

**AGENDA for the REGULAR MEETING  
OF THE TRUSTEES OF JEFFERSON HIGH SCHOOL DISTRICT # 1**

**\* 6:30 p.m. Tuesday, October 20, 2015 \*      Jefferson High School Library**

(Board packet available upon request at the Central Office.)

This agenda is subject to changes until the Friday preceding the meeting. Please check the school website at [www.jhs.k12.mt.us](http://www.jhs.k12.mt.us) for the most current agenda and the packet of associated materials for the meeting.

**A. Call to order-Chairperson**

1. Pledge of Allegiance

**B. Announcements and Public Comment.** Please see information printed on the back of the agenda and in the brochure at the entrance to the meeting about speaking to the board during this time.

**C. Student Report**

**D. Staff Report**

**E. Committee Reports - brief review**

**F. Administration Reports –** The board briefly reviews the written reports provided in board packet. Some specific, anticipated items are listed below. Board action is not taken on items in a report unless the item is listed as an action item in the new or unfinished business sections of the agenda.

1. Clerk/Business Manager
  - a. Christmas party
2. Principal/A.D.
3. Superintendent
  - a. Commercial Energy
  - b. Count Day

**G. Unfinished Business- Action is always possible for Unfinished Business items.**

**H. New Business – Action is always possible for New Business items.**

1. Personnel – Action
  - a. Substitute applications – S. Hays, G. Clifford
  - b. Superintendent community and family evaluation – possible closed session
2. Approval of Attendance Agreements – AYA/Elk Park/North end
3. Transportation – possible extension of northern-most route
4. Uniform Rotation update
5. First Reading of Policies

1105	Membership	2120	Curriculum and Assessment
1110	Taking Office	2158	Family Engagement
1111	Elections	3110	Entrance, Placement and Transfer
1112	Resignation	3130	Students of Legal Age
1113	Vacancies	3226	Bullying/Harassment
1120	Annual Organization Meeting	3300	Suspension and Expulsion
1130	Committees	3300P	Suspension and Expulsion
1135	School Board Advocacy	3310	Student Discipline
1135P	School Board Advocacy	3410	Student Health
1210	Quals, Terms and Duties of Officers	3121P	Enrollment and Attendance
1230	Clerk	3226	Bullying Harassment
1240	Duties of Indiv Trustees	3310	Student Discipline
1310	Dist Pol and Proc	3413	Student Immunization
1310P	Procedure	3431	Emergency Treatment
1312	Administrative Proc	3510	School-Sponsored Activities
1312P	Procedure	4332	Conduct on School Property
1400	Board meetings	5210	Assignments, Reassignments
1635	Internships	6310	Internships
2100	Professional Development	7525	Lease-Purchase Agreement
2110	Objectives	8301	District Safety

**I. Communication and Comments**

1. Letters to the Board

## **J. Commendations and Recognition**

## **K. Consent Agenda**

1. Approval of Previous Minutes and High School Claims and Accounts – action

## **L. Follow-up/Adjournment – upcoming three months**

1. Chair/Superintendent article for paper

**NEXT REGULARLY SCHEDULED HIGH SCHOOL BOARD MEETING: 6:30 P.M. November 17, 2015**

**BOARD CHAIR-APPROVED AGENDA ITEMS ARE DUE IN THE DISTRICT OFFICE BY THE LAST FRIDAY OF THE MONTH PRIOR TO THE BOARD MEETING.**

*All board meetings are generally held in the Jefferson High School Library, on the third Tuesday of each month at 6:30 p.m. (Exceptions often occur in May and August to follow legal requirements.) For updates, call the district office at 225-3740.*

## **Jefferson High School Board Members**

Sabrina Stekete, chair (Boulder area position)

Michele LeTexier (Basin area position)

Travis Pierce vice-chair (At-Large position)

Larry Rasch (At-Large position)

Pat Lewis, (At-Large position)

Terry Street (Clancy area position)

Denise Brunett (MT City area position)

## **Draft Mission Statement**

*The Jefferson High School District #1's mission is to provide the best possible education for our youth for whatever path of life they choose; to be the school of choice for students, teachers, and staff; and to be the heart of the communities we serve.*

**Our vision for the future, second draft:**

### **Students:**

- Achieve high test scores and graduation rates that are competitive nationally;
- Graduate with a plan for life that they feel well equipped to pursue;
- Choose our school over other options because of our solid reputation;
- Feel happy, challenged, safe and supported throughout their time here;
- Appreciate and fully engage in our activities that augment our core curriculum; and
- Have access to technology that enhances their learning opportunities.

### **Teachers:**

- Actively support students with their time, attention and obvious commitment;
- Have the tools and resources necessary to do optimal work;
- Are proud to work here and of their contribution to the school;
- Are committed to continuing education and the use of best practices;
- Look at our District as a long-term career commitment; and
- Feel confident about the Board's decisions and plans.

### **Our Administration and Board**

- Commit to be knowledgeable about best practices
- Establish, devote themselves to, and evaluate their priority goals on a regular basis; and
- Work as a collaborative team to make decisions that always focus on what's best for students, teachers and our communities.

### **Our communities:**

- Are knowledgeable of and highly respect our commitment to excellence; and
- Support our work in many ways – their time, funds, levy votes, ideas, and enthusiasm about our students and their activities.

**Announcements and Public Comment.** The board welcomes and encourages public comment and wishes the public comment process to be fair and orderly. Written comments may be submitted to the board through the District Clerk's office. Individuals wishing to address the board at the board meeting must sign in on the sheet provided. The clerk will collect the sheet when the meeting begins. Comments on topics that are on the agenda may be made when the meeting reaches that item's point on the agenda. Comments on non-agenda items may be made during the "Public Comment" agenda item. The Board would like to remind everyone in attendance that to avoid violations of individual rights of privacy, a member of the public wishing to address the Board during this time will not be allowed to make comments that would infringe upon the privacy rights of any student, staff member, or member of the general public during his/her designated time to speak. Abusive or obscene comments will not be allowed. Time allowed for comments may be limited. Individuals will only be called upon twice for the same topic after all persons have been called upon and as time permits. The Board may not respond to and will not take action on non-agenda topics at this meeting but may schedule the topic on the agenda of a subsequent meeting.

Policy Number	Policy Title	Brief Description	Change or Modify	Mandatory	Policy Committee Recommendation	1st Read Date
1105	Membership	Cleanup language	Change	Recommended	Recommend to pass	Tuesday, October 20, 2015
1110	Taking Office	Cross reference added	Change	Recommended	Recommend to pass with No Changes 9/22/2015	Tuesday, October 20, 2015
1111	Electrons	Clarification	Change	Recommended	Recommend to pass with No Changes 9/22/2015	Tuesday, October 20, 2015
1112	Resignation	Clarification	Change	Recommended	Recommend to pass with No Changes 9/22/2015	Tuesday, October 20, 2015
1113	Vacancies	Clarification	Change	Recommended	Recommend to pass with No Changes 9/22/2015	Tuesday, October 20, 2015
1120	Annual Organization Meeting	Clarification	Change	Recommended	Recommend to pass with No Changes 9/22/2015	Tuesday, October 20, 2015
1130	Committees	Clarification	Change	Recommended	Recommend to pass with changes 9/22/2015	Tuesday, October 20, 2015
1135	School Board Advocacy	Clarification	Change	Recommended	Recommend to pass with changes (discuss committee appointments)	Tuesday, October 20, 2015
1210	Quals, Terms and Duties of Officers	Clarification	Change	Recommended	Recommend to pass without changes 9/22/2015	Tuesday, October 20, 2015
1230	Clerk	Clarification	Change	Recommended	Recommend to pass without changes 9/22/2015	Tuesday, October 20, 2015
1240	Duties of Indiv Trustees	Clarification	Change	Recommended	Recommend to pass without changes 9/22/2015	Tuesday, October 20, 2015
1310P	Dist Pol and Proc Procedure	Incorporate 1312	Change	Recommended	Recommend to pass with changes 9/22/2015	Tuesday, October 20, 2015
1310P	Administrative Proc Procedure	Incorporate 1312P	Change	Recommended	Recommend to Revoke 9/22/2015	Tuesday, October 20, 2015
1312P	Board meetings	Move to 1310	Delete	Recommended	Recommend to Revoke 9/22/2015	Tuesday, October 20, 2015
1400	Board meetings	Definition	Delete	Recommended	Recommended to pass with changes 9/22/2015	Tuesday, October 20, 2015
1635	Internships	Moves to Trustees section from Supt	Change	Recommended	Recommend to pass with No Changes 9/22/2015	Tuesday, October 20, 2015
2100	Professional Development	Adds advisory committee	New	Recommended	Recommended to pass with changes 10/6/2015	Tuesday, October 20, 2015
2110	Objectives	Removed accreditation info	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
2120	Curriculum and Assessment	Revises per Chapter 55	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
2158	Family Engagement		New	Yes	Clarify Definition of Family otherwise recommend to pass 9/22/15	Tuesday, October 20, 2015
3130	Students of Legal Age	Revises per FERPA	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3226	Bullying/Harassment	Added references	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3300	Suspension and Expulsion	Incorporates 3300P and added a paragraph	Change	Recommended	Recommended to pass as written but check timeline 10/6/2015	Tuesday, October 20, 2015
3310	Student Discipline	Cross reference added	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3410	Student Health	Removed non-emergency language	Change	Optional	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3431	Emergency Treatment	Clarification	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3510	School-Sponsored Activities	Cross reference added	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
4332	Conduct on School Property	Revision re e-cigarettes	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
5210	Assignments, Reassignments	Clarification re internships	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
6310	Internships	Moving to Trustee section	Delete	Recommended	Recommended to delete as suggested 10/6/2015	Tuesday, October 20, 2015
1135P	School Board Advocacy	Clarification	Change	Recommended	Recommended to delete as suggested 09/22/2015	Tuesday, October 20, 2015
3300P	Suspension and Expulsion	Move to 3300	Delete	Recommended	Recommended to delete as suggested 10/6/2015	Tuesday, October 20, 2015
1111	Electrons	Replaces nominatio with declaration of intent	Change	Recommended	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3110	Entrance, Placement and Transfer	Adds varicella to immunizations, requires birth	Change	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3121P	Enrollment and Attendance	Removes December count	Change	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3226	Bullying Harassment	Refines definition of bullying	Change	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3310	Student Discipline	refines e-cigarette and vapor definitions and	Change	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
3413	Student Immunization	Adds varicella to immunizations and adds flu	Change	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
4332	Conduct on School Property	refines e-cigarette and vapor definitions and	Change	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
7525	Lease-Purchase Agreement	Personal and real property lease provisions	New	Required	Recommended to pass as written 10/6/2015	Tuesday, October 20, 2015
8301	District Safety	Adds emergency operations and requirements	Change	Required	Recommend to pass with changes 10/6/2015	Tuesday, October 20, 2015

