On-Line Services Usage
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1 **Trinity Elementary**

2
3 **PERSONNEL**

5002

4
5 Accommodating Individuals With Disabilities

6
7 Individuals with disabilities shall 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 Each service, program, or activity operated in existing facilities shall be readily accessible to,
16 and usable by, individuals with disabilities. New construction and alterations to facilities existing
17 before January 26, 1992, will be accessible when viewed in their entirety.

18
19 The Board will designate the Americans with Disabilities Act Title II Coordinator.

20
21 An individual with a disability should notify the supervising teacher if they have a disability
22 which will require special assistance or services and what services are required. This notification
23 should occur as far as possible before the school-sponsored function, program, or meeting.

24
25
26
27 Cross Reference: 1700 Uniform Complaint Procedure

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

31
32 Policy History:

33 Adopted on: 10/11/18

34 Reviewed on:

35 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5010

4
5 Equal Employment Opportunity and Non-Discrimination

6
7 The School District will provide equal employment opportunities to all persons regardless of
8 race, creed, religion, color, or national origin or because of age, physical or mental disability,
9 marital status, or sex when the reasonable demands of the position do not require an age,
10 physical or mental disability, marital status, or sex distinction.

11
12 The District will make reasonable accommodation for an individual with a disability known to
13 the District, if the individual is otherwise qualified for the position, unless the accommodation
14 would impose undue hardship on the District.

15
16 A person with an inquiry regarding discrimination should direct their questions to the Title IX
17 Coordinator. A person with a specific written complaint should follow the Uniform Complaint
18 Procedure.

19
20 Retaliation against an employee who has filed a discrimination complaint, testified, or
21 participated in any manner in a discrimination investigation or proceeding is prohibited.

22
23
24 Cross Reference: 1700 Uniform Complaint Procedure

25
26 Legal Reference: Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*
27 Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*
28 Equal Pay Act, 29 U.S.C. § 206(d)
29 Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*
30 Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*
31 Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29 C.F.R.,
32 Part 1601
33 Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34
34 C.F.R., Part 106
35 Montana Constitution, Art. X, § 1 - Educational goals and duties
36 § 49-2-101, *et seq.*, MCA Human Rights Act
37 § 49-2-303, MCA Discrimination in Employment
38 § 49-3-102, MCA What local governmental units affected
39 §49-3-201, MCA Employment of state and local government
40 personnel.

41
42 Policy History:

43 Adopted on: 10/11/18

44 Reviewed on:

45 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5012

4
5 Sexual Harassment, Sexual Intimidation and Sexual Misconduct in the Workplace

6
7 The District will strive to provide employees a work environment free of unwelcome sexual advances, requests for
8 sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, or
9 misconduct, as defined and otherwise prohibited by state and federal law.

10
11 The District prohibits its employees from engaging in any conduct of a sexual nature when:

- 12
- 13 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s
- 14 employment;
- 15 2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions
- 16 affecting that individual; or
- 17 3. Such conduct has the purpose or effect of substantially interfering with the individual’s work performance
- 18 or creating an intimidating, hostile, or offensive work environment.
- 19 4. Such conduct deprives the individual of their rights to equal employment under District policy and state or
- 20 federal law.

21
22 Sexual harassment, sexual intimidation and sexual misconduct prohibited by this policy includes verbal, electronic,
23 or physical contact or conduct. The terms “intimidating,” “hostile,” “misconduct,” or “offensive” include but are
24 not limited to conduct that has the effect of deprivation of rights, humiliation, embarrassment, or discomfort.
25 Examples of sexual harassment, sexual intimidation, and sexual misconduct include but are not limited to
26 unwelcome or forceful physical touching, crude jokes or pictures, discussions of sexual experiences, pressure or
27 requests for sexual activity or favors, intimidation by words, actions, insults, or name calling, teasing related to
28 sexual characteristics, and spreading rumors related to a person’s alleged sexual activities. The District will evaluate
29 sexual harassment, sexual intimidation, and sexual misconduct in light of all circumstances.

30
31 A violation of this policy may result in disciplinary action, up to and including termination of employment. The
32 District is authorized to report any violation of this policy to law enforcement that is suspected to be a violation of
33 state or federal criminal laws.

34 Bottom of Form

35
36 Employees who believe they may have been sexually harassed or intimidated should contact the Title IX
37 Coordinator or an administrator, who will assist them in filing a complaint. An individual with a complaint alleging
38 a violation of this policy shall follow the Uniform Complaint Procedure.

39
40 Any person who knowingly makes a false accusation regarding sexual harassment likewise will be subject to
41 disciplinary action up to and including discharge with regard to employees or suspension and expulsion with regard
42 to students.

43
44 Cross Reference: 1700 Uniform Complaint Procedure
45 Legal Reference: Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), 29 C.F.R.
46 § 1604.11
47 Title IX of the Education Amendments, 20 U.S.C. §§ 1681,
48 Montana Constitution, Art. X, § 1 - Educational goals and duties
49 § 49-2-101, MCA Human Rights Act
50 *Harris v. Fork Lift Systems*, 114 S.Ct. 367 (1993)

51 Policy History:
52 Adopted on: 10/11/18
53 Reviewed on:
54 Revised on: 08/14/19

1 **Trinity Elementary**

2
3 **PERSONNEL**

4
5 Bullying/Harassment/Intimidation

6
7 The Board will strive to provide a positive and productive working environment. Bullying,
8 harassment, intimidation, between employees or by third parties, are strictly prohibited and shall
9 not be tolerated. This includes bullying, harassment, or intimidation via electronic
10 communication devices (“cyberbullying”).

11
12 Definitions

- 13
14 1. “Third parties” include but are not limited to coaches, school volunteers, parents, school
15 visitors, service contractors or others engaged in District business, such as employees of
16 businesses or organizations participating in cooperative work programs with the District,
17 and others not directly subject to District control at inter-district and intra-District athletic
18 competitions or other school events.
19
20 2. “District” includes District facilities, District premises, and non-District property if the
21 employee is at any District-sponsored, District-approved, or District-related activity or
22 function, such as field trips or athletic events, where the employee is engaged in District
23 business.
24
25 3. “Harassment, intimidation, or bullying” means any act that substantially interferes with
26 an 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 conduct may reasonably be considered to be a threat or an
29 attempted intimidation of a staff member or an interference with school purposes or an
30 educational function, and that has the effect of:
31
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 4. “Electronic communication device” means any mode of electronic communication,
38 including but not limited to computers, cell phones, PDAs, or the internet.
39

40 Reporting

41
42 All complaints about behavior that may violate this policy shall be promptly investigated. Any
43 employee or third party who has knowledge of conduct in violation of this policy or feels he/she
44 has been a victim of harassment, intimidation, or bullying in violation of this policy is
45 encouraged to immediately report his/her concerns to the County Superintendent, who has
46 overall responsibility for such investigations.

1
2
3
4 The complainant shall be notified of the findings of the investigation and, as appropriate, that
5 remedial action has been taken.
6

7
8 Responsibilities
9

10 The Supervising Teacher shall be responsible for ensuring that notice of this policy is provided
11 to staff and third parties and for the development of administrative regulations, including
12 reporting and investigative procedures, as needed.
13

14 Consequences
15

16 Staff whose behavior is found to be in violation of this policy will be subject to discipline up to
17 and including dismissal. Third parties whose behavior is found to be in violation of this policy
18 shall be subject to appropriate sanctions as determined and imposed by the County
19 Superintendent or the Board. Individuals may also be referred to law enforcement officials.
20

21 Retaliation and Reprisal
22

23 Retaliation is prohibited against any person who reports or is thought to have reported a
24 violation, files a complaint, or otherwise participates in an investigation or inquiry. Such
25 retaliation shall be considered a serious violation of Board policy, whether or not a complaint is
26 substantiated. False charges shall also be regarded as a serious offense and will result in
27 disciplinary action or other appropriate sanctions.
28
29
30

31 Legal Reference: 10.55.701(1)(g), ARM Board of Trustees
32 10.55.801(1)(d), ARM School Climate
33

34 Policy History:

35 Adopted on: 10/11/18
36 Reviewed on:
37 Revised on:
38

1 **Trinity Elementary**

2
3 **PERSONNEL**

5120

4
5 Hiring Process and Criteria

6 The Board and Superintendent/administrator will determine the screening and hiring process upon the
7 existence of each vacancy. The District will hire personnel appropriately licensed and endorsed in
8 accordance with state statutes and Board of Public Education rules, consistent with budget and staffing
9 requirements and will comply with Board policy and state law on equal employment opportunities and
10 veterans' preference. All applicants must complete a District application form to be considered for
11 employment.

12
13 Every applicant must provide the District with written authorization for a fingerprint/criminal background
14 investigation. The Superintendent will keep any conviction record confidential as required by law and
15 District policy. The district will create a determination sheet from the criminal history record. The
16 determination sheet will be kept on file at the District Office. The Criminal History Record with no
17 disqualifiers will be shredded on site immediately after review. The Criminal History Record with
18 disqualifiers will be retained on file at the District Office according to law. Every newly hired employee
19 must complete an Immigration and Naturalization Service form, as required by federal law.

20
21 Certification

22 The District requires contracted certified staff to hold valid Montana teacher or specialist certificates
23 endorsed for the roles and responsibilities for which they are employed. Failure to meet this requirement
24 shall be just cause for termination of employment. No salary warrants may be issued to a staff member,
25 unless a valid certificate for the role to which the teacher has been assigned has been registered with the
26 county superintendent within sixty (60) calendar days after a term of service begins. Every teacher and
27 administrator under contract must bring their current, valid certificate to the personnel office at the time
28 of initial employment, as well as at the time of each renewal of certification.

29
30 The custodian of records will register all certificates, noting class and endorsement of certificates, and
31 will update permanent records as necessary. The custodian of records also will retain a copy of each valid
32 certificate of a contracted certified employee in that employee's personnel file.

33
34 Reference Checks

35 The Board authorizes the Superintendent or the Superintendent's designee to inquire of past employers
36 about an applicant's employment on topics including but not limited to: title, role, reason for leaving,
37 work ethic, punctuality, demeanor, collegiality, putting the interests of students first, and suitability for
38 the position in the District. Responses to these inquiries should be documented and considered as part of
39 the screening and hiring process.

40
41
42 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

43
44 Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration
45 § 39-29-102, MCA Point preference or alternative preference in initial hiring
46 for certain applicants – substantially equivalent selection
47 procedure

48 Policy History:

49 Adopted on: 10/11/18

50 Reviewed on:

51 Revised on: 1/16/2020

1 **Trinity Elementary**

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 Board,
9 shall submit to a name-based and 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. The results of the name-based check will be presented to the Board,
12 concurrent with the recommendation for employment or appointment. Any subsequent offer of
13 employment or appointment will be contingent on results of the fingerprint criminal background check,
14 which must be acceptable to the Board, in its sole discretion.
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 Board, who will decide whether the
32 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.
34

35

36 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
	ARM 10.55.716	Substitute Teachers
	Public Law 105-251,	Volunteers for Children Act

43 Policy History:

44 Adopted on: 10/11/18

45 Reviewed on:

46 Revised on:
47

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 notification⁸ by Trinity Elementary School 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.⁹

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.¹⁰

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 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

⁸ Written notification includes electronic notification, but excludes oral notification.

⁹ See 28 CFR 50.12(b).

¹⁰ 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 Trinity Elementary School.

Signature of Applicant

Date

1 Trinity Elementary

2
3 Adopted on: 10/18/19

4 Reviewed on:

5 5125

6 PERSONNEL

7 Revised on:

9 Whistle Blowing and Retaliation

10
11 When district employees know or have reasonable cause to believe that serious instances of wrongful
12 conduct (e.g., mismanagement of district resources, violations of law and/or abuse of authority) have
13 occurred, they should report such wrongful conduct to the Board Chairperson.

14
15 For purposes of this policy, the term “wrongful conduct” shall be defined to include:

- 16 • theft of district money, property, or resources;
- 17 • misuse of authority for personal gain or other non-district purpose;
- 18 • fraud;
- 19 • violations of applicable federal and state laws and regulations; and/or
- 20 • serious violations of district policy, regulation, and/or procedure.

21
22
23 The Board of Trustees will not tolerate any form of reprisal, retaliation or discrimination against:

- 24 • Any employee, or applicant for employment, because he/she opposed any practice that he/she
25 reasonably believed to be made unlawful by federal or state laws prohibiting employment
26 discrimination on the basis of sex, sexual orientation, race, color, national origin, age, religion, height,
27 weight, marital status, handicap or disability.
- 28 • Any employee, or applicant for employment, because he/she filed a charge, testified, assisted or
29 participated, in any manner, in an investigation, proceeding or hearing under federal or state laws
30 prohibiting employment discrimination on the basis of sex, sexual orientation, race, color, national
31 origin, age, religion, height, weight, marital status, handicap or disability or because he/she reported a
32 suspected violation of such laws according to this policy; or,
- 33 • Any employee or applicant because he/she reported, or was about to report, a suspected violation of
34 any federal, state or local law or regulation to a public body (unless the employee knew that the report
35 was false) or because he/she was requested by a public body to participate in an investigation, hearing
36 or inquiry held by that public body or a court.

37
38 An employee or applicant for employment who believes that he/she has suffered reprisal, retaliation or
39 discrimination in violation of this policy shall report the incident(s) to the Board Chair. The Board of
40 Trustees guarantees that no employee or applicant for employment who makes such a report will suffer
41 any form of reprisal, retaliation or discrimination for making the report. Individuals are forbidden from
42 preventing or interfering with whistle blowers who make good faith disclosures of misconduct.

43
44 The Board or its agents will not discharge, discipline or otherwise penalize any employee because the
45 employee or someone acting on the employee’s behalf, reports, verbally or in writing, a violation or
46 suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a

1
2 public body, or because an employee is requested by a public body to participate in an investigation,
3 hearing or inquiry held by that public body, or a court action. Further, the Board or its agents will not
4 discharge, discipline or otherwise penalize any employee because the employee, or a person acting on
5 his/her behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning
6 unethical practices, mismanagement or abuse of authority by the employer. This section does not apply
7 when an employee knowingly makes a false report.

8 The District will exercise reasonable efforts to:

- 9
- 10 • investigate any complaints of retaliation or interference made by whistle blowers;
 - 11 • take immediate steps to stop any alleged retaliation; and
 - 12 • discipline any person associated with the District found to have retaliated against or interfered with a
13 whistle blower.

14
15 The Board of Trustees considers violations of this policy to be a major offense that will result in
16 disciplinary action, up to and including termination, against the offender, regardless of the offender's
17 position within the District.

18
19 The Board shall make this policy available to its staff by posting it on its website with its other District
20 policies.

21
22
23
24 Legal References: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-3(a)
25 Age Discrimination in Employment Act, 29 U.S.C. §623 (d)
26 Americans with Disabilities Act, 42 U.S.C. §12203(a) and (b)
27 Fair Labor Standards Act, 29 U.S.C. §215(a)(3)
28 Occupational Safety and Health Act, 29 U.S.C. §6660(c)
29 Family and Medical Leave Act, 29 U.S.C. §2615
30 National Labor Relations Act, 29 U.S.C. §158(a)
31

1 **Trinity Elementary**

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3 **PERSONNEL**

5140

4
5 Classified Employment and Assignment

6
7 Each classified employee will be employed under a written contract of a specified term, of a
8 beginning and ending date, within the meaning of § 39-2-912, MCA. Such employee shall have
9 no expectation of continued employment beyond the current contract term.

10
11 The District reserves the right to change employment conditions affecting an employee's duties,
12 assignment, supervisor, or grade.

13
14 The Board will determine salary and wages for classified personnel.

15
16
17
18
19
20 Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive
21 probationary period
22 *Hunter v. City of Great Falls* (2002), 2002 MT 331
23 *Whidden v. Nerison*, 294 Mont. 346, 981 P.2d 271 (1999)
24 *Bowden v. The Anaconda Co.*, 38 St. Rep. 1974 (D.C. Mont. 1981)
25 *Scott v. Eagle Watch Inv., Inc.*, 251 Mont. 191, 828 P.2d 1346 (1991)
26 *Prout v. Sears, Roebuck & Co.*, 236 Mont. 152, 722 P.2d 288 (1989)

27 Policy History:

28 Adopted on: 10/11/18

29 Reviewed on:

30 Revised on:

31

Trinity Elementary

Adopted on: 10/11/18

Reviewed on:

Revised on:

5220

PERSONNEL

Prohibition on Aiding Sexual Abuse

The district prohibits any employee, contractor or agent from assisting a school employee, contractor or agent in obtaining a new job if the individual or district knows or has probable cause to believe that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or a student in violation of the law. This prohibition does not include the routine transmission of administrative and personnel files.

This prohibition does not apply under certain conditions specified by the Every Student Succeeds Act (ESSA) such as:

1. The matter has been reported to law enforcement authorities and it has been officially closed or the school officials have been notified by the prosecutor or police after an investigation that there is insufficient information to establish probable cause, or;
2. The individual has been acquitted or otherwise cleared of the alleged misconduct, or;
3. The case remains open without charges for more than 4 years after the information was reported to a law enforcement agency.

Legal Reference: ESSA section 8038, § 8546

1 **Trinity Elementary**

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3 **PERSONNEL**

5221

4
5 Work Day

6
7 Length of Work Day - Certified Staff

8
9 The length of workday for a certified employee shall be eight (8) hours. The pupil school day is
10 six (6) hours long, exclusive of lunch.

11
12 Length of Work Day - Classified Staff

13
14 The length of a workday for classified staff is governed by the number of hours for which the
15 employee is assigned.

16
17
18

19 Legal Reference:	29 USC 201 to 219	Fair Labor Standards Act of 1985
	29 CFR 516, et seq.	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
	10.65.103(2), ARM	Program of Approved Pupil Instruction-
		Related Days
	24.16.101, et seq., ARM	Wages and Hours

26
27

28 Policy History:

29 Adopted on: 10/11/18

30 Reviewed on:

31 Revised on:

1 **Trinity Elementary**

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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 Board of
8 Trustees with the assistance of the County Superintendent. All new teachers shall be observed at
9 least two times with one walk-through by the County Superintendent. All other teachers will be
10 evaluated at least once every school year with one walk-through by the County Superintendent.
11 The evaluation model shall be aligned with applicable district goals, standards of the Board of
12 Public Education, and the district's mentorship and induction program. It shall identify what
13 skill sets are to be evaluated, include both summative and formative elements, and include an
14 assessment of the educator's effectiveness in supporting every student in meeting rigorous
15 learning goals through the performance of the educator's duties.

16
17 The County Superintendent will provide a copy of the completed evaluation to the staff member
18 and will provide opportunity to discuss the evaluation. The original should be signed by the staff
19 member and filed with the County Superintendent. If the staff member refuses to sign the
20 evaluation, the County Superintendent should note the refusal.

21
22 Legal Reference: ARM 10.55.701(4)(a)(b) Board of Trustees

23
24
25 Policy History:

26 Adopted on: 10/18/19

27 Reviewed on:

28 Revised on:

1 **Trinity Elementary**

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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 but not limited to
14 personal, speech, print, and digital communications. Failure to honor the appropriate employee
15 student relationship boundary will result in a report to the Department of Public Health and
16 Human Services and the appropriate law enforcement agency.

17
18 While on school property, employees shall not injure or threaten to injure another person;
19 damage another’s property or that of the District; or use, control, possess or transfer any weapon
20 or any item that could be reasonably considered to be a weapon as defined in Policies 3310 and
21 3311. “School property” means within school buildings, in vehicles used for school purposes, or
22 on grounds leased or owned by the school district.

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

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

41
42 Administrators and supervisors may set forth specific rules and regulations governing staff
43 conduct on the job within a particular building.

44
45 Cross Reference: Professional Educators of Montana Code of Ethics
46 Policy 3310 – Student Discipline

Policy 3311 – Firearms and Weapons
Policy 5232- Abused and Neglected Children

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

Policy History:

Adopted on: 10/11/18

Reviewed on:

Revised on: 1/16/2020

1 **Trinity Elementary**

2
3 **PERSONNEL**

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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, including
45 termination. Alternatively, the Board may require an employee to successfully complete an
46 appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

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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 County Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee’s conviction, within ten (10) days after receiving notice of the conviction.

Legal Reference: 41 USC 702, 703, 706 Drug-free workplace requirements for
Federal grant recipients
 § 50-46-205(2)(b), MCA Limitations of Medical Marijuana Act

Policy History:
Adopted on: 10/11/18
Reviewed on:
Revised on:

1 **Trinity Elementary**

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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 Board of Trustees will adopt and enact regulations consistent with federal
12 regulations, defining the circumstances and procedures for testing.

13

14

15

16 Legal Reference: 49 U.S.C. § 45101, Alcohol and Controlled Substances Testing (Omnibus
17 Transportation Employee Testing Act of 1991)
18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and
19 Alcohol Testing Programs), 382 (Controlled substance and alcohol use
20 and testing), and 395 (Hours of service of drivers)

21

22 Policy History:

23 Adopted on: 10/11/18

24 Reviewed on:

25 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5228P
page 1 of 5

4
5 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

6
7 School bus and commercial vehicle drivers shall be subject to a drug and alcohol testing program
8 that fulfills the requirements of the Code of Federal Regulations, Title 49, Part 382.

9
10 Other persons who drive vehicles designed to transport sixteen (16) or more passengers,
11 including the driver, are likewise subject to the drug and alcohol testing program.

12
13 Testing procedures and facilities used for the tests shall conform with the requirements of the
14 Code of Federal Regulations, Title 49, §§ 40, et seq.

15
16 Pre-Employment Tests

17
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
 - 43 2. Who receives a citation under state or local law, for a moving traffic violation arising
44 from the accident.
 - 45

46 Drivers shall make themselves readily available for testing, absent the need for immediate

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4 medical attention.

5
6 No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she
7 undergoes a post-accident alcohol test, whichever occurs first.

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

13
14 Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing
15 requirements, provided they conform to applicable legal requirements and are obtained by the
16 District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled
17 substance testing obligations.

18
19 Random Tests

20
21 Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for
22 alcohol shall be conducted just before, during, or just after the performance of safety-sensitive
23 functions. The number of random alcohol tests annually must equal twenty-five percent (25%)
24 of the average number of driver positions. The number of random drug tests annually must equal
25 fifty percent (50%) of the average number of driver positions. Drivers shall be selected by a
26 scientifically valid random process, and each driver shall have an equal chance of being tested
27 each time selections are made.

28
29 Reasonable Suspicion Tests

30
31 Tests shall be conducted when a supervisor or District official trained in accordance with law has
32 reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This
33 reasonable suspicion must be based on specific, contemporaneous, articulable observations
34 concerning the driver's appearance, behavior, speech, or body odors. The observations may
35 include indications of the chronic and withdrawal effects of controlled substances.