THE BOARD OF TRUSTEES

Membership and Terms of Office

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

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

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

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

Legal References:	§ 20-3-301, MCA	Election and term of office
	§ 20-3-302, MCA	Legislative intent to elect less than majority of trustees
	§ 20-3-305, MCA	Candidate qualification and nomination
	§ 20-3-306, MCA	Conduct of election
	§ 20-3-307, MCA	Qualification and oath
	§ 20-3-341, MCA	Number of trustee positions in elementary districts – transition
	§ 20-3-344, MCA	Nominating of candidates by petition in first-class elementary district
	§ 20-3-351, MCA	Number of trustee positions in high school districts
	§ 20-3-352, MCA	Request and determination of number of high school district additional trustee positions – nonvoting trustee
	§ 20-3-361, MCA	Joint board of trustees organization and voting membership

Policy History:

Adopted on: February 2007

Revised on: September 2015

Revision Note: Cleans up language as per MTSBA Jan, 2014 Policy Notes

1 Taking Office

2  
3 A newly elected trustee shall take office as soon as election results have been certified and the  
4 newly elected trustee has taken and subscribed to an oath to faithfully and impartially discharge  
5 the duties of the office to the best of his/her ability. A newly appointed trustee shall take office,  
6 after the trustee has taken and subscribed to an oath to faithfully and impartially discharge the  
7 duties of the office to the best of his/her ability. The person shall qualify by taking an oath of  
8 office administered by the county superintendent, the superintendent's designee, or any officer  
9 provided for in 1-6-101, MCA or 2-16-116, MCA. Such oath must be filed with the county  
10 superintendent not more than fifteen (15) days after the receipt of the certificate of election or the  
11 appointment.

12  
13 Cross Reference:                      Policy 1113                      Vacancies

14  
15 Legal References:                      § 1-6-101, MCA                      Officers who may administer oaths  
16    § 2-16-116, MCA                      Power to administer oaths  
17    § 20-1-202, MCA                      Oath of office  
18    § 20-3-307, MCA                      Qualification and oath  
19

20 Policy History:

21 Adopted on:                      February 2007  
22 Reviewed on:  
23 Revised on:                      April 15, 2008, November 15, 2011, September 2015

24  
25 *Note: Line 5-7 was added to clarify when a trustee (who has been appointed mid-term)*  
26 *becomes official and can vote at meetings.*

27  
28 *Note: The sentence in lines 7-9 were added as the revision, as well as two legal references*  
29 *(lines 15 and 16).*

30 Sept. 2015 Revision adds Cross Reference

THE BOARD OF TRUSTEES

Election

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

Board elections shall take place on the first (1<sup>st</sup>) Tuesday after the first (1<sup>st</sup>) Monday in May of each year. Any person who is a qualified voter of the District is legally qualified to become a trustee. ~~Any five (5) qualified electors may nominate as many trustee candidates as there are trustee positions subject to election at the ensuing election. The name of each person nominated for candidacy shall~~ A declaration of intent to be a candidate must be submitted to the District Clerk ~~not less than at least~~ forty (40) days before the regular school election day. If different terms are to be filled, the term for the position for which each the candidate is ~~nominated~~ filing must also also shall be indicated. Any person seeking to become a write-in candidate for a trustee position shall file a declaration of intent no later than 5:00 p.m. on the day before the ballot certification deadline in 20-20-401. Any person seeking to become a write-in candidate in a mail ballot election or for a trustee position in a school board election shall file a declaration of intent on the twenty-sixth (26<sup>th</sup>-d) day before the election. If the number of candidates filing for vacant positions or filing a declaration of intent to be a write-in candidate is equal to or less than the number of positions to be elected, the trustees may give notice no later than thirty (30) ~~twenty-five (25)~~ days before the election that a trustee election will not take place. If a trustee election is not held, the trustees shall declare the candidates elected by acclamation and shall issue a "certificate of election" to each candidate.

A candidate intending to withdraw from the election shall send a statement of withdrawal to the clerk of the district containing all information necessary to identify the candidate and the office for which the candidate ~~was nominated~~ filed. The statement of withdrawal must be acknowledged by the clerk of the district. A candidate may not withdraw less than thirty-eight (38) days after 5:00 p.m. the day before the school election ballot certification deadline in 20-20-401.

~~Except in the event of an unforeseen emergency occurring on the date scheduled for the election, a proposition requesting additional funding pursuant to § 20-9-353, MCA, may be submitted to electors only once each calendar year, on the regular school election day. In the event of an unforeseen emergency occurring on the date scheduled for the funding election, the district will be allowed to reschedule the election for a different day of the calendar year.~~

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

THE BOARD OF TRUSTEES

1	Legal Reference:	§ 13-10-211, MCA	Declaration of intent for write-in candidates
2		§ 20-20-204, MCA	Election Notice
3		§ 20-3-304, MCA	Annual election
4		§ 20-3-305, MCA	Candidate qualification, nomination and withdrawal
5			
6		§ 20-3-313, MCA	Election by acclamation – notice
7		§ 20-3-322, MCA	Meetings and quorum
8		§ 20-3-322(5), MCA	Meetings and quorum (unforeseen emergency definition)
9			
10		§ 20-3-324(4), MCA	Powers and duties
11		§ 20-3-344, MCA	Nomination of candidates by petition in first-class elementary district
12			
13		§ 20-9-353, MCA	Additional funding for general fund-election for Authorization to impose
14			
15		§ 20-20-105, MCA	Regular school election day and special school elections
16			
17		§ 20-20-301, MCA	Qualifications of elector
18			

**Policy History:**

20 Adopted on: February 2007

21 Reviewed on:

22 Revised on: November 15, 2011

23 Revised: September 2015

24

25 *Note: Lines 22-26 (page 1) were added based on the 2011 Legislative session. The word*  
26 *(withdrawal) was also added in legal reference 20-3-305, MCA.*

27 Sept: 2015 Revision Note: Updated to match current law.

THE BOARD OF TRUSTEES

Resignation

The resignation of a trustee, ~~if submitted~~ must be submitted in writing to the Clerk. A resignation is effective seventy-two (72) hours after its submission unless withdrawn during that period by the ~~resigning trustee~~ through written notification of withdrawal made to the Clerk.

~~The Board will ratify the resignation at its next regularly scheduled meeting and will proceed to fill the vacancy as provided by statute and Board policy.~~

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

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

Policy History:

Adopted on: February 2007

Revised on: September 2015

Revision Note: Remove board ratification



THE BOARD OF TRUSTEES

Vacancies

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

1. Death of the ~~incumbent trustee~~;
2. Resignation, in writing, filed with the Clerk;
3. ~~Incumbent Trustee~~ moves out of the nominating district, establishing residence elsewhere;
4. ~~Incumbent Trustee~~ is no longer a registered elector of the District under the provisions of § 20-20-301, MCA;
5. ~~Incumbent Trustee~~ is absent from the District for sixty (60) consecutive days;
6. ~~Incumbent Trustee~~ fails to attend three (3) consecutive meetings of the trustees without good reason;
7. ~~Incumbent Trustee~~ has been removed under the provisions of § 20-3-310, MCA; or
8. ~~Incumbent Trustee~~ ceases to have the capacity to hold office under any other provision of law.

A trustee position also shall be vacant when an elected candidate fails to qualify.

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

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

Cross Reference: 1240 Duties of Individual Trustees

~~1112 Resignations~~

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

Policy History:

Adopted on: February 2007

Revised on: ~~September 2015~~

~~September 2015 revision notes: replaced word "incumbent" with "Trustee"~~

1 Annual Organization Meeting

2  
3 After issuance of election certificates to newly elected trustees in May, and no later than  
4 fifteen (15) days after the election, the Board shall elect from among its members a  
5 Chairperson and a Vice Chairperson to serve ~~until the next annual~~  
6 ~~organizational meeting~~. If a Board member is unable to continue to serve as an officer, a  
7 replacement shall be elected ~~immediately at the earliest opportunity to serve the remainder of the~~  
8 ~~year~~. In the absence of both the Chairperson and the Vice Chairperson, the Board shall elect  
9 a Chairperson *pro tempore*, who shall perform the functions of the Chairperson during the  
10 latter's absence. The Clerk shall act as Board secretary.

11  
12 The normal order of business shall be modified for the annual organizational meeting by  
13 considering the following matters after the approval of the minutes of the previous meeting:

- 14  
15 1. Welcome and introduction of newly elected Board members by the current  
16 Chairperson  
17  
18 2. Swearing in of newly elected trustees  
19  
20 3. Call for nominations for Chairperson to serve during the ensuing year  
21  
22 4. Election of a Chairperson  
23  
24 5. Assumption of office by the new Chairperson  
25  
26 6. Call for nominations for Vice Chairperson to serve during the ensuing year  
27  
28 7. Election of a Vice Chairperson  
29  
30 8. Appointment of a Clerk  
31

32  
33  
34 Legal References: § 20-3-321, MCA Organization and officers  
35 § 20-3-322(a), MCA Meetings and quorum  
36 § 1-5-416(1)(b), MCA Powers and duties of Notary Public  
37

38 Policy History:

39 Adopted on: February 2007

40 Reviewed on:

41 Revised on: November 15, 2011

42 September 2015

43  
44 *Note: The revision included the date for when the Annual Organization Meeting must be*

- 1 *held and the addition of the legal reference in line 34.*
- 2 *Sept 2015 Revision: Clarified Officer Terms of Office*

THE BOARD OF TRUSTEES

Committees

Generally, trustees will function as a whole and will not form committees of the Board. Nevertheless the Board may create Board committees as deemed necessary or useful. All committees created by the Board ~~for non-public and governmental purposes~~ shall comply with the open meeting laws and all other laws applicable to school board meetings.

~~Standing~~ committees of the Board may be created and their purposes defined by a majority of the Board. The Board Chairperson shall appoint trustees to serve on such committees. Trustees serving on committees shall be limited to fewer than one-half (1/2) of the Board.

~~In determining whether any meeting within the school system should be held in compliance with the Open Meeting Act, the following factors, although not exhaustive or dispositive in nature, should be considered:~~

- ~~• Frequency of the meetings being held;~~
- ~~• Whether the committee is deliberating or simply gathering facts;~~
- ~~• Whether the deliberations concern matter of policy rather than merely ministerial or administrative functions;~~
- ~~• Whether the committee members have expertise, authority, and experience; and~~
- ~~Results of the meeting.~~

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

Policy History:

Adopted on: February 2007

Revised on: September 2015

~~September 2015 revision only broadened application of open meeting laws by removing examples~~

1 School Board Advocacy

2  
3 The Board of Trustees of Jefferson High School District believes it has a responsibility to the  
4 students, parents, and community to advocate for student achievement and quality education.  
5 In order to meet these responsibilities, the District may work for the passage of new laws  
6 designed to advance the cause of good schools and for the repeal or modification of existing  
7 laws that impede this cause.

8  
9 ~~As Trustees, we should must keep ourselves-themselves and community members informed~~  
10 of pending legislation and actively ~~communicate~~ board positions and concerns to elected  
11 representatives at both the state and national level. ~~We~~ The Board should work with legislative  
12 representatives (both state and federal), with the Montana School Boards Association, the  
13 National School Boards Association, and other concerned groups in developing an annual as  
14 well as long-range legislative program.

15  
16 ~~We may encourage e~~ Each Trustee is encouraged to participate in the MTSBA Delegate  
17 Assembly and the MTSBA Board Legislative Contact Program and the caucuses. We also  
18 encourage each board and trustee to be aware of the importance of building a relationship with  
19 the community, to be used to increase student success.

20  
21 In doing so, the Board shouldwillmay:

- 22  
23 1. At its annual organizational meeting appoint a member as its Board Legislative Contact  
24 (BLC) to the Montana School Boards Association (MTSBA). This person may:  
25 a. Serve as the Board’s liaison to MTSBA;  
26 b. Attend the Day of Advocacy during each legislative session;  
27 c. Attend other state and regional association meetings as approved by the Board  
28 and  
29 d. Advise MTSBA of the Board’s views regarding MTSBA’s legislative positions  
30 and activities.  
31 2. At least once each month, the Board meeting agenda may include an opportunity for the  
32 BLC to report on educational issues pending on the state and federal levels.  
33 3. Work with the BLC, MTSBA, the National School Boards Association (NSBA), and  
34 other concerned groups and organizations on matters of mutual interest.

35  
36  
37 Policy History:

38 Adopted on: April 21, 2009

39 Reviewed on:

40 Revised on: September 2015

41  
42 September 2015 revision note: format corrections, added caucuses. ~~changed “may” to will~~  
43

- 1 [Timeline index entry: Regular board meeting every May](#)
- 2

1 School Board Advocacy

2  
3 Once the Board of Trustees has determined that it is in its best interest to actively become an  
4 advocate for the education of the students in its District, the following guidelines are established  
5 to help facilitate the process.

- 6  
7 1. An additional item on the agenda of the Annual Organizational Meeting, usually held in  
8 May of each year, may include the appointment of one (1) of its trustees as the Board  
9 Legislative Contact (BLC) to the Montana School Boards Association (MTSBA).  
10 a. In the event of an appointment, the District Clerk will submit the name ~~of the~~  
11 ~~Director of Member Services to the Administrative Service Specialist~~ at  
12 MTSBA no later than one (1) month after the appointment.  
13 2. The Board will identify this appointee and/or additional trustees as registered lobbyists  
14 for the District.  
15 a. If the appointment is made, the District Clerk will make sure that the  
16 appointed trustee(s) are sufficiently registered as lobbyists for the District  
17 3. The threshold for reimbursement of expenses before the lobbying license requirement  
18 becomes effective will be determined by the Commissioner of Political Practices.  
19  
20 4. The BLC, or designee, may attend the Day of Advocacy during each legislative session.  
21  
22 5. The BLC, or designee, may attend the annual Delegate Assembly.  
23  
24 6. The Board may set additional parameters, including the number of trips to the  
25 Legislature, the number of regional and state meetings approved, etc.  
26  
27 7. The Board may include an item on its monthly agenda, giving the BLC an opportunity to  
28 discuss advocacy information.  
29  
30  
31

32 Legal Reference: § 5-7-112, MCA      Payment threshold – inflation adjustment  
33 ARM 44.12.204      Payment threshold – inflation adjustment  
34

35 Procedure History:

36 Promulgated on: April 21, 2009

37 Reviewed on:

38 Revised on: September 2015

39  
40 September 2015 Revision note: Changed who to report the appointment to at MTSBA  
41  
42

THE BOARD OF TRUSTEES

Qualifications, Terms, and Duties of Board Officers

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

Chairperson

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

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

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

Vice Chairperson

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

Legal References:	§ 2-3-203, MCA	Meetings of public agencies and certain associations of public agencies to be open to public – exceptions
	§ 20-3-321(2), MCA	Organization and officers
	§ 20-3-351(1)(a), MCA	Number of trustee positions in high school districts
	§ 20-3-352(2), MCA	Request and determination of number of high school district additional trustee positions –nonvoting trustee

Policy History:

Adopted on: February 2007

Reviewed on:

Revised on: November 15, 2011 ~~November 15, 2012~~

*Note: The definition and duties of a chairperson (lines 8-12) were changed according to the 2011 Legislative session. Also, legal references in lines 34-38 were added.*

~~This document is the property of Jefferson High School District #1. It is to be used only for the purposes intended by the Board of Trustees. It is not to be distributed outside the district.~~



THE BOARD OF TRUSTEES

Clerk

The Clerk of the Board shall attend all meetings of the Board, unless excused by the Chairperson, and shall keep an accurate ~~and permanent record of~~ proceedings.