36
37 Alcohol tests are authorized for reasonable suspicion only if the required observations are made
38 during, just before, or just after the period of the work day when the driver must comply with
39 alcohol prohibitions. An alcohol test may not be conducted by the person who determines that
40 reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within
41 two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain
42 a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate
43 after eight (8) hours.

44
45 A supervisor or District official who makes observations leading to a controlled substance
46 reasonable suspicion test shall make a written record of his/her observations within twenty-four

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4 (24) hours of the observed behavior or before the results of the drug test are released, whichever
5 is earlier.

6
7 Enforcement
8

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

11
12 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and
13 including dismissal.

14
15 A driver who violates District prohibitions related to drugs and alcohol shall receive from the
16 District the names, addresses, and telephone numbers of substance abuse professionals and
17 counseling and treatment programs available to evaluate and resolve drug and alcohol-related
18 problems. The employee shall be evaluated by a substance abuse professional who shall
19 determine what help, if any, the driver needs in resolving such a problem. Any substance abuse
20 professional who determines that a driver needs assistance shall not refer the driver to a private
21 practice, person, or organization in which he/she has a financial interest, except under
22 circumstances allowed by law.

23
24 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated
25 by a substance abuse professional to determine that he/she has properly followed the prescribed
26 rehabilitation program and shall be subject to unannounced follow-up tests after returning to
27 duty.

28
29 Return-to-Duty Tests
30

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

33
34 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function
35 until the return-to-duty drug test produces a verified negative result.

36
37 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function
38 until the return-to-duty alcohol test produces a verified result that meets federal and District
39 standards.

40
41 Follow-Up Tests
42

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

1
2
3
4 after the time when the driver is performing safety-sensitive functions.
5

6 Records
7

8 Employee drug and alcohol test results and records shall be maintained under strict
9 confidentiality and released only in accordance with law. Upon written request, a driver shall
10 receive copies of any records pertaining to his/her use of drugs or alcohol, including any records
11 pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent
12 employer or other identified persons only as expressly requested in writing by the driver.
13

14 Notifications
15

16 Each driver shall receive educational materials that explain the requirements of the Code of
17 Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and
18 regulations for meeting these requirements. Representatives of employee organizations shall be
19 notified of the availability of this information. The information shall identify:
20

- 21 1. The person designated by the District to answer driver questions about the materials;
22
- 23 2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49,
24 Part 382;
25
- 26 3. Sufficient information about the safety-sensitive functions performed by drivers to make
27 clear what period of the work day the driver is required to comply with Part 382;
28
- 29 4. Specific information concerning driver conduct that is prohibited by Part 382;
30
- 31 5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part
32 382;
33
- 34 6. The procedures that will be used to test for the presence of drugs and alcohol, protect the
35 driver and the integrity of the testing processes, safeguard the validity of test results, and
36 ensure that test results are attributed to the correct driver;
37
- 38 7. The requirement that a driver submit to drug and alcohol tests administered in accordance
39 with Part 382;
40
- 41 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the
42 attendant consequences;
43
- 44 9. The consequences for drivers found to have violated the drug and alcohol prohibitions of
45 Part 382, including the requirement that the driver be removed immediately from safety-
46 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.

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.

Procedure History:

Adopted on: 10/11/18

Reviewed on:

Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5231

4
5 Personnel Records

6
7
8 The District maintains a complete confidential and permanent personnel record for every current
9 and former employee. The employees' personnel records will be maintained in the District's
10 administrative office, under the Administrator's direct supervision. Employees will be given a
11 copy of their personnel record upon request.

12
13 The District may release public information regarding the professional qualifications, degrees,
14 and experience of teachers and the qualifications of paraprofessionals to parents upon request.
15 Access to other information is governed by Policy 4340.

16
17 Personnel records must be kept for 10 years after separation of employment.

18
19 Cross Reference: 4340 Public Access to District Records

20
21 Legal Reference: Admin. R. Mont. 10.55.701(5) Board of Trustees
22 No Child Left Behind Act of 2001, (Public Law 107-334)
23 § 20-1-212(2), MCA Destruction of records by school officer.

24
25 Policy History:

26 Adopted on: 10/11/18

27 Reviewed on:

28 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5232

4
5 Abused and Neglected Child Reporting

6
7 A District employee who has reasonable cause to suspect, as a result of information they receive
8 in their professional or official capacity, that a child is abused or neglected by anyone regardless
9 of whether the person suspected of causing the abuse or neglect is a parent or other person
10 responsible for the child's welfare, shall report the matter promptly to the Department of Public
11 Health and Human Services. Child abuse or neglect means actual physical or psychological
12 harm to a child, substantial risk of physical or psychological harm to a child, and abandonment.
13 This definition includes sexual abuse and sexual contact by or with a student. The obligation to
14 report suspected child abuse or neglect also applies to actual or attempted sexual or romantic
15 contact between a student and a staff member.

16
17 A District employee who makes a report of child abuse or neglect is encouraged to notify the
18 building administrator of the report. An employee does not discharge the obligation to personally
19 report by notifying the Superintendent or principal.

20
21 Any District employee who fails to report a suspected case of abuse or neglect to the Department
22 of Public Health and Human Services, or who prevents another person from doing so, may be
23 civilly liable for damages proximately caused by such failure or prevention and is guilty of a
24 misdemeanor. The employee will also be subject to disciplinary action up to and including
25 termination.

26
27 When a District employee makes a report, the DPHHS may share information with that
28 individual or others as permitted by law. Individuals in the District who receive information
29 related to a report of child abuse or neglect shall maintain the confidentiality of the information.

30
31 Cross Reference: Policy 5223 – Personal Conduct
32 Policy 3225- Sexual Harassment of Students

33
34 Legal Reference: § 41-3-201, MCA Reports
35 § 41-3-202, MCA Action on reporting
36 § 41-3-203, MCA Immunity from liability
37 § 41-3-205, MCA Confidentiality – disclosure exceptions
38 § 41-3-207, MCA Penalty for failure to report
39 § 45-5-501, MCA Definitions
40 § 45-5-502, MCA Sexual Assault

41
42 Policy History:

43 Adopted on: 10/11/18
44 Reviewed on:
45 Revised on: 1/16/2020

1 **Trinity Elementary**

2

3 **PERSONNEL**

5250

4

5 Non-Renewal of Employment/Dismissal From Employment

6

7 The Board, after receiving the recommendations of the County Superintendent, will determine
8 the non-renewal or termination of certified and classified staff, in conformity with state statutes
9 and applicable District policy.

10

11 Tenured and non-tenured teachers are to be notified in writing by June 1 if they are not being re-
12 hired. Failure constitutes re-hiring.

13

14

15

16	Legal Reference:	§ 20-4-204, MCA	Termination of tenure teacher services
17		§ 20-4-206, MCA	Notification of nontenure teacher reelection –
18			acceptance – termination.
19		§ 20-4-207, MCA	Dismissal of teacher under contract

20

21 Policy History:

22 Adopted on: 10/11/18

23 Reviewed on:

24 Revised on:

25

1 **Trinity Elementary**

2
3 **PERSONNEL**

5255

4
5 Disciplinary Action

6
7 District employees who fail to fulfill their job responsibilities or to follow reasonable directions
8 of their supervisors, or who conduct themselves on or off the job in ways that affect their
9 effectiveness on the job, may be subject to discipline. Behavior, conduct, or action that may call
10 for disciplinary action or dismissal includes but is not limited to reasonable job-related grounds
11 based on a failure to satisfactorily perform job duties, disruption of the District’s operation, or
12 other legitimate reasons.

13
14 Discipline will be reasonably appropriate to the circumstance and will include but not be limited
15 to a supervisor’s right to reprimand an employee and the County Superintendent’s right to
16 suspend an employee, with or without pay, or to impose other appropriate disciplinary sanctions.
17 In accordance with Montana law, only the Board may terminate an employee or non-renew
18 employment.

19
20 The County Superintendent is authorized to immediately suspend a staff member.

21
22
23
24 Legal Reference: § 20-3-210, MCA Controversy appeals and hearings
25 § 20-3-324, MCA Powers and duties
26 § 20-4-207, MCA Dismissal of teacher under contract
27 § 39-2-903, MCA Definitions
28 *Johnson v. Columbia Falls Aluminum Company LLC*, 2009 MT 108N.

29
30
31 Policy History:

32 Adopted on: 10/11/18

33 Reviewed on:

34 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5321
page 1 of 2

4
5 Leaves of Absence

6
7 Sick and Personal Leave

8
9 Full-time certified employees will be granted fifteen (15) personal/sick leave days per year.
10 They are paid out at the end of each year with no option for carry over.

11
12 Classified employees will be granted sick leave benefits in accordance with § 2-18-618, MCA.
13 For classified staff, “sick leave” is defined as a leave of absence, with pay, for a sickness
14 suffered by an employee or an employee’s immediate family. The time that an employee is
15 unable to perform job duties because of:

- 16
- 17 • A physical or mental illness, injury, or disability;
 - 18 • Maternity or pregnancy-related disability or treatment, including a prenatal care, birth, or
19 medical care for the employee or the employee’s child;
 - 20 • Parental leave for a permanent employee as provided in § 2-18-606, MCA;
 - 21 • Quarantine resulting from exposure to a contagious disease;
 - 22 • Examination or treatment by a licensed health care provider;
 - 23 • Short-term attendance, in an agency’s discretion to care for a person (who is not the
24 employee or a member of the employee’s immediate family) until other care can
25 reasonably be obtained;
 - 26 • Necessary care for a spouse, child or parent with a serious health condition, as defined in
27 the Family and Medical Leave Act of 1993; or
 - 28 • Death or funeral attendance of an immediate family member or, at an agency’s discretion,
29 another person.
- 30

31 Nothing in this policy guarantees approval of the granting of such leave in any instance. The
32 District will judge each request in accordance with this policy.

33
34 It is understood that seniority will accumulate while a teacher or employee is utilizing sick leave
35 credits. Seniority will not accumulate, unless an employee is in a paid status. Abuse of sick leave
36 is cause for disciplinary action up to and including termination.

37
38 Civic Duty Leave

39
40 Leaves for service on either a jury or in the Legislature will be granted in accordance with state
41 and federal law. A certified staff member hired to replace one serving in the Legislature does not
42 acquire tenure.

43
44 An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to
45 receive regular salary or to take annual leave during jury time. An employee who elects not to
46 take annual leave, however, must remit to the District all juror and witness fees and allowances

(except for expenses and mileage). The District may request the court to excuse an employee from jury duty, when an employee is needed for proper operation of the school.

Legal Reference:	42 USC 2000e	Equal Employment Opportunities
	§ 2-18-601(10), MCA	Definitions
	§ 2-18-618, MCA	Sick leave
	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy- related leave of absence

Policy History:

Adopted on: 10/11/18

Reviewed on:

Revised on:

4
5 Breastfeeding Workplace

6
7 Recognizing that breastfeeding is a normal part of daily life for mothers and infants and that
8 Montana law authorizes mothers to breastfeed their infants where mothers and children are
9 authorized to be, the District will support women who want to continue breastfeeding after
10 returning from maternity leave.

11
12 The District shall provide reasonable unpaid break time each day to an employee who needs to
13 express milk for the employee’s child, if breaks are currently allowed. If breaks are not currently
14 allowed, the District shall consider each case and make accommodations as possible. The
15 District is not required to provide break time if to do so would unduly disrupt the District’s
16 operations. Supervisors are encouraged to consider flexible schedules when accommodating
17 employees’ needs.