The Clerk shall have custody of the records, books, and documents of the Board. In the absence or inability of the Clerk to attend a Board meeting, the trustees will have one (1) of their members or a District employee act as clerk for the meeting, and said person will supply the Clerk with a certified copy of the proceedings.

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

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

The Clerk shall prepare and submit to the Board a financial report of receipts and disbursements of all school funds on an annual basis unless the Board requests such reports on a more frequent basis. ~~The Clerk shall perform all functions pertaining to the preparation of school elections.~~

The Clerk shall perform other duties as prescribed by state law or as directed by the Board and the Superintendent.

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

Policy History:

Adopted on: February 2007

Revised on: ~~September 2017~~

~~September 2017 revision not adopted because it did not comply with provisions of ISB Manual. Added that Clerk prepares for school elections.~~

THE BOARD OF TRUSTEES

1240

Duties of Individual Trustees

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

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

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

~~The Board shall declare a position vacant after three consecutive meetings if a trustee has been absent from the District for any consecutive days.~~

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

Cross Reference: 1113 Vacancies

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

Policy History:

Adopted on: February 2007

Revised on: ~~September 2012~~

~~Some school trustees may have no authority at times if they are not present at the meeting. All school trustees have an equal authority.~~

THE BOARD OF TRUSTEES

District Policy

Adoption and Amendment of Policies

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

Formatted: Superscript

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

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

Policy Manuals

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

Suspension of Policies

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

Legal References: §20-3-323, MCA      District policy and record of acts  
10 55,701, ARM      Board of Trustees

Policy History:

Adopted on: February 2007  
Revised on: February 15, 2011  
Revised on: July 2013

Timeline Index Entry: [June](#)

## THE BOARD OF TRUSTEES

1310P  
Page 1 of 2

## 1 District Policy

2  
3 Procedure for Maintenance of District Policy and Policy Manual

4  
5 The official copy of the policies of Jefferson High School District #1 is maintained as an  
6 electronic PDF (Adobe portable document file). The singular location for this official Policy  
7 Manual is on the JHS server and it is accessed via the JHS website on a page designated for this  
8 purpose in the district information section of the site.

9  
10 Generally, each year the Board establishes a policy committee. The purpose of the committee is  
11 to review or construct policy additions or change proposals and make recommendations to the  
12 full Board for action.

13  
14 The policy committee may develop its own methods for tracking and processing their work. This  
15 may include internet or other posting of materials, working copies of policy proposals and  
16 methods for incorporating public input in the process. All methods used by the committee will  
17 adhere to open meeting law requirements.

18  
19 All policies that include a due date or other date-related requirement for the Board,  
20 administration, staff or other persons or entities will be listed on a "Board Timeline Index" which  
21 will follow the Master Index in the district policy manual.

22  
23 The procedure for processing policy proposals is:

- 24  
25 1. Committee meets as needed to review and research policy proposals and may revise or  
26 construct drafts of the policy proposals.
- 27 2. Proposed policy draft is submitted to the Superintendent to be included on the agenda at  
28 the next regularly scheduled board meeting. For policy changes, written drafts must be  
29 the current policy language with deleted language formatted with a strike through and  
30 new language underlined. The agenda item will include the policy number, title and a  
31 brief description of the proposal.
- 32 3. District Clerk disseminates proposed policy marked as "1st Reading Draft" to trustees.
- 33 4. If approved on 1st reading, the District Clerk incorporates any changes made on 1st  
34 reading in the draft policy with markup formatting and disseminates the updated draft to  
35 the Board marked as "2<sup>nd</sup> Reading Draft" and adds the proposed policy for 2nd reading to  
36 the agenda for the next regularly scheduled board meeting.
- 37 5. If approved on 2nd reading, the District Clerk incorporates any changes made on 2nd  
38 reading, removes the markup formatting, and emails the final approved policy Word  
39 document to the District's provider of policy maintenance services, if any, as soon as  
40 possible but not more than ten (10) working days after approval.
- 41 6. Policy maintenance vendor adds the approved policy document to our word documents  
42 on their site, updates the Board Timeline Index if needed, and posts a new full Policy  
43 Manual PDF to our directory on their website. The file name of the official policy manual

THE BOARD OF TRUSTEES

1 PDF will include the date and time the file was generated. Example: Jefferson High  
2 School District Policies-20110610-1259pm.pdf

3 7. District Clerk downloads the updated PDF and posts it to the JHS website. The District  
4 Clerk moves the former versions of the official policy manual to a linked page on the site  
5 where they will be maintained for historical purposes.

6 8. If the District does not use a policy maintenance service, then the District Clerk will  
7 update the PDF file locally.

8  
9 Administrative Procedures

10  
11 The goals of written administrative procedures are:

- 12
- 13 - A clear understanding and expectation of how recurring important tasks are done
- 14 consistently and well within the district is shared among administration, staff, students,
- 15 trustees and the public, and
- 16 - Achievement of district goals is enhanced through communication and implementation of
- 17 procedures tied to goals, and
- 18 - Transitions between former and new staff are improved less time is spent "reinventing
- 19 the wheel."
- 20

21 To this end, the Superintendent shall develop and maintain administrative procedures in such a  
22 way that:

- 23
- 24 1. An electronic manual of procedures is created and maintained by the district office under
- 25 the direction of the superintendent and available in PDF format to the public upon
- 26 request.
- 27 2. Any recurring task for which it is important that the task be done consistently and in a
- 28 certain manner has a written procedure in the procedure manual.
- 29 3. A timeline index is created and maintained as part of the procedures manual.
- 30 4. Each procedure clearly identifies the need for the task, the steps involved, who is
- 31 responsible, when the task must be done, any measurements for success that are
- 32 appropriate and a reference to any corresponding district goals or policy.
- 33 5. The manual uses a style, format and numbering scheme, consistent with the District
- 34 policy manual.
- 35

36 Policy History:

37 Adopted on: August, 14 2012

38 Revised : November 2015

39  
40 Revision Note: Moved Administrative Procedure from 1312P to 1310P when 1312 was  
41 incorporated into 1310

THE BOARD OF TRUSTEES

Administrative Procedures

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

~~When a written procedure is developed, the Superintendent shall submit it to the Board as an information item. Such procedures usually need not be approved by the Board, although the Board may revise them, when it appears they are not consistent with Board intentions as expressed in its policies. On controversial matters the Superintendent shall submit proposed procedures to the Board for review prior to their adoption.~~

Policy History:

Adopted on: February 2007

Revised on:

Revoked : November 2015

Revision note: Refer to 1310.

1 Administrative Procedures

2  
3 The goals of written administrative procedures are:

- 4  
5 - A clear understanding and expectation of how recurring important tasks are don  
6 consistently and well within the district is shared among administration, staff, students,  
7 trustees and the public, and  
8 - Achievement of district goals is enhanced through communication and implementation of  
9 procedures tied to goals, and  
10 - Transitions between former and new staff are improved less time is spent "reinventing  
11 the wheel."  
12

13 To this end, the Superintendent shall develop and maintain administrative procedures in such a  
14 way that:

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19 2. Any recurring task for which it is important that the task be done consistently and in a  
20 certain manner has a written procedure in the procedure manual.  
21 3. A timeline index is created and maintained as part of the procedures manual.  
22 4. Each procedure clearly identifies the need for the task, the steps involved, who is  
23 responsible, when the task must be done, any measurements for success that are  
24 appropriate and a reference to any corresponding district goals or policy.  
25 5. The manual uses a style, format and numbering scheme, consistent with the District  
26 policy manual.  
27

28 Legal Reference:

29  
30 Policy History:

31 Adopted on: October 2013

32 Revised on:

33  
34 *Revision Note:*

THE BOARD OF TRUSTEES

1 Board Meetings

2  
3 Meetings of the Board and/or committees of the Board must be held at a duly called and legally  
4 conducted meeting. Meetings shall include the convening of a quorum of the constituent  
5 members of the Board, whether in person or by means of electronic equipment to hear, discuss, and  
6 act upon a matter over which the Board has supervision, control, jurisdiction, or authority to act.