18
19 The District will make reasonable efforts to provide a room or other location, in close proximity
20 to the work area, other than a toilet stall, where an employee can express the employee’s breast
21 milk. The available space will include the provision for lighting and electricity for the pump
22 apparatus. If possible, supervisors will ensure that employees are aware of these workplace
23 accommodations prior to maternity leave.

24
25
26
27 Legal Reference: Title 39, Chapter 2, Part 2, MCA General Obligations of Employers

28
29 Policy History:

30 Adopted on: 10/11/18

31 Reviewed on:

32 Revised on:

33

1 **Trinity Elementary**

2

3 **PERSONNEL**

5329

4

5 Long-Term Illness/Temporary Disability Leave

6

7 Employees may use sick leave for long-term illness or temporary disability, and, upon the
8 expiration of sick leave, the Board may grant eligible employees leave without pay if requested.
9 Medical certification of the long-term illness or temporary disability may be required, at the
10 Board's discretion.

11

12 Leave without pay arising out of any long-term illness or temporary disability shall commence
13 only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits
14 for privileges such as health and long-term illness, shall apply under the same conditions as other
15 long-term illness or temporary disability leaves.

16

17 Policy History:

18 Adopted on: 10/11/18

19 Reviewed on:

20 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5329P

4
5 Long-Term Illness/Temporary Disability

6
7 The following procedures will be used when an employee has a long-term illness or temporary
8 disability:

- 9
- 10 1. When any illness or temporarily disabling condition is “prolonged,” an employee will be
11 asked by the administration to produce a written statement from a physician, stating that
12 the employee is temporarily disabled and is unable to perform the duties of his/her
13 position until such a time.
14
 - 15 2. In the case of any extended illness, procedures for assessing the probable duration of the
16 temporary disability will vary. The number of days of leave will vary according to
17 different conditions, individual needs, and the assessment of individual physicians.
18 Normally, however, the employee should expect to return on the date indicated by the
19 physician, unless complications develop which are further certified by a physician.
20
 - 21 3. An employee who has signified her intent to return at the end of extended leave of
22 absence shall be reinstated to his/her original job or an equivalent position with
23 equivalent pay and accumulated seniority, retirement, fringe benefits, and other service
24 credits.
25

26
27 Procedure History:

28 Adopted on: 10/11/18

29 Reviewed on:

30 Revised on: 1/16/2020

1 **Trinity Elementary**

2
3 **PERSONNEL**

5330

4
5 Maternity and Paternity Leave

6
7 The School District’s maternity leave policy covers employees who are not eligible for FMLA
8 leave at Policy 5328. Maternity leave includes only continuous absence immediately prior to
9 adoption, delivery, absence for delivery, and absence for post-delivery recovery, or continuous
10 absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related
11 complications.

12
13 The School District shall not refuse to grant an employee a reasonable leave of absence for
14 pregnancy or require that an employee take a mandatory maternity leave for an unreasonable
15 length of time. The School District has determined that maternity leave shall not exceed six (6)
16 weeks unless mandated otherwise by the employee’s physician.

17
18 The School District shall not deny to the employee who is disabled as a result of pregnancy any
19 compensation to which the employee is entitled as a result of the accumulation of disability or
20 leave benefits accrued pursuant to plans maintained by the employer, provided that the employer
21 may require disability as a result of pregnancy to be verified by medical certification that the
22 employee is not able to perform employment duties.

23
24 An employee who has signified her intent to return at the end of her maternity leave of absence
25 shall be reinstated to her original job or an equivalent position with equivalent pay and
26 accumulated seniority, retirement, fringe benefits, and other service credits.

27
28 The School District will review requests for Paternity Leave in accordance with any applicable
29 policy or collective bargaining agreement provision governing use of leave for family purposes.

30
31 Legal Reference: § 49-2-310, MCA Maternity leave – unlawful acts of employers
32 § 49-2-311, MCA Reinstatement to job following pregnancy-related
33 leave of absence
34 Admin. R. Mont. 24.9.1201—1207 Maternity Leave

35
36 Policy History:
37 Adopted on: 10/11/18
38 Reviewed on:
39 Revised on: 1/16/2020

1 **Trinity Elementary**

2
3 **PERSONNEL**

5336

4
5 Compensatory Time and Overtime/Classified Employees

6
7 Classified employees who work more than forty (40) hours in a given work week may receive
8 overtime pay of one and one-half (1 1/2) times the normal hourly rate unless the District and the
9 employee agree to the provisions of compensation time at a rate of one and one-half (1 1/2) times
10 all hours worked in excess of forty (40) hours in any work week. No overtime is authorized for
11 any classified employee without the specific approval of the Clerk except, as the Clerk shall
12 otherwise prescribe.

13
14 Under Montana law and the Federal Fair Labor Standards Act, a classified employee may not
15 volunteer work time in an assignment similar to his or her regular work without pay.

16
17 A non-exempt employee who works overtime without authorization may be subject to
18 disciplinary action.

19
20 Policy History:

21 Adopted on: 10/11/18

22 Reviewed on:

23 Revised on:

1 **Trinity Elementary**

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 district clerk after medical treatment, if needed, to complete the necessary
20 report of accident and injury on an Occupational Injury or Disease form.

21
22 An employee who is injured in an industrial accident may be eligible for workers' compensation
23 benefits. By law, employee use of sick leave must be coordinated with receipt of workers'
24 compensation benefits, on a case-by-case basis, in consultation with the Workers' Compensation
25 Division, Department of Labor and Industry.

26
27 The District will not automatically and simply defer to a report of industrial accident but will
28 investigate as it deems appropriate to determine: (1) whether continuing hazardous conditions
29 exist which need to be eliminated; and (2) whether in fact an accident attributable to the District
30 working environment occurred as reported. The District may require the employee to authorize
31 the employee's physician to release pertinent medical information to the District or to a
32 physician of the District's choice, should an actual claim be filed against the Workers'
33 Compensation Division, which could result in additional fees being levied against the District.

34
35
36
37 Legal Reference: §§ 39-71-101, et seq., MCA Workers' Compensation Act

38
39
40 Policy History:

41 Adopted on: 10/11/18

42 Reviewed on:

43 Revised on:

1 **Trinity School District**

2
3 **PERSONNEL**

5420

4
5 Paraprofessionals

6
7 Paraprofessionals, as defined in the appropriate job descriptions, are under the supervision of a
8 teacher. The nature of the work accomplished by paraprofessionals will encompass a variety of
9 tasks that may be inclusive of “limited instructional duties.”

10
11 Paraprofessionals are employed by the District mainly to assist the teacher. A paraprofessional
12 is an extension of the teacher, who legally has the direct control and supervision of the classroom
13 or playground and responsibility for control and the welfare of the students.

14
15 It is the responsibility of the teacher to provide adequate training for a paraprofessional. This
16 training should take into account the unique situations in which a paraprofessional works and
17 should be designed to cover the general contingencies that might be expected to pertain to that
18 situation. During the first thirty (30) days of employment, the supervising teacher or
19 administrator shall continue to assess the skills and ability of the paraprofessional to assist in
20 reading, writing, and mathematics instruction.

21
22 The County Superintendent shall develop and implement procedures for an annual evaluation of
23 paraprofessionals. Evaluation results shall be a factor in future employment decisions.

24
25 If the school receives Title I funds, the District shall notify parents of students attending the
26 school annually that they may request the District to provide information regarding the
27 professional qualifications of their child’s paraprofessionals, if applicable.

28
29 Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals

30
31
32
33 Policy History:

34 Adopted on: 10/11/18

35 Reviewed on:

36 Revised on:

Trinity Elementary

Adopted on: 12/14/2017

Reviewed on:

Revised on:

5420F

PERSONNEL

ESSA Qualification Notifications

ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS

TO: _____	FROM _____
<i>Parent's Name</i>	<i>School Name</i>
DATE _____	RE _____
	<i>Student's Name</i>
	GRADE _____

Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the Every Student Succeeds Act (ESSA), you may request information regarding the professional qualifications of your child's teacher(s) and paraprofessional(s), if applicable.

If you would like to request this information, please contact _____ by phone at _____ or by e-mail at _____.

Sincerely, _____
Trinity School District

1 **Trinity Elementary**

2
3 **PERSONNEL**

5430

4
5 Volunteers

6
7 The District recognizes the valuable contributions made to the total school program by members of the
8 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 2. Is excluded from the definition of “employee” under appropriate state and federal statutes;
- 12 3. May be paid expenses, reasonable benefits, and/or nominal fees in some situations; and
- 13 4. Is not employed by the District in the same or similar capacity for which he/she is volunteering.
- 14

15 District employees who work with volunteers shall clearly explain duties for supervising children in
16 school, on the playground, and on field trips. An appropriate degree of training and/or supervision of
17 each volunteer shall be administered commensurate with the responsibility undertaken.

18
19 Volunteers who have unsupervised access to children are subject to the District’s policy mandating
20 background checks.

21
22 Chaperones

23
24 The Supervising Teacher may direct that appropriate screening processes be implemented to assure that
25 adult chaperones are suitable and acceptable for accompanying students on field trips or excursions.

26
27 When serving as a chaperone for the District, the parent(s)/guardian(s) or other adult volunteers, including
28 employees of the District, assigned to chaperone, shall not use tobacco products in the presence of
29 students, nor shall they consume any alcoholic beverages or use any illicit drug during the duration of
30 their assignment as a chaperone, including during the hours following the end of the day’s activities for
31 students. The chaperone shall not encourage or allow students to participate in any activity that is in
32 violation of District policy during the field trip or excursion, including during the hours following the end
33 of the day’s activities. Chaperones shall be given a copy of these rules and sign a letter of understanding
34 verifying they are aware of and agree to these District rules before being allowed to accompany students
35 on any field trip or excursion.

36
37 Any chaperone found to have violated these rules shall not be used again as a chaperone for any District-
38 sponsored field trips or excursions and may be excluded from using District-sponsored transportation for
39 the remainder of the field trip or excursion and be responsible for their own
40 transportation back home. Employees found to have violated these rules may be subject to disciplinary
41 action.

42
43
44
45 Cross Reference: 5122 Fingerprints and Criminal Background Investigations

46
47 Policy History:
48 Adopted on: 10/11/18
49 Reviewed on:
50 Revised on:

**TRINITY ELEMENTARY VOLUNTEER AGREEMENT FORM
COACH/HELPER/AIDE/CHAPERONE**

5430F

I, _____ (the Volunteer) hereby agree to serve Trinity Elementary (the District) on a volunteer basis as a _____.

Please initial next to each statement:

- _____ The Volunteer understands any volunteer services will not be compensated now or in the future.
- _____ The Volunteer has been informed and understands that volunteer services rendered do not create an employee-employer relationship between the Volunteer and the District for the position stated above.
- _____ The Volunteer understands that the District may not carry worker's compensation insurance and does not carry medical insurance for a person serving as a volunteer in the position stated above.
- _____ The Volunteer understands that the mutually established schedule of services for the position stated above carries no obligation for either party and maybe adjusted at any time.
- _____ The Volunteer understands that services as a volunteer may be terminated at any time.
- _____ The Volunteer understands that they are under the direction of the school district at all times during their service as a volunteer and must follow directives given by district employees.
- _____ The Volunteer understands that they are to follow all laws, policies, and rules regarding student and employee confidentiality during their service as a volunteer.
- _____ The Volunteer understands that they are to follow district policy as well as local, state, federal and other applicable law during their service as a volunteer.
- _____ The Volunteer understands that they are not to use alcohol, tobacco or other drugs around students at any time whether on school property or not.
- _____ The Volunteer understands that they are not to encourage students to violate district policy. The Volunteer further understands that if they observe a student violating district policy they are to report the behavior to the supervising district employee immediately.
- _____ The Volunteer understands that any violation of this agreement, district policy or any local, state, federal or other applicable law can result in permanent termination of volunteer privileges and possible legal action.
- _____ The Volunteer is 18 years of age or older.
- _____ The Volunteer understands that his authorization only applies to the ____/____ school year.
- _____ The Volunteer understands that if the position stated above involves regular unsupervised access to students in schools they shall submit to a name-based and fingerprint criminal background investigation conducted by the appropriate law enforcement agency prior to consideration of this agreement.