7  
8 Regular Meetings

9  
10 Unless otherwise specified, all meetings will take place in the Jefferson High School Library. Regular  
11 meetings shall take place at ~~7:00-6:30~~ 6:30 p.m. on the third (3<sup>rd</sup>) Tuesday of each month, or at other times  
12 and places determined by a majority vote. Except for an unforeseen emergency, meetings must be held in  
13 school buildings or, upon the unanimous vote of the Trustees, in a publicly accessible building located  
14 within the District. If regular meetings are scheduled at places other than as stated above or are  
15 adjourned to times other than the regular meeting time, notice of the meeting shall be made in the same  
16 manner as provided for special meetings. The Trustees may meet outside the boundaries of the school  
17 district for collaboration or cooperation on educational issues with other school boards, educational  
18 agencies, or cooperatives. Adequate notice of the meeting as well as an agenda must be provided to the  
19 public in advance. Decision making may only occur at a properly noticed meeting held within the school  
20 district's boundaries. When a meeting date falls on a legal holiday, the meeting shall take place the next  
21 business day.

22  
23 Emergency Meetings

24  
25 In the event of an emergency involving possible personal injury or property damage, the Board may meet  
26 immediately and take official action without prior notification.

27  
28 Budget Meetings

29  
30 Between July 1 and August 10 of each year, the Clerk shall publish a notice stating the date, time, and  
31 place trustees will meet for the purpose of considering and adopting a final budget for the District, stating  
32 that the meeting of the trustees may be continued from day to day until final adoption of a District budget  
33 and that any taxpayer in the District may appear at the meeting and be heard for or against any part of the  
34 budget. This notice shall be published in the *Boulder Monitor*.

35  
36 On the date and at the time and place stated in the published notice (on or before August 20) trustees shall  
37 meet to consider all budget information and any attachments required by law. The meeting may continue  
38 from day to day; however, the Board must adopt a final budget not later than August 25.

39  
40 Special Meetings

41  
42 Special meetings may be called by the Chairman or by any two (2) trustees. A written notice of a special  
43 meeting, stating the purpose of the meeting, shall be delivered to every trustee not less than forty-eight  
44 (48) hours before the time of the meeting, except that the 48-hour notice is



1 Waived in an unforeseen emergency as stated in 20-3-322(5), MCA.

2 ~~conspicuously~~

3 Written notice also shall be sent not less than twenty-four (24) hours prior to the meeting, to each  
4 newspaper and radio or television station that has filed a written request for such notices. Business  
5 transacted at a special meeting will be limited to that stated in the notice of the meeting.  
6

7 Closed Sessions

8  
9 Under Montana law, the Board may meet in closed sessions to consider matters of individual  
10 privacy. Before closing a meeting, the presiding officer must determine that the demands of  
11 individual privacy exceed the merits of public disclosure and so state publicly before going into  
12 closed session. The Board also may go into closed session to discuss a strategy to be followed with  
13 respect to litigation, when an open meeting would have a detrimental effect on the litigating position  
14 of the District. This exception does not apply if the litigation involves only public bodies or  
15 associations as parties. Before closing a meeting for litigation purposes, the District may wish to  
16 consult legal counsel on the appropriateness of this action. No formal action shall take place during  
17 any closed session.  
18

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

32  
33 Policy History:

34 Adopted on: February 2007

35 Reviewed on:

36 Revised on: November 15, 2011

37  
38 *Note: Lines 11-14 (page 1) were added, by legislative action, allowing full boards to meet outside  
39 of their district, with other boards, for purposes of educational issues.*

40 *Note: The dates in the "Budget Meetings" section were changed based on 2011 Legislature and the  
41 addition of legal reference on line 27.*  
42  
43

44 ~~conspicuous~~

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Policy History:

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Revised on:

Revision Note:

INSTRUCTION

1 School Year Calendar and Day

2  
3 School Calendar

4  
5 Subject to §§ 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement  
6 covering the employment of affected employees, the trustees of a school district shall set the  
7 number of hours in a school term, the length of the school day, and the number of school days in  
8 a school week. When proposing to adopt changes to a previously adopted school term, school  
9 week, or school day, the trustees shall: (a) negotiate the changes with the recognized collective  
10 bargaining unit representing the employees affected by the changes; (b) solicit input from the  
11 employees affected by the changes but not represented by a collective bargaining agreement; (c)  
12 and from the people who live within the boundaries of the school district.

13  
14 Commemorative Holidays

15  
16 Teachers and students will devote a portion of the day on each commemorative holiday  
17 designated in § 20-1-306, MCA, to study and honor the commemorated person or occasion.  
18 The Board may from time to time designate a regular school day as a commemorative holiday.

19  
20 Saturday School

21  
22 Pupil instruction may be held on a Saturday at the discretion of a school district for the  
23 purpose of providing additional pupil instruction, provided that: (a) Saturday school is not a  
24 pupil instruction day and does not count toward the minimum aggregate hours of pupil  
25 instruction; and (b) student attendance is voluntary.

26  
27 School Fiscal Year

28  
29 At least the minimum number of aggregate hours must be conducted during each school fiscal  
30 year. The minimum aggregate hours required by grade are:

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

35  
36 In addition, seven (7) pupil instruction-related days may be scheduled for the following purposes:

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

INSTRUCTION

2100

~~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
	<del>ARM 10.55.714</del>	<del>Professional Development</del>
	ARM 10.55.906	High School Credit

Policy History:

Adopted on: February 2007

Reviewed on:

Revised on: April 15, 2008, November 15, 2011, ~~September 2015~~

*Note: Revisions included lines 12-16, lines 27-30(change from days to aggregate hours), and a better clarification of lines 34-37.*

*Note: Revisions included the addition of "Saturday School" and the legal reference of 20—303, MCA.*

~~September 2015 revisions include the addition of the following establishing with option to establish an annual plan and approval of annual plan.~~

INSTRUCTION

Objectives

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36

Continuous Progress Education

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

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

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

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

Policy History:

Adopted on: February 2007  
Revised on: February 15, 2011



INSTRUCTION

2120

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13

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

Policy History:

Adopted on: February 2007

Revised on: September 2015

September 2015 revision notes: The revised policy to match language in current Montana accreditation standards.

1 Entrance, Placement, and Transfer

2  
3 Entrance, Date, and Age

4  
5 The District requires proof of identity and an immunization record for every child to be admitted  
6 to District schools. The trustees may at their discretion assign and admit a child to a school in  
7 the district who is under 6 years of age or an adult who is 19 years of age or older if there are  
8 exceptional circumstances that merit waiving the age provision.

9  
10 School Entrance

- 11  
12 1. The District requires that a student's parents, legal guardian, or legal custodian present  
13 proof of identity of the child to the school within forty (40) days of enrollment, as well  
14 as proof of residence in the District. Students who are not residents of the District may  
15 apply for admission pursuant to Policy 3141. Homeless students shall be admitted  
16 pursuant to state and federal law, and Policy 3125.
- 17  
18 2. To be admitted to the District school, in accordance with the Montana Immunization  
19 Law, a child must have been immunized against varicella, diphtheria, pertussis, tetanus,  
20 poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents  
21 approved by the department. (except that pertussis vaccination is not required for  
22 children seven (7) years or older). Immunizations may not be required if a child qualifies  
23 for conditional attendance or an exemption is filed as provided by Montana law.

24  
25 Placement

26  
27 The District goal is to place students at levels and in settings that will increase the probability of  
28 student success. Developmental testing, together with other relevant criteria including, but not  
29 limited to, health, maturity, emotional stability, and developmental disabilities, may be  
30 considered in the placement of all students. Final disposition of all placement decisions rests  
31 with the principal, subject to review by the Superintendent or the Board.

32  
33 Transfer

34  
35 District policies regulating the enrollment of students from other accredited elementary and  
36 secondary schools are designed to protect the educational welfare of children.

37  
38 Secondary Grades (9-12) Credit Transfer: A transfer of credits from any secondary school is  
39 subject to a satisfactory examination of the following:

- 40  
41 1. Appropriate certificates of school accreditation;

42  
43 ~~1. For the purposes of this section "proof of identity" means a certified copy of a birth certificate,~~  
44 ~~a certified transcript or similar student records from the previous school, or any documentary~~

~~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~~



~~evidence that a school district considers to be satisfactory proof of identity. 44-2-511(6)(a) MCA~~

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

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

Legal Reference:	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-404, MCA	Conditional attendance
	§ 20-5-405, MCA	Medical or religious exemption
	§ 20-5-406, MCA	Immunization record
	§ 44-2-511, MCA	School enrollment procedure
	10.55.601 et seq., ARM	Accreditation Standards: Procedures

Policy History:

Adopted on: February 2007

Revised on: April 15, 2008

Revised on: September 2015

*Note: The revisions included the age range acceptance in lines 7-8 Page 1 as well as the footnote defining “proof of identity”.*

*Sep. 2015 revisions include addition of varicella and clarification of immunization manner as per 2015 Montana Legislature.*

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 Enrollment and Attendance Records

2  
3 Average Number Belonging

4  
5 Average Number Belonging (ANB) is the enrollment measure used for the State Foundation  
6 Program calculations as defined in § 20-9-311, MCA. The ANB of one year is based on the  
7 attendance records of the preceding year. Funding for districts is based on ANB, which is based  
8 on "aggregate hours" per year and must be accurate. "Aggregate hours" means the hours of  
9 pupil instruction for which a school course or program is offered or for which a pupil is enrolled.