I understand that should I have been found to have violated these rules, I will not be used again as a chaperone for any District-sponsored field trips or excursions and may be excluded from using District-sponsored transportation for the remainder of the field trip or excursion and that I will be responsible for my own transportation back home.

DISTRICT REPRESENTATIVE

DATE

VOLUNTEER SIGNATURE

DATE

1 **Trinity Elementary**

2
3 **PERSONNEL**

5450

page 1 of 2

4
5 Employee use of Electronic Mail, Internet, and District Equipment

6
7 Electronic mail (“e-mail”) is an electronic message that is transmitted between two (2) or more
8 computers or electronic terminals, whether or not the message is converted to hard copy format
9 after receipt, and whether or not the message is viewed upon transmission or stored for later
10 retrieval. E-mail includes all electronic messages that are transmitted through a local, regional, or
11 global computer network.

12
13 Because of the unique nature of e-mail/Internet, and because the District desires to protect its
14 interest with regard to its electronic records, the following rules have been established to address
15 e-mail/Internet usage by all employees:

16
17 The District e-mail and Internet systems are owned by the District and are intended to be used
18 for educational purposes only. While occasional personal use is allowed, employees should have
19 no expectation of privacy when using the e-mail or Internet systems for any purpose. Employees
20 have no expectation of privacy in district owned technology equipment, including but not limited
21 to district-owned desktops, laptops, memory storage devices, and cell phones.

22
23 Users of District e-mail and Internet systems are responsible for their appropriate use. All illegal
24 and improper uses of the e-mail and Internet systems, including but not limited to extreme
25 network etiquette violations including mail that degrades or demeans other individuals,
26 pornography, obscenity, harassment, solicitation, gambling, and violating copyright or
27 intellectual property rights, are prohibited. Abuse of the e-mail or Internet systems through
28 excessive personal use, or use in violation of the law or District policies, will result in
29 disciplinary action, up to and including termination of employment.

30
31 All e-mail/Internet records are considered District records and should be transmitted only to
32 individuals who have a need to receive them. If the sender of an e-mail or Internet message does
33 not intend for the e-mail or Internet message to be forwarded, the sender should clearly mark the
34 message “Do Not Forward.”

35
36 In order to keep District e-mail and Internet systems secure, users may not leave the terminal
37 “signed on” when unattended and may not leave their password available in an obvious place
38 near the terminal or share their password with anyone except the system administrator. The
39 District reserves the right to bypass individual passwords at any time and to monitor the use of
40 such systems by employees.

41
42 Additionally, District records and e-mail/Internet records are subject to disclosure to law
43 enforcement or government officials or to other third parties through subpoena or other process.
44 Consequently, the District retains the right to access stored records in cases where there is
45 reasonable cause to expect wrongdoing or misuse of the system and to review, store, and disclose
46 all information sent over the District e-mail systems for any legally permissible reason, including

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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. E-mail/Internet messages by employees 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: 10/11/18
Reviewed on:
Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5510
page 1 of 5

4
5 HIPAA

6
7 HIPAA is designed to protect and guard against the misuse of individually identifiable health
8 information, with particular concern regarding employers using an employee's (or dependent's)
9 health information from the group health plan to make adverse employment-related decisions.
10 The Privacy Rule states that verbal, written, or electronic information that can be used to connect
11 a person's name or identity with medical, treatment, or health history information is Protected
12 Health Information (PHI) under the HIPAA Privacy Rule.

13
14 Under the HIPAA Privacy Rule:

- 15
16 1. Individuals have a right to access and copy their health record to the extent allowed by
17 HIPAA.
18
19 2. Individuals have the right to request an amendment to their health record. The plan may
20 deny an individual's request under certain circumstances specified in the HIPAA Privacy
21 Rule.
22
23 3. Individuals have the right to an accounting of disclosures of their health record for
24 reasons other than treatment, payment, or healthcare operations.
25
26 4. PHI, including health, medical, and claims records, can be used and disclosed without
27 authorization for specific, limited purposes (treatment, payment, or operations of the
28 group health plan). A valid authorization from the individual must be provided for use or
29 disclosure for other than those purposes.
30
31 5. Safeguards are required to protect the privacy of health information.

32
33
34 Legal Reference: 45 C.F.R. Parts 160, 162, 164

35
36
37 Policy History:

38 Adopted on: 10/11/18

39 Reviewed on:

40 Revised on:

1 **Trinity Elementary**

2
3 **PERSONNEL**

5630

4
5 Employee Use of Mobile Devices

6
7 The Board recognizes that the use of mobile devices may be appropriate to help ensure the safety
8 and security of District property, students, staff, and others while on District property or engaged
9 in District-sponsored activities.

10
11 District-owned mobile devices will be used for authorized District business purposes.
12 Unauthorized personal use of such equipment is prohibited except in emergency situations.
13 Use of mobile devices in violation of Board policies, administrative regulations, and/or
14 state/federal laws will result in discipline up to and including termination of employment.

15
16 District employees are prohibited from using mobile devices while driving or otherwise
17 operating District-owned motor vehicles, or while driving or otherwise operating personally-
18 owned vehicles for school district purposes.

19
20 Emergency Use

21
22 Staff are encouraged to use any available mobile device in the event of an emergency that
23 threatens the safety of students, staff, or other individuals.

24
25 Use of Personal Mobile Devices

26
27 Employees are prohibited from using their personal mobile devices during the instructional
28 period for non-instructional purposes. When necessary, employees may use their personal
29 mobile devices only during non-instructional time. In no event shall an employee's use of a
30 mobile device interfere with the employee's job obligations and responsibilities. If such use is
31 determined to have interfered with an employee's obligations and responsibilities, the employee
32 may be disciplined in accordance with the terms of the collective bargaining agreement and
33 Board policies.

34
35 Policy History:

36 Adopted on: 10/11/18

37 Reviewed on:

38 Revised on:

TRINITY ELEMENTARY

R = required

**6000 SERIES
ADMINISTRATION**

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6005	Role of the County Superintendent
6111	Administration in Policy Absence
6144	Duties of the Supervising Teacher
6420	Professional Growth and Development

1 **Trinity Elementary**

2
3 **ADMINISTRATION**

6005

4
5 Role of the County Superintendent

6
7 The Board of Trustees recognizes that the County Superintendent shall assist it with the general
8 supervisory responsibility of the school since there is no school administrator, unless the
9 Trustees choose to contract with another school administrator.

10
11 Specifically, the County Superintendent will:

- 12
- 13 1. Administer the oath of office to incoming board members;
- 14
- 15 2. Compute the budgeting in revenues realized from tax levies;
- 16
- 17 3. Provide the Board teacher supervision and evaluation and curriculum revisions.
- 18

19
20 In addition, the County Superintendent may:

- 21
- 22 1. Assist with the hiring of teachers;
- 23
- 24 2. Organize professional development for the district;
- 25
- 26 3. Coordinate curriculum and assessment;
- 27
- 28 4. Coordinate special funds from grants and federal sources;
- 29
- 30 5. Provide opportunities for group purchasing of educational material and supplies.
- 31
- 32 6. Other duties as agreed to with the Trustees.
- 33

34

35 Legal Reference:	§20-3-207 MCA	Assist Trustees with School Supervision
	§20-3-208 MCA	Authority to Request, Accept & Disburse Money
	§20-3-210 MCA	Controversy Appeals & Hearings

36
37
38 Policy History:

39 Adopted on: 10/11/8

40 Reviewed on:

41 Revised on:

42
43

1 **Trinity Elementary**

2

3 **ADMINISTRATION**

6111

4

5 Administration in Policy Absence

6

7 In the absence of a policy where action is required, the Supervising Teacher is authorized to act
8 in accordance with the best-established practices consistent with law. However, it is the
9 Supervising Teacher's duty to inform the Board, at the next regularly scheduled Board meeting,
10 if there is a need for an official policy.

11

12

13

14 Policy History:

15 Adopted on: 10/11/8

16 Reviewed on:

17 Revised on:

18

1 **Trinity Elementary**

2

3 **ADMINISTRATION**

6144

4

5 Duties of the Supervising Teacher

6

7 The day-to-day operation of the school shall be the Supervising Teacher's responsibility. The Supervising
8 Teacher is governed by the policies of the District and is responsible for implementing the administrative
9 procedures that relate to his/her assigned responsibilities. Supervising Teacher is subject to the terms of
10 the employment contract and job description.

11

12

13 Legal Reference: 10.55.701, ARM Board of Trustees

14

15 Policy History:

16 Adopted on: 10/11/18

17 Reviewed on:

18 Revised on:

1 **Trinity Elementary**

2

3 **ADMINISTRATION**

6420

4

5 Professional Growth and Development

6

7 The Board recognizes that training and study for the Supervising Teacher contributes to skill
8 development necessary to better serve the needs of the District. Professional development shall
9 be based on the needs of the District, as well as the needs of the individual.

10

11 Professional Association Memberships

12

13 The Supervising Teacher is encouraged to be a member of and participate in professional
14 associations that have as their purposes the continued improvement of education in general.

15

16

17

18

19 Policy History:

20 Adopted on: 10/11/18

21 Reviewed on:

22 Revised on:

R = required

TRINITY ELEMENTARY
7000 SERIES
FINANCIAL MANAGEMENT

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7215	Obligations and Loans
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7320	Purchasing
7326	Documentation and Approval of Claims
7430	Financial Reporting and Audits
7500	Property Records
7510	Capitalization Policy for Fixed Assets
7520	Independent Investment Accounts
7525	Lease – Purchase Agreement

1 **Trinity Elementary**

2

3 **FINANCIAL MANAGEMENT**

7110

4

5 Budget and Program Planning

6

7 The annual budget is evidence of the Board’s commitment to the objectives of the instruction
8 programs. The budget supports immediate and long-range goals and established priorities within
9 all areas – instructional, non-instructional, and administrative programs.

10

11 Before presentation of a proposed budget for adoption, the County Superintendent will prepare,
12 for the Board’s consideration, recommendations (with supporting documentation) designed to
13 meet the needs of students, within the limits of anticipated revenues.

14

15 Program planning and budget development will provide for staff participation and the sharing of
16 information with patrons before any action by the Board.

17

18

19

20

21

22

23

24

Policy History:

Adopted on: 10/11/8

Reviewed on:

Revised on:

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7121

4
5 Budget Adjustments

6
7 When any budgeted fund line item is in excess of the amount required, the Board may transfer
8 any of the excess appropriation to another line item(s) within the same fund.

9
10 Total budget expenditures for each fund as adopted in the final budget shall constitute the
11 appropriations of the District for the ensuing fiscal year. The Board will be limited in the
12 incurring of expenditures to the total of such appropriations.

13
14 With timely notice of a public meeting, trustees, by majority vote of those present, may declare
15 by resolution that a budget amendment (in addition to the final budget) is necessary. Budget
16 amendments are authorized for specified reasons by § 20-9-161, MCA. The resolution will state
17 the facts of the budget amendment, the estimated amount of funds needed, and the time and place
18 the Board will meet for the purpose of considering and adopting a budget amendment.

19
20 The meeting to adopt a budget amendment will be open and will provide opportunity for any
21 taxpayer to appear and be heard. Budget procedures will be consistent with statutory
22 requirements. When applicable, the District will apply for state financial aid to supplement the
23 amount to be collected from local taxes.

24	Legal Reference:	§ 20-9-133, MCA	Adoption and expenditure limitations of final budget
25		§ 20-9-161, MCA	Definition of budget amendment for budgeting purposes
26		§ 20-9-162, MCA	Authorization for budget amendment adoption
27		§ 20-9-163, MCA	Resolution for budget amendment – petition to superintendent of public instruction
28		§ 20-9-164, MCA	Notice of budget amendment resolution
29		§ 20-9-165, MCA	Budget amendment limitation, preparation, and adoption procedures
30		§ 20-9-166, MCA	State financial aid for budget amendments
31		§ 20-9-208, MCA	Transfers among appropriation items of fund – transfers from fund to fund
32			
33			
34			
35			
36			
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38			

39 Policy History:
40 Adopted on: 10/11/8
41 Reviewed on:
42 Revised on:
43

1 **Trinity Elementary**

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: 10/11/8
24 Reviewed on:
25 Revised on:
26

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7215

4
5 Obligations and Loans

6
7 The District may, without a vote of the electors of the District, secure loans from or issue and sell
8 to the board of investments or a bank, building and loan association, savings and loan
9 association, or credit union that is a regulated lender under Montana law, obligations for the
10 purpose of financing all or a portion of:

- 11
12 A. the costs of vehicles and equipment and construction of buildings used primarily
13 for the storage and maintenance of vehicles and equipment;
14 B. the costs associated with renovating, rehabilitating, and remodeling facilities,
15 including but not limited to roof repairs, heating, plumbing, electrical systems,
16 and cost-saving measures as defined in Montana law;
17 C. the costs of nonpermanent modular classrooms necessary for student instruction
18 when existing buildings of the district are determined to be inadequate by the
19 trustees;
20 D. any other expenditure that the district is otherwise authorized to make including
21 the payment of settlements of legal claims and judgments; and
22 E. the costs associated with the issuance and sale of the obligations.
23

24 Before seeking to secure a loan or issue and sell obligations to a regulated lender, the District
25 shall first offer the board of investments a written notice of the board's right of first refusal. If
26 the board of investments accepts the offer to issue a loan or purchase obligations, the board shall
27 provide a written response to the trustees by the later of:

- 28
29 A. 120 days following delivery of the trustees' offer to the board; or
30 B. the day after the next meeting of the board of investments.
31

32 If the trustees have not received a written acceptance by the deadline the District may seek to
33 secure a loan or issue and sell an obligation to a regulated lender as outlined in this policy and
34 Montana law.
35

36 The District may access its major maintenance aid account for school facility projects, including
37 the payment of principal and interest on obligations issued in accordance with this policy and
38 Montana law for school facility projects,
39

40 Legal Reference: Section 20-9-471, MCA - Issuance of obligations
41 Section 20-9-525, MCA - School major maintenance aid account

42 Policy History:

43 Adopted on: 1/16/2020

44 Reviewed on:

45 Revised on:

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7260

4
5 Donations, Endowments, Gifts, and Investments

6
7 The Board may accept gifts, endowments, legacies, and devises subject to the lawful conditions
8 imposed by the donor or without any conditions imposed. Unless otherwise specified by the
9 donor, when a district receives a donation the trustees may deposit the donation in any budgeted
10 or non-budgeted fund at the discretion of the trustees and may thereafter transfer any portion of
11 the donation to any other fund at the discretion of the trustees. If the trustees accept a donation
12 and the donor specifies the donation for an endowment, the trustees shall deposit the donation in
13 the endowment fund. Neither the Board nor the Superintendent will approve any gifts that are
14 inappropriate.

15
16 If the District deposited donated funds in an endowment fund without specific instruction by the
17 donor, the Board may move the donated funds and any accumulated interest to any other
18 budgeted or nonbudgeted fund of the District and may spend donated funds and any accumulated
19 interest unless restricted by condition imposed by the donor.

20
21 The Board authorizes the Superintendent to establish procedures for determining the suitability
22 or appropriateness of all gifts received and accepted by the District. Once accepted, donated
23 funds are public funds subject to state law. Donated funds may not be transferred to a private
24 entity. Benefactors may not adjust or add terms or conditions to donated funds after the donation
25 has been accepted.

26
27 The Board directs that all school funds be invested in a prudent manner so as to achieve
28 maximum economic benefit to the District. Funds not needed for current obligations may be
29 invested in investment options as set out in Montana statutes, whenever it is deemed
30 advantageous for the District to do so.

31
32 Educational Foundations may exist in the community, but are not managed, directed, or
33 approved by the Board of Trustees.

34		
35	Legal Reference:	§ 20-6-601, MCA Power to accept gifts
36		§ 20-7-803, MCA Authority to accept gifts
37		§ 20-9-212, MCA Duties of county treasurer
38		§ 20-9-213(4), MCA Duties of trustees
39		§ 20-9-604, MCA Gifts, legacies, devises, and administration of
40		endowment fund
41		§ 72-30-209, MCA Appropriation for expenditure or accumulation of
42		endowment fund – rules of construction

43 Policy History:
44 Adopted on: 10/11/18
45 Reviewed on:
46 Revised on: 1/16/2020

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7310

4
5 Budget Implementation and Execution

6
7 Once adopted by the Board, the operating budget shall be administered by the Clerk. All actions
8 of the Clerk in executing programs and/or activities delineated in that budget are authorized
9 according to these provisions:

- 10
11 1. Expenditure of funds for employment and assignment of staff shall meet legal
12 requirements of the state of Montana and adopted Board policies.
13
14 2. Funds held for contingencies may not be expended without Board approval.
15
16 3. A listing of warrants describing goods and/or services for which payment has been made
17 must be presented for Board ratification each month.
18
19 4. Purchases will be made according to the legal requirements of the state of Montana and
20 adopted Board policy.
21
22
23

24 Legal Reference: § 20-3-332, MCA Personal immunity and liability of trustees
25 § 20-9-213, MCA Duties of trustees
26

27 Policy History:

28 Adopted on: 10/11/8

29 Reviewed on:

30 Revised on:

31

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7320

page 1 of 2

4
5 Purchasing

6
7 Authorization and Control

8
9 The Clerk and Supervising Teacher are authorized to direct expenditures and purchases within
10 limits of the detailed annual budget for the school year. The Board must approve purchase of
11 capital outlay items, when the aggregate total of a requisition exceeds \$100.00 except the
12 Supervising Teacher shall have the authority to make capital outlay purchases without advance
13 approval when necessary to protect the interests of the District or the health and safety of staff or
14 students. The Clerk will establish requisition and purchase order procedures to control and
15 maintain proper accounting of expenditure of funds. Staff who obligate the District without
16 proper authorization may be held personally responsible for payment of such obligations.

17
18 Bids and Contracts

19
20 Whenever it is in the interest of the District, the District will execute a contract for any building
21 furnishing, repairing, or other work for the benefit of the District. If the sum of the contract or
22 work exceeds Eighty Thousand Dollars (\$80,000), the District will call for formal bids by issuing
23 public notice as specified in statute. Specifications will be prepared and made available to all
24 vendors interested in submitting a bid. The contract shall be awarded to the lowest responsible
25 bidder, except that the trustees may reject any or all bids as per § 18-4-307, MCA as stated below
26 in the legal reference. The Board, in making a determination as to which vendor is the lowest
27 responsible bidder, will take into consideration not only the amount of each bid, but will also
28 consider the skill, ability, and integrity of a vendor to do faithful, conscientious work and to
29 promptly fulfill the contract according to its letter and spirit. Bidding requirements do not apply
30 to a registered professional engineer, surveyor, real estate appraiser, or registered architect; a
31 physician, dentist, pharmacist, or other medical, dental, or health care provider; an attorney; a
32 consulting actuary; a private investigator licensed by any jurisdiction; a claims adjuster; or an
33 accountant licensed under Title 37, Chapter 50.

34
35 Advertisement for bid must be made once each week for two (2) consecutive weeks, and a
36 second (2nd) publication must be made not less than five (5) nor more than twelve (12) days
37 before consideration of bids.

38
39 The District will follow bidding and contract-awarding procedures. Bid procedures will be
40 waived only as specified in statute. Any contract required to be let for bid shall contain language
41 to the following effect:

42
43 *In making a determination as to which vendor is the lowest responsible bidder, if*
44 *any, the District will take into consideration not only the pecuniary ability of a*
45 *vendor to perform the contract, but will also consider the skill, ability, and*
46

integrity of a vendor to do faithful, conscientious work and promptly fulfill the contract according to its letter and spirit. References must be provided and will be contacted. The District further reserves the right to contact others with whom a vendor has conducted business, in addition to those listed as references, in determining whether a vendor is the lowest responsible bidder. Additional information and/or inquiries into a vendor’s skill, ability, and integrity are set forth in the bid specifications.

Cooperative Purchasing

The District may enter into cooperative purchasing contracts with one or more districts for procurement of supplies or services. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of 20-9-204(3), MCA if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list.

Legal Reference:	§§ 18-1-101, et seq., MCA	Preferences and General Matters
	§§ 18-1-201, et seq., MCA	Bid Security
	§ 18-4-307, MCA	Cancellation of invitations for bids or requests for proposals
	§ 20-9-204, MCA	Conflicts of interests, letting contracts, and calling for bids
	<i>Debcon v. City of Glasgow</i> , 305 Mont. 391 (2001)	

Policy History:

Adopted on: 10/11/8
Reviewed on:
Revised on:

1 **Trinity Elementary**

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 individual designated
11 with authority, responsibility, and control over budget appropriations. The responsibility for
12 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: 10/11/8

21 Reviewed on:

22 Revised on:

23

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7430

4
5 Financial Reporting and Audits

6
7 The Board directs that financial reports of all District funds be prepared in compliance with
8 statutory provisions and generally accepted accounting and financial reporting standards. In
9 addition to reports required for local, state, and federal agencies, financial reports will be
10 prepared monthly and annually and presented to the Board. Financial reports shall reflect
11 financial activity and status of District funds.

12
13 Appropriate interim financial statements and reports of financial position, operating results, and
14 other pertinent information will be prepared to facilitate management and control of financial
15 operations.

16
17 The Board directs that District audits be conducted in accordance with Montana law. Each audit
18 shall be a comprehensive audit of the affairs of the District and District funds. The audits shall
19 comply with all statutory provisions and generally accepted governmental auditing standards.
20 Each audit may be made every two (2) years and cover the immediately preceding two (2) fiscal
21 years, or it may be conducted annually. The staff of the Department of Commerce or an
22 independent auditor under the rules and regulations established by the Department of Commerce
23 will conduct District audits.

24
25
26
27
28 Legal Reference: §§ 2-7-501, et seq., MCA Audits of Political Subdivisions
29 § 20-9-212, MCA Duties of county treasurer
30 § 20-9-213, MCA Duties of trustees

31
32 Policy History:
33 Adopted on: 10/11/8
34 Reviewed on:
35 Revised on:
36

1 **Trinity Elementary**

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 District will ensure inventories of equipment are systematically and accurately recorded and
14 updated annually. Property records of facilities and other fixed assets will be maintained on an
15 ongoing basis. No equipment will be removed for personal or non-school use except in
16 accordance with Board policy.