10  
11 For a child to be counted for ANB purposes:

- 12  
13 a) The child must meet the definition of pupil as found in § 20-1-101(11), MCA;  
14  
15 b) Attending 181 to 359 aggregate hours = One-quarter time enrollment  
16  
17 c) Attending 360 to 539 aggregate hours = One-half time enrollment  
18  
19 d) Attending 540 to 719 aggregate hours = Three-quarter time enrollment  
20  
21 e) Attending 720 aggregate hours or more = Full-time enrollment  
22

23 Enrollment in a program for fewer than 180 aggregate hours of pupil instruction per school year  
24 may not be included for ANB purposes unless the pupil has demonstrated proficiency in the  
25 content ordinarily covered by the instruction as determined by the school board using district  
26 assessments. The ANB must be converted to an hourly equivalent based on the hours of  
27 instruction ordinarily provided for the content over which the student has demonstrated  
28 proficiency. 20-9-311(4)(d).  
29

30 Homebound Students

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

- 34  
35 a) Is enrolled and is currently receiving organized and supervised pupil instruction;  
36  
37 b) Is in a home or facility which does not offer a regular educational program; and  
38  
39 c) Has instructional costs during the absence, which are financed by the District's general  
40 fund.  
41

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

STUDENTS

1 Attendance Accounting

2  
3 Days present and absent for every student are to be recorded in each building, for the purpose of  
4 informing parents of a student's attendance record.

5  
6 On the first (1st) Monday in October, ~~first Monday in December~~ and on February 1st (or the next  
7 school day if those dates do not fall on a school day), the number of all enrolled students  
8 (whether present or absent) by grade level and class will be recorded on the forms provided by  
9 the District Special education children who are enrolled in special programs sixteen (16) hours or  
10 more a week will be listed separately. The Director of Special Education should be contacted to  
11 verify this count. Monthly student counts of enrolled children by grade and classroom will be  
12 provided by the office.

13  
14 Legal Reference: 10.20.102, ARM Calculation of Average Number Belonging (ANB)  
15 § 20-1-101, MCA Definitions

16  
17 Procedure History:

18 Promulgated on: February 2007

19 Revised on: July 2013

20 Revised: September 2015

21  
22 *Note: The revision allows the District to count a student for ANB if they attend less than 180*  
23 *aggregated hours. The revision also requires a third (3rd) ANB count in December.*

24 *Sept. 2015 Revision removes the December count date as per 2015 Montana Legislature*

STUDENTS

1 Students of Legal Age

2  
3 Every student eighteen (18) years of age or older will be deemed to be an adult and will have  
4 legal capacity to act as such. Such students, like all other students, will comply with the rules  
5 established by the District, pursue the prescribed course of study, and submit to the authority of  
6 teachers and other staff members as required by policy and state law.

7  
8 Admission to School

9  
10 The residence of an adult student who is not residing with a parent or guardian will be  
11 considered the residence for school purposes.

12  
13 Field Trips/Athletic Programs

14  
15 Approved forms for participation will be required of all students. The form should indicate that  
16 the signature is that of the parent or the adult student. Sponsors or coaches will be required to  
17 confirm the ages of those students signing their own forms.

18  
19 Absence/Lateness/Truancy

20  
21 Absence notes, normally signed by parents or guardians, may be signed by adult students.  
22 Excessive absences will result in consequences according to policy 3122P and will be reported  
23 on the report card.

24  
25 Suspension/Expulsion

26  
27 All suspension and/or expulsion proceedings will conform to the requirements of state statutes.  
28 Notification of all such proceedings will be sent to parents or guardians. Adult students,  
29 however, are permitted to represent themselves if they so choose.

30  
31 Withdrawal from School

32  
33 Adult students may withdraw from school under their own cognizance. Counselors will guide  
34 and counsel potential dropouts and encourage their continued attendance. Parents will be  
35 notified of impending dropouts by the school.

36  
37 Permission to Inspect Student Records

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Report Cards

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

Excuses from School

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

Financial Responsibility

Students of legal age can be held financially responsible for damage to school property.

Policy History:

Adopted on: February 2007

Revised on: September 2015

September 2015 is a revision of the original policy adopted in February 2007.

## STUDENTS

Page 1 of 3

Bullying/Harassment/Intimidation/Hazing

The Board will strive to provide a positive and productive learning and working environment. Bullying, harassment, intimidation, or hazing, by students, staff, or third parties, is strictly prohibited and shall not be tolerated. ~~This includes bullying, harassment, or intimidation via electronic communication devices ("cyberbullying").~~

Definitions

1. "Third parties" include but are not limited to coaches, school volunteers, parents, school visitors, service contractors or others engaged in District business, such as employees of businesses or organizations participating in cooperative work programs with the District, and others not directly subject to District control at inter-district and intra-District athletic competitions or other school events.

2. "District" includes District facilities, District premises, and non-District property if the student or employee is at any District-sponsored, District-approved, or District-related activity or function, such as field trips or athletic events, where students are under the control of the District or where the employee is engaged in District business.

3. "Hazing" includes but is not limited to any act that recklessly or intentionally endangers the mental or physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in or affiliation with any District-sponsored activity or grade-level attainment, including but not limited to forced consumption of any drink, alcoholic beverage, drug, or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation, or any other forced activity that could adversely affect the mental or physical health or safety of a student; requires, encourages, authorizes, or permits another to be subject to wearing or carrying any obscene or physically burdensome article, assignment of pranks to be performed, or other such activities intended to degrade or humiliate.

4. ~~"Harassment, intimidation, or bullying" means any act~~ "Bullying" means any harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication ("cyberbullying") or threat directed against a student that is persistent, severe, or repeated, and that substantially interferes with a student's educational benefits, opportunities, or performance, that takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation, at any official school bus stop, or anywhere conduct may reasonably be considered to be a threat or an attempted intimidation of a student or staff member or an interference with school purposes or an educational function, and that has the effect of:

- a. Physically harming a student or damaging a student's property;
- b. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property.
- c. Creating a hostile educational environment.

STUDENTS

1 d. Substantially and materially disrupts the orderly operation of a school.

2  
3  
4  
5 5. "Electronic communication device" means any mode of electronic communication,  
6 including, but not limited to, computers, cell phones, PDAs, or the internet.

7  
8 Reporting

9  
10 All complaints about behavior that may violate this policy shall be promptly investigated. Any  
11 student, employee, or third party who has knowledge of conduct in violation of this policy or  
12 feels he/she has been a victim of hazing, harassment, intimidation, or bullying in violation of this  
13 policy is encouraged to immediately report his/her concerns to the building principal or the  
14 District Administrator, who have overall responsibility for such investigations. A student may  
15 also report concerns to a teacher or counselor, who will be responsible for notifying the  
16 appropriate District official. Complaints against the building principal shall be filed with the  
17 Superintendent. Complaints against the Superintendent or District Administrator shall be filed  
18 with the Board.

19  
20 The complainant shall be notified of the findings of the investigation and, as appropriate, that  
21 remedial action has been taken. As part of the investigation, the guidance counselor will meet  
22 with the victim to make sure he/she is comfortable with the resolution of the problem

23  
24 Exhaustion of administrative remedies

25  
26 A person alleging violation of any form of harassment, intimidation, hazing, or threatening,  
27 insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or  
28 electronic communication, as stated above, may seek redress under any available law, either civil  
29 or criminal, after exhausting all administrative remedies.

30  
31  
32 Responsibilities

33  
34 The District Administrator shall be responsible for ensuring notice of this policy is provided to  
35 students, staff, and third parties and for the development of administrative regulations, including  
36 reporting and investigative procedures, as needed.

37  
38 Consequences

39  
40 Students whose behavior is found to be in violation of this policy will be subject to discipline up  
41 to and including expulsion. Staff whose behavior is found to be in violation of this policy will be  
42 subject to discipline up to and including dismissal. Third parties whose behavior is found to be  
43 in violation of this policy shall be subject to appropriate sanctions as determined and imposed by

STUDENTS

1 the District Administrator or the Board. Individuals may also be referred to law enforcement  
2 officials.

3  
4 Retaliation and Reprisal

5  
6 Retaliation is prohibited against any person who reports or is thought to have reported a  
7 violation, files a complaint, or otherwise participates in an investigation or inquiry. Such  
8 retaliation shall be considered a serious violation of Board policy, whether or not a complaint is  
9 substantiated. False charges shall also be regarded as a serious offense and will result in  
10 disciplinary action or other appropriate sanctions.

11  
12 Cross Reference: 3225F Harassment Reporting Form for Students

13 Legal Reference: 10.55.701(1)(g), ARM Board of Trustees

14 10.55.801(1)(d), ARM School Climate

15  
16 Policy History:

17 Adopted on: February 2007

18 Revised on: April 21, 2009; June 2012, September 2015

19  
20 *Note: The revisions included the addition of lines 5-6 and #5 of page 1.*

21 *June 2012 revision added page 2 line 8 thru 10 last sentence.*

22 *Sept. 2015 revision clarifies "Bullying" and adds ~~section~~ section on Exhaustion of administrative*  
23 *remedies.*



STUDENTS

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1 Suspension and Expulsion

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14 • "Suspension" means the exclusion of a student from attending individual classes or school and

15 participating in school activities for an initial period not to exceed ten (10) school days. An

16 administrator may order suspension of a student.

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48 • "Expulsion" is any removal of a \_\_\_\_\_ 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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The trustees shall annually, at the regularly scheduled June meeting, review policy and policy as determined necessary by the trustees based on changing circumstances pertaining to school safety

Legal Reference:

20 U.S.C. 1400, et seq	Individuals with Disabilities Education Act
34 CFR 300.519-521	Procedural Safeguards
§ 20-4-302, 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
<i>Goss v. Lopez</i> , 419 US 565 (1975)	

Policy History:

Adoption on: February 2007  
Revised on: July 2013

Note: Revisions included lines 9-14, 19-24 and 29-31.

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COMMITTEE NOTE: REVIEW THE TIMELINE ENTRY FOR THIS

## STUDENTS

3300P

Page 1 of 2

Corrective Actions and Punishment

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

Suspension

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

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

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

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

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

Specific discipline measures, regarding make-up work, for students who are suspended from any class or from school entirely can be found in the student handbook.

Expulsion

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

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

Within the limitation that a hearing must be conducted during a period of student suspension, a hearing to consider expulsion may be rescheduled when a parent or legal guardian submits a request showing good cause to the Superintendent at least two (2) school days before a hearing

STUDENTS

1 date as originally scheduled. The Superintendent will determine if a request shows good cause to  
2 reschedule a hearing.

3  
4 At hearing the student may be represented by counsel, present witnesses and other evidence, and  
5 cross-examine witnesses. The Board is not bound by formal rules of evidence in conducting the  
6 hearing.

7  
8 Procedures for Suspension and Expulsion of Students with Disabilities

9  
10 The District will comply with provisions of the Individuals with Disabilities Education Act  
11 (IDEA) when disciplining students. The Board will not expel any special education student  
12 when a student's particular act of gross disobedience or misconduct is a manifestation of a  
13 student's disability. The Board may expel pursuant to its expulsion procedures any special  
14 education student whose gross disobedience or misconduct is not a manifestation of a student's  
15 disability. A disabled student will continue to receive education services as provided in the  
16 IDEA during a period of expulsion.

17  
18 The building administrator may suspend a child with a disability from the child's current  
19 placement for not more than ten (10) consecutive school days for any violation of school rules,  
20 and additional removals of not more than ten (10) consecutive schools days in that same school  
21 year for separate incidents of misconduct, as long as those removals do not constitute a change of  
22 placement under 34 CFR 300.519(b), whether or not a student's gross disobedience or  
23 misconduct is a manifestation of a student's disabling condition. Any special education student  
24 who has exceeded or who will exceed ten (10) days of suspension may temporarily be excluded  
25 from school by court order or by order of a hearing officer, if the District demonstrates that  
26 maintaining a student in a student's current placement is substantially likely to result in injury to  
27 a student or to others. After a child with a disability has been removed from his or her placement  
28 for more than ten (10) school days in the same school year, during any subsequent days of  
29 removal the public agency must provide services to the extent required under 34 CF 300.121(d).

30  
31 An administrator may remove from current placement any special education student who has  
32 carried a weapon to school or to a school function or who knowingly possesses or uses illegal  
33 drugs or sells or solicits the sale of a controlled substance while at school or a school function.  
34 The District will place such student in an appropriate interim alternative educational setting for  
35 no more than forty-five (45) school days in accordance with the IDEA.

36  
37 Procedure History:

38 Promulgated on: February 2007  
39 Revised on: November 20, 2007

## STUDENTS

3310  
Page 1 of 4Student Discipline

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

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

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

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

## STUDENTS

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Page 2 of 4

- 1
- 2 • On, or within sight of, school grounds before, during, or after school hours or at any other
- 3 time when school is being used by a school group.
- 4 • Off school grounds at a school-sponsored activity or event or any activity or event that
- 5 bears a reasonable relationship to school.
- 6 • Travel to and from school or a school activity, function, or event.
- 7 • Anywhere conduct may reasonably be considered to be a threat or an attempted
- 8 intimidation of a staff member or an interference with school purposes or an educational
- 9 function.

10

11

12 Disciplinary Measures

13

14 Disciplinary measures include but are not limited to:

- 15
- 16 • Expulsion
- 17 • Suspension from class
- 18 • In-School Suspension
- 19 • Clean-up duty
- 20 • Loss of student privileges
- 21 • Loss of bus privileges
- 22 • Notification to juvenile authorities and/or police
- 23 • Restitution for damages to school property
- 24
- 25

26 No District employee or person engaged by the District may inflict or cause to be inflicted

27 corporal punishment on a student. Corporal punishment does not include reasonable force

28 District personnel are permitted to use as needed to maintain safety for other students, school

29 personnel, or other persons or for the purpose of self-defense.

30

31 Gun-Free Schools

32

33 The Board will expel any student who uses, possesses, controls, or transfers a firearm or any

34 object that can reasonably be considered or looks like a firearm at any setting that is under the

35 control and supervision of the District, for a definite period of time of at least one (1) calendar

36 year, except that the trustees may authorize the school administration to modify the requirement

37 for expulsion of a student on a case-by-case basis. The Board may modify an expulsion period

38 on a case-by-case basis. Any modification from the one-(1)-year mandatory expulsion must be in

39 writing. A building administrator will notify the criminal justice or juvenile delinquency system

40 of any student who brings a firearm to school.

41

42 When a student violating this gun-free policy is identified as disabled, either under the IDEA or

43 Section 504 of the Rehabilitation Act of 1973, a building administrator must determine whether a

STUDENTS

1 student's conduct is related to disability. If a violation of policy is owing to a disability  
2 recognized by the IDEA or Section 504, lawful procedures for changes in placement must be  
3 followed.

4  
5 The Board will grant a hearing for any student subject to an expulsion in accordance with § 20-5-  
6 202, MCA, and Policy 3300.

7 Possession of a Weapon in a School Building

8  
9 The District will refer to law enforcement for immediate prosecution any person who possesses,  
10 carries, or stores a weapon in a school building, except as provided below, and the District may  
11 take disciplinary action as well in the case of a student. In addition the District will refer for  
12 possible prosecution a parent or guardian of any minor violating this policy on grounds of  
13 allowing a minor to possess, carry, or store a weapon in a school building.

14  
15 For the purposes of this section only, "school building" means all buildings owned or leased by a  
16 local school district that are used for instruction or for student activities; "weapon" means any  
17 object, device, or instrument designed as a weapon or through its use is capable of threatening or  
18 producing bodily harm or which may be used to inflict self-injury, including but not limited to  
19 any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; fake (facsimile)  
20 weapons; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives;  
21 fireworks; mace or other propellants; stun guns; ammunition; poisons; chains; arrows; and  
22 objects that have been modified to serve as a weapon.

23  
24 No person shall possess, use, or distribute any object, device, or instrument having the  
25 appearance of a weapon, and such objects, devices, or instruments shall be treated as weapons,  
26 including but not limited to weapons listed above which are broken or non-functional, look-alike  
27 guns; toy guns; and any object that is a facsimile of a real weapon.

28  
29 No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts,  
30 combs, pencils, files, scissors, etc.) to inflict bodily harm and/or intimidate, and such use will be  
31 treated as the possession and use of a weapon.

32  
33 The Board may grant persons and entities advance permission to possess, carry, or store a  
34 weapon in a school building. All persons who wish to possess, carry, or store a weapon in a  
35 school building must request permission of the Board at a regular meeting. The Board has sole  
36 discretion in deciding whether to allow a person to possess, carry, or store a weapon in a school  
37 building.

38  
39 This policy does not apply to on-duty law enforcement personnel.

40  
41 Delegation of Authority

42  
43 The Board grants authority to any teacher and to any other school personnel to impose on  
44 students under their charge any disciplinary measure, other than suspension or expulsion,



STUDENTS

1 corporal punishment, or in-school suspension, that is appropriate and in accordance with policies  
2 and rules on student discipline. The Board authorizes teachers to remove students from  
3 classrooms for disruptive behavior.

4  
5 Cross Reference: 3300 Corrective Actions and Punishment  
6 3226 Bullying, Harassment  
7 5015 Bullying, Harassment  
8

9 Legal Reference:

10 § 20-4-302, MCA Discipline and punishment of pupils  
11 § 16-11-302(1)(7), MCA Definitions  
12 definition of corporal punishment – penalty– defense  
13 § 20-5-202, MCA Suspension and expulsion  
14 § 45-8-361, MCA Possession or allowing possession of  
15 weapon in school building – exceptions –  
16 penalties – seizure and forfeiture or return  
17 authorized – definitions  
18 § 45-5-637, MCA Possession or consumption of tobacco products, alternative  
19 nicotine products, or vapor products by persons under 18  
20 years of age is prohibited – unlawful attempt to purchase  
21 - penalties  
22 20 U.S.C. § 8921, et seq. Gun Free Schools Act of 1994  
23 29 U.S.C. § 701 Rehabilitation Act of 1973  
24

25 Policy History:

26 Adopted on: February 2007

27 Revised on: January 20, 2009, February 15, 2011, September 2015

28  
29 Revision Note: September 2015 Clarifies e-Cigarette as alternative nicotine product and  
30 references MCA, Legal References updated.

STUDENTS

1 Student Health/Physical Screenings/Examinations

2  
3 The Board may arrange each year for health services to be provided to all students. Such  
4 services may include but not be limited to:

- 5  
6 1. Development of procedures at each building for isolation and temporary care of students  
7 who become ill during the school day;  
8  
9 2. Consulting services of a qualified specialist for staff, students, and parents;  
10  
11 3. Vision and hearing screening;  
12  
13 4. Scoliosis screening;  
14  
15 5. Immunization as provided by the Department of Public Health and Human Services.  
16

17 Parents/guardians will receive written notice of any screening result which indicates a condition  
18 that might interfere or tend to interfere with a student's progress.  
19

20 In general the District will not conduct physical examinations of a student without parental  
21 consent to do so or by court order, unless the health or safety of the student or others is in  
22 question. Further, parents will be notified of the specific or approximate dates during the school  
23 year ~~when any non-emergency, invasive physical examination or when~~ screening administered  
24 by the District is conducted, which is:

- 25  
26 1. Required as a condition of attendance.  
27  
28 2. Administered by the school and scheduled by the school in advance.  
29  
30 3. Not necessary to protect the immediate health and safety of the student or other students.  
31

32 Parents or eligible students will be given the opportunity to opt out of the above-described ~~non-~~  
33 ~~emergency, invasive physical examination or~~ screenings.  
34

35 ~~As used in this policy, the term "invasive physical examination" means any medical examination~~  
36 ~~involving exposure of private body parts or any act during such examination that includes~~  
37 ~~incision, insertion, or injection into the body, but this does not include a hearing, vision, or~~  
38 ~~scoliosis screening.~~  
39

40 Students who wish to participate in certain extracurricular activities may be required to submit to  
41 a physical examination to verify their ability to participate in the activity. Students participating  
42 in activities governed by the Montana High School Association will be required to follow the  
43  
44  
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STUDENTS

1 rules of that organization, as well as other applicable District policies, rules, and regulations.

2  
3 All parents will be notified of requirements of the District's policy on physical examinations and  
4 screening of students, at least annually at the beginning of the school year and within a  
5 reasonable period of time after any substantive change in the policy.  
6

7  
8  
9 Legal Reference:       § 20-3-324(20), MCA           Powers and duties  
10                           20 U.S.C. 1232h(b)           General Education Provisions Act  
11

12 Policy History:

13 Adopted on: February 2007

14 Revised on: [October 2015](#)

15  
16 [October 2015 revision note: removed references to non-emergency invasive physical](#)  
17 [examination](#)

STUDENTS

Student Immunization

The Board requires all students to present evidence of their having been immunized against the following diseases: varicella, diphtheria, pertussis (whooping cough), poliomyelitis, measles (rubeola), mumps, rubella, and tetanus in the manner and with immunizing agents approved by the department. ~~Pertussis immunization is not required for students who are seven (7) years or older.~~ Haemophilus influenza type "b" immunization is required for students under age five (5).

Upon initial enrollment, an immunization status form shall be completed by the student's parent or guardian. The certificate shall be made a part of the student's permanent record.

A student who transfers into the District may photocopy immunization records in the possession of the school of origin. The District will accept the photocopy as evidence of immunization. Within thirty (30) days after a transferring student ceases attendance at the school of origin, the school shall retain a certified copy for the permanent record and send the original immunization records for the student to the school district to which the student transfers. Exemptions from one or more vaccines shall be granted for medical reasons upon certification by a physician indicating the specific nature and probable duration of the medical condition for not administering the vaccine(s). Exemptions for religious reasons must be filed annually. The statement for an exemption shall be maintained as part of the student's immunization record. The permanent file of students with exemptions shall be marked for easy identification, should the Department of Public Health and Human Services order that exempted students be excluded from school temporarily when the risk of contracting or transmitting a disease exists. Exclusion shall not exceed thirty (30) calendar days.

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

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

Legal Reference:	§ 20-3-324(20), MCA	Powers and duties
	§ 20-5-402 - 410, MCA	Health
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-405, MCA	Medical or religious exemption

Policy History:

Adopted on: February 2007

Revised on: September 2015

Revision Note: Sept. 2015 Revision updates with 2015 Montana Legislative Session

STUDENTS

1 Emergency Treatment

2  
3 The Board recognizes that schools are responsible for providing first aid or emergency treatment  
4 to a student in case of sudden illness or injury; however, further medical attention is the  
5 responsibility of a parent or guardian.

6  
7 The District requires that every parent or guardian provide a telephone number where a parent or  
8 designee of a parent may be reached in case of an emergency.

9  
10 When a student is injured, staff will provide immediate care and attention until relieved by a  
11 superior, a nurse, or a doctor. The District will employ its normal procedures to address medical  
12 emergencies without regard to the existence of a do not resuscitate (DNR) request, ~~as such DNR~~  
13 ~~requests do not apply to school-based programming or eventualities attendant thereto.~~ A  
14 principal or designated staff member will ~~immediately~~ call a parent or parental designee so that  
15 the parent may arrange for care or treatment of an injured student.

16  
17 When a student develops symptoms of illness while at school, a responsible school official will  
18 do the following:

19  
20 ~~Immediately~~ isolate the student from other children to a room or area segregated for that  
21 purpose;

22  
23 Inform a parent or guardian as soon as possible about the illness and request a parent or  
24 guardian to pick up the child; and

25  
26 Report each case of suspected communicable disease the same day by telephone to a  
27 local health authority or as soon as possible thereafter if a health authority cannot be  
28 reached the same day.

29  
30 When a parent or guardian cannot be reached, and it is the judgment of a principal or other  
31 person in charge that immediate medical attention is required, an injured student may be taken  
32 directly to a hospital ~~and treated by a physician on call.~~ Once located, a parent or a guardian is  
33 responsible for continuing treatment or for making other arrangements.

34  
35  
36  
37 Legal Reference: ARM 37.111.825 Health Supervision and Maintenance

38  
39 Policy History:

40 Adopted on: February 2007

41 Revised on:

STUDENTS

3510

1 School-Sponsored Student Activities

2  
3 1. Student Organizations:

- 4  
5 a. All student organizations must be approved by the administration. Secret or  
6 clandestine organizations or groups will not be permitted.  
7 b. Bylaws and rules of student organizations must not be contrary to Board policy or  
8 to administrative rules and regulations.  
9 c. Procedures in student organizations must follow generally accepted democratic  
10 practices in the acceptance of members and nomination and election of officers.  
11

12 2. Social Events

- 13  
14 a. Social events must have prior approval of the administration.  
15 b. Social events must be held in school facilities unless approved by the Board.  
16 c. Social events must be chaperoned at all times.  
17 d. Attendance at high school social events and dances shall be limited to high school  
18 students unless prior permission is received from the principal.  
19

20 3. Extracurricular Activities