17
18 Property records will show, appropriate to the item recorded, the:

- 19
20 1. Description and identification
21 2. Manufacturer
22 3. Date of purchase
23 4. Initial cost
24 5. Location
25 6. Serial number, if available
26 7. Model number, if available

27
28 Equipment may be identified with a permanent tag providing appropriate District and equipment
29 identification.

30
31
32
33 Cross Reference: 7510 Capitalization Policy for Fixed Assets

34
35 Legal Reference: § 20-6-602, MCA Trustees’ power over property
36 § 20-6-608, MCA Authority and duty of trustees to insure district
37 property

38
39 Policy History:

40 Adopted on: 10/11/8

41 Reviewed on:

42 Revised on:

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7510

4
5 Capitalization Policy for Fixed Assets

6
7 A fixed asset is a property that meets all the following requirements:

- 8
- 9 1. Must be tangible in nature;
- 10
- 11 2. Must have a useful life of longer than the current fiscal year; and
- 12
- 13 3. Must be of significant value.
- 14

15 Fixed assets may be acquired through donation, purchase, or may be self-constructed. The asset
 16 value for a donation will be the fair market value at the time of donation. The asset value for
 17 purchases will be the initial cost plus the trade-in value of any old asset given up, plus all costs
 18 related to placing the asset into operation. The cost of self-constructed assets will include both
 19 the cost of materials used and the cost of labor involved in construction of the asset.

20
21 The following significant values will be used for different classes of assets:

<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

22
23
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25
26
27
28
29
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31
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33
34
35 Cross Reference: 7500 Property Records

36
37 Policy History:
 38 Adopted on: 10/11/8
 39 Reviewed on:
 40 Revised on:
 41

1 **Trinity Elementary**

2
3 **FINANCIAL MANAGEMENT**

7520

4
5 Independent Investment Accounts

6
7 The Board may establish independent investment accounts separate and apart from those funds
8 maintained by the county treasurer. The Board may transfer cash into an independent investment
9 account from any budgeted or non-budgeted funds. A separate account shall be established for
10 each fund from which transfers are made. The principal and any interest earned must be
11 reallocated to the fund from which the deposit was originally made. Unless otherwise provided
12 by law, all other revenue may be sent directly to a participating district's investment account.
13

14 The District may either:

- 15
- 16 1. Establish and use the account as a non-spending account, returning sufficient funds to the
17 county treasurer in time to pay all claims against the applicable fund; or
 - 18 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

28 Legal Reference: § 20-9-235, MCA Authorization for school district investment account
29

30 Policy History:

31 Adopted on: 1/16/2020

32 Reviewed on:

33 Revised on:

1 **Trinity Elementary**

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: 10/11/8
39 Reviewed on:
40 Revised on:
41

TRINITY ELEMENTARY

R = required

**8000 SERIES
NONINSTRUCTIONAL OPERATIONS**

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1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

4
5
6 Transportation

7
8 The District may provide transportation to and from school for a student who:

- 9
10 1. Resides three (3) or more miles, over the shortest practical route, from the nearest
11 operating public elementary or public high school;
12
13 2. Is a student with a disability, whose IEP identifies transportation as a related service; or
14
15 3. Has another compelling and legally sufficient reason to receive transportation services.
16

17 The District may elect to reimburse the parent or guardian of a student for individually
18 transporting any eligible student.
19

20 The District may provide transportation by school bus or other vehicle or through individual
21 transportation such as paying the parent or guardian for individually transporting the student. The
22 District may transport and charge for an ineligible public school student, provided the parent or
23 guardian pays a proportionate share of transportation services. Fees collected for transportation
24 of ineligible students shall be deposited in the transportation fund. Transportation issues that
25 cannot be resolved by the trustees may be appealed to the county transportation committee.
26

27 Homeless students shall be transported in accordance with the McKinney Homeless Assistance
28 Act and state law.
29

30 Children in Foster Care

31
32 The Board of Trustees will appoint a Point of Contact (POC) to coordinate activities relating to the
33 District's provisions of services to children placed in foster care, including transportation services. The
34 District will inform the Department of Health and Human Services who is the POC for the District. The
35 District will collaborate with the Department of Health and Human Services when transportation is
36 required to maintain children placed in foster care in a school of origin outside their usual attendance area
37 or District when in the best interest of the student. Under the supervision of the Supervising Teacher the
38 POC will invite appropriate District officials, the Department of Health and Human Services POC, and
39 officials from other districts to consider how such transportation is to be arranged and funded in a cost-
40 effective manner.
41

42 If there are additional costs to be incurred in providing transportation to maintain a student in the school
43 of origin, the District will provide transportation to such school if:

- 44 ➤ The Department agrees to reimburse the District for the cost of such transportation;
45 ➤ The District agrees to pay for the cost of such transportation; or
46 ➤ The District and the Department agree to share the cost of such transportation.
47
48

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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 fo 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: 10/11/18

Reviewed on:

Revised on:

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8110
page 1 of 3

4
5 Bus Routes and Schedules

6
7 The Board of Trustees is responsible for scheduling bus transportation, including determination
8 of routes and bus stops. Such routes are subject to approval of the county transportation
9 committee. The purpose of bus scheduling and routing is to achieve maximum service with a
10 minimum fleet of buses consistent with providing safe and reasonably equal service to all bus
11 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 County Superintendent for any request of change in
36 routes, 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.

1
2
3
4 Bus stops shall be chosen with safety in mind. Points shall be selected where motorists
5 approaching from either direction will have a clear view of the bus for a distance of at least three
6 hundred (300) to five hundred (500) feet.
7

8 School loading and unloading zones are to be established and marked to provide safe and orderly
9 loading and unloading of students. The teacher is responsible for the conduct of students waiting
10 in loading zones.
11

12 Delay in Schedule

13
14 The driver is to notify the Supervising Teacher of a delay in schedule. The staff will notify
15 parents on routes and radio stations, if necessary.
16

17 Responsibilities - Students

18
19 Students must realize that safety is based on group conduct. Talk should be in conversational
20 tones at all times. There should be no shouting or loud talking which may distract the bus driver.
21 There should be no shouting at passersby. Students should instantly obey any command or
22 suggestions from the driver and/or his/her assistants.
23

24 Responsibilities - Parents

25
26 The interest and assistance of each parent is a valued asset to the transportation program.
27 Parents' efforts toward making each bus trip a safe and pleasant experience are requested and
28 appreciated. The following suggestions are only three of the many ways parents can assist:
29

- 30 1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
- 31 2. Properly prepare children for weather conditions.
- 32 3. Encourage school bus safety at home. Caution children regarding safe behavior and
33 conduct while riding the school bus.
34

35 Safety

36
37 The Board of Trustees will develop written rules establishing procedures for bus safety and
38 emergency exit drills and for student conduct while riding buses.
39

40 If the bus and driver are present, the driver is responsible for the safety of his/her passengers,
41 particularly for those who must cross a roadway prior to loading or after leaving the bus. Except
42 in emergencies, no bus driver shall order or allow a student to board or disembark at other than
43 his/her assigned stop unless so authorized by the Supervising Teacher. In order to assure the
44 safety of all, the bus driver may hold students accountable for their conduct during the course of
45 transportation and may recommend corrective action against a student. Bus drivers are expressly
46 prohibited from using corporal punishment.

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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 Supervising Teacher 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 Supervising Teacher to assist the Supervising Teacher 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: 10/11/18
Reviewed on:
Revised on:

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8111

4
5 Transportation of Students With Disabilities

6
7 Transportation shall be provided as a related service, when a student with a disability requires
8 special transportation in order to benefit from special education or to have access to an
9 appropriate education placement. Transportation is defined as:

- 10
11 (a) Travel to and from school and between schools;
12
13 (b) Travel in and around school buildings or to those activities that are a regular part of the
14 student's instructional program;
15
16 (c) Specialized equipment (such as special or adapted buses, lifts, and ramps) if required to
17 provide special transportation for a student with disabilities.
18

19 The Evaluation Team that develops the disabled student's Individualized Education Program will
20 determine, on an individual basis, when a student with a disability requires this related service.
21 Such recommendations must be specified on the student's IEP. Only those children with
22 disabilities who qualify for transportation as a related service under the provisions of the IDEA
23 shall be entitled to special transportation. All other children with disabilities in the District have
24 access to the District's regular transportation system under policies and procedures applicable to
25 all District students. Utilizing the District's regular transportation service shall be viewed as a
26 "least restrictive environment."
27

28 Mode of Transportation

29
30 If the District has an appropriate vehicle, it will be the preferred mode of transportation. In such
31 situations other arrangements, such as an individual transportation contract, may be arranged
32 with parents. Such voluntary agreement will stipulate in writing the terms of reimbursement.
33

34 Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with
35 Disabilities
36

37 Policy History:

38 Adopted on: 10/11/18

39 Reviewed on:

40 Revised on:
41

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8123

4
5 Driver Training and Responsibility

6
7 Bus drivers shall observe all state statutes and administrative rules governing traffic safety and
8 school bus operation. At the beginning of each school year, the District will provide each driver
9 with a copy of the District’s written rules for bus drivers and for student conduct on buses.

10
11 Each bus driver will meet the qualifications established by the Superintendent of Public
12 Instruction, including possession of a valid Montana commercial driver’s license (with school
13 bus “S” and passenger “P” endorsements), receive ten (10) hours of in-service annually, and
14 Department of Transportation-approved physician’s certification that he or she is medically
15 qualified for employment as a bus driver. The bus driver shall secure a valid standard first aid
16 certificate from an authorized instructor, within two (2) months after being employed, and
17 maintain a valid first aid certificate throughout employment as a bus driver. The bus driver must
18 have five (5) years driving experience.

19
20 A school bus driver is prohibited from operating a school bus while using a cellular phone,
21 including hands free cellular phone devices, except:

- 22 (1) During an emergency situation;
- 23 (2) To call for assistance if there is a mechanical breakdown or other mechanical
24 problem;
- 25 (3) When the school bus is parked.

26
27 A teacher, coach, or other certified staff member assigned to accompany students on a bus will
28 have primary responsibility for behavior of students in his or her charge. The bus driver has final
29 authority and responsibility for the bus. The Board of Trustees will establish written procedures
30 for bus drivers.

31
32
33

34 Legal Reference:	§ 20-10-103, MCA	School bus driver qualifications
	10.7.111, ARM	Qualification of Bus Drivers
	10.64.201, ARM	Drivers
	§ 50-46-205, MCA	Limitations of Medical Marijuana Act

38
39 Policy History:

40 Adopted on: 10/11/18

41 Reviewed on:

42 Revised on:

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8124

4
5 Student Conduct on Buses

6
7 The Board of Trustees, along with the Supervising Teacher, may establish written rules of
8 conduct for students riding school buses. Such rules will be reviewed annually by the Board of
9 Trustees and revised if necessary.

10
11 At the beginning of each school year, a copy of the rules of conduct for students riding buses will
12 be provided to students, and the classroom teacher and bus driver will review the rules with the
13 students. A copy of the rules will be posted in each bus and will be available upon request at the
14 school.

15
16 The bus driver is responsible for enforcing the rules and will work closely with a parent and
17 teacher to modify a student’s behavior. Rules shall include consistent consequences for student
18 misbehavior. A recommendation for permanent termination of bus privileges, accompanied by a
19 written record of the incident(s) that led to the recommendation, shall be referred to the Board of
20 Trustees for final determination. No further appeal shall be allowed.

21
22
23
24 Cross Reference: 3310 Student Discipline
25 8111 Transportation of Students With Disabilities

26
27 Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of
28 corporal punishment – penalty – defense
29 § 20-5-201, MCA Duties and sanctions

30 Policy History:
31 Adopted on: 10/11/18
32 Reviewed on:
33 Revised on:
34

1 **Trinity Elementary**

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 County Superintendent. A copy of the emergency procedures will
9 be located in every bus. To ensure the success of such emergency procedures, every bus driver
10 will conduct an emergency evacuation drill as early as possible within the first six (6) weeks of
11 each school semester. The District will conduct such other drills and procedures as may be
12 necessary.

13

14

15 Legal Reference: § 20-4-302, MCA Power of teacher or principal over pupils

16 §20-5-210, MCA Duties and sanctions

17

18 Policy History:

19 Adopted on: 10/11/18

20 Reviewed on:

21 Revised on:

22

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8200

4
5 Food Services

6
7 The District supports the philosophy of the National School Lunch Program and will provide
8 wholesome, appetizing, and nutritious meals for children in District schools. The Board may
9 authorize a portion of federal funds received in lieu of taxes to be used to provide free meals for
10 federally connected indigent students.

11
12 Because of the potential liability of the District, the food services program will not accept
13 donations of food without approval of the Board. Should the Board approve a food donation, the
14 Board will establish inspection and handling procedures for the food and determine that
15 provisions of all state and local laws have been met before selling the food as part of school
16 meals.

17
18 Commodities

19
20 The District will use food commodities made available under the Federal Food Commodity
21 Program for school meals.

22
23 Free and Reduced-Price Food Services

24
25 The District will provide free and reduced-price meals to students, according to the terms of the
26 National School Lunch Program and the laws, rules, and regulations of the state. The District
27 will inform parents of the eligibility standards for free or reduced-price meals. Identity of
28 students receiving free or reduced-price meals will be confidential, in accordance with National
29 School Lunch Program guidelines. A parent has the right to appeal to a designated hearing
30 official any decision with respect to his or her application for free or reduced-price food services.

31
32 The Board may establish programs whereby meals may be provided in the District in accordance
33 with National School Lunch Program guidelines.

34
35 The amount charged for such meals shall be sufficient to cover all costs of the meals, including
36 preparation labor and food, handling, utility, and equipment depreciation costs.

37
38 Legal Reference: § 20-10-204, MCA Duties of trustees
39 § 20-10-205, MCA Allocation of federal funds to school food services
40 fund for federally connected, indigent pupils
41 § 20-10-207, MCA School food services fund

42
43 Policy History:

44 Adopted on: 10/11/18

45 Reviewed on:

46 Revised on

1 **Trinity Elementary**

2
3 **NON-INSTRUCTIONAL OPERATIONS**

8225

4
5 Tobacco Free Policy

6
7 The District maintains tobacco-free buildings and grounds. Tobacco includes but is not limited to
8 cigarettes, cigars, snuff, pipe smoking tobacco, smokeless tobacco, vapor product, alternative
9 nicotine product or any other tobacco or nicotine delivery innovation.

10
11 Use of tobacco or nicotine products in a public school building or on public school property is
12 prohibited, unless used in a classroom or on other school property as part of a lecture,
13 demonstration, or educational forum sanctioned by a school administrator or faculty member,
14 concerning the risks associated with using tobacco products or in connection with Native
15 American cultural activities.

16
17 For the purpose of this policy, “public school building or public school property” means:

- 18
- 19 • Public land, fixtures, buildings, or other property owned or occupied by an institution for
- 20 the teaching of minor children, that is established and maintained under the laws of the
- 21 state of Montana at public expense; and
- 22
- 23 • Includes playgrounds, school steps, parking lots, administration buildings, athletic
- 24 facilities, gymnasiums, locker rooms, and school vehicles.
- 25
- 26

27 Violation of the policy by students and staff will be subject to actions outlined in District
28 discipline policies.

29
30 Use of FDA-approved cessation devices may be permitted at school buildings and on school
31 grounds with the approval of the building administrator.

32	33 Legal Reference:	§ 20-1-220, MCA	Use of tobacco product in public school building or on public school property prohibited
34			
35		§ 50-40-104(4)(e), MCA	Smoking in enclosed public places prohibited – notice to public - place where prohibition inapplicable
36			
37		ARM 37.111.825(5)	Health Supervision and Maintenance
38		42 U.S.C. 1996, 1996a	American Indian Religious Freedom Act
39			
40			
41			

42 Policy History:
43 Adopted on: 10/11/18
44 Reviewed on:
45 Revised on:1/16/2020

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8300

4
5 Risk Management

6
7 The Board believes that the District must identify and measure risks of loss which may result
8 from damage to or destruction of District property or claims against the District by persons
9 claiming to have been harmed by action or inaction of the District, its officers or staff. The
10 District will implement a risk management program to reduce or eliminate risks where possible
11 and to determine which risks the District can afford to assume. Such program will consider the
12 benefits, if any, of joining with other units of local government for joint purchasing of insurance,
13 joint self-insuring, or joint employment of a risk manager. The Board will assign primary
14 responsibility for administration and supervision of the risk management program to a single
15 person and will review the status of the risk management program each year.

16
17 The District will purchase surety bonds for the Clerk, and such other staff and in such amounts as
18 the Board shall from time to time determine to be necessary for honest performance of the staff
19 in the conduct of the District’s financial operations.
20
21
22

23	Legal Reference:	§ 20-6-608, MCA	Authority and duty of trustees to insure
24			district property
25		§ 20-3-331, MCA	Purchase of insurance – self-insurance plan
26		§§ 2-9-101, et seq., MCA	Liability Exposure
27		§ 2-9-211, MCA	Political subdivision insurance
28		§ 2-9-501, MCA	Application – bonds excepted
29			

30 Policy History:

31 Adopted on: 10/11/18

32 Reviewed on:

33 Revised on:

1 **Trinity Elementary**

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 Trinity
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 District 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

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4 performed to notify all parents and guardians of the intended renovation activities and to
5 provide the pamphlet.
6

7 Recordkeeping Requirements *
8

9 All documents must be retained for three (3) years following the completion of a renovation.

- 10 • Records that must be retained include:
11 • Reports certifying that lead-based paint is not present.
12 • Records relating to the distribution of the lead pamphlet.
13 • Documentation of compliance with the requirements of the Lead-Based Paint
14 Renovation, Repair, and Painting Program.
15

16 **Note: The MTSBA recommends that districts follow the same record retention schedule as they*
17 *do for Asbestos abatement (forever).*
18

19 Legal Reference: 40 CFR Part 745, Subpart E Lead-based paint poisoning in certain
20 residential structures
21 15 U.S.C. 2682 and 2886 Toxic Substances Control Act, Sections
22 402 and 406
23

24 Policy History:

25 Adopted on: 10/11/18
26 Reviewed on:
27 Revised on:

1 **Trinity Elementary**

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
7 that is individually trained to do work or perform tasks for the benefit of an individual with a
8 disability. Federal law definition of a disability includes a physical, sensory, psychiatric,
9 intellectual, or other mental disability.

10
11 The District shall permit the use of a miniature horse by an individual with a disability,
12 according to the assessments factors, 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
16 according to state and federal regulations. The School District will honor requests for service
17 animals in accordance with the applicable Section 504 or Special Education policy adopted by
18 the Board of Trustees. The work or tasks performed by a service animal must be directly related
19 to the handler's disability.

20
21 Examples of work or tasks performed by the service animal to accommodate an identified
22 disability include, but are not limited to, assisting individuals who are blind or have low vision
23 with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the
24 presence of people or sounds, providing nonviolent protection or rescue work, pulling a
25 wheelchair, assisting an individual during a seizure, alerting individuals to the presence of
26 allergens, retrieving items such as medicine or the telephone, providing physical support and
27 assistance with balance and stability to individuals with mobility disabilities, and helping persons
28 with psychiatric and neurological disabilities by preventing or interrupting impulsive or
29 destructive behaviors.

30
31 The crime deterrent effects of an animal's presence and the provision of emotional support, well-
32 being, comfort, or companionship do not constitute work or tasks for the purposes of this
33 definition.

34
35 The District may ask an individual with a disability to remove a service animal from the
36 premises if:

- 37 • The animal is out of control and the animal's handler does not take effective action to
38 control it; or
- 39 • The animal is not housebroken

40
41 The District is not responsible for the care or supervision of the service animal.

42
43 Individuals with disabilities shall be permitted to be accompanied by their service animals in all
44 areas of the District's facilities where members of the public, participants in services, programs
45 or activities, or invitees, as relevant, are allowed to go.

1 Cross Reference: Policy 2161 Special Education
2 Policy 2162 Section 504 of the Rehabilitation Act of 1973
3

4 Legal Reference: 28 CFR 35.136 Service Animals
5 28 CFR 35.104 Definitions
6 49-4-203(2), MCA Definitions

7 Policy History:
8 Adopted on: 10/11/18
9 Reviewed on:
10 Revised on:

1 **Trinity Elementary**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8550

4
5 Cyber Incident Response

6
7 A cyber incident is a violation or imminent threat of violation of computer security policies,
8 acceptable use policies, or standard computer security practices. An incident response capability
9 is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the
10 weaknesses that were exploited, and restoring computing services.

11
12 The School District is prepared to respond to cyber security incidents, to protect District systems
13 and data, and prevent disruption of educational and related services by providing the required
14 controls for incident handling, reporting, and monitoring, as well as incident response training,
15 testing, and assistance.

16
17 Responsibilities of Specific Staff Members

18
19 Individual Information Technology User:

20 All users of District computing resources shall honor District policy and be aware of what
21 constitutes a cyber security incident and shall understand incident reporting procedures.

22
23 District Information Technology Director

24 Provide incident response support resources that offer advice and assistance with handling and
25 reporting of security incidents for users of School District information systems. Incident
26 response support resources may include, but is not limited to: School District information
27 technology staff, a response team outlined in this policy, and access to forensics services.

28
29 Establish a Cyber Security Incident Response Team (CSIRT) to ensure appropriate response to
30 cyber security incidents. The CSIRT shall consist of _____. CSIRT responsibilities shall
31 be defined in the School District position descriptions.

32
33 District Superintendent:

34 Develop organization and system-level cyber security incident response procedures to ensure
35 management and key personnel are notified of cyber security incidents as required.

36
37 Procedures

38
39 Designated officials within the District shall review and approve incident response plans and
40 procedures at least annually. The incident response plans and/or procedures shall:

- 41
42
- 43 • Provide the District with a roadmap for implementing its incident response capability
 - 44 • Describe the structure and organization of the incident response capability
 - 45 • Provide a high-level approach for how the incident response capability fits into
 - 46 the overall organization

- Meet the unique requirements of the District, which relate to mission, size, structure, and functions
- Define reportable incidents
- Provide metrics for measuring the incident response capability within the organization
- Define the resources and management support needed to effectively maintain and mature an incident response capability

Upon completion of the latest incident response plan, designated officials shall:

- Distribute copies of the incident response plan/procedures to incident response personnel.
- Communicate incident response plan/procedure changes to incident response personnel and other organizational elements as needed.
- Provide incident response training to information system users consistent with assigned roles and responsibilities before authorizing access to the information system or performing assigned duties, when required by information system changes; and annually thereafter.
- Test the incident response capability for the information systems they support at least annually to determine effectiveness.
- Track and document information system security incidents.
- Promptly report cyber security incident information to appropriate authorities in accordance with reporting procedures.

Policy History:

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Reviewed on:

Revised on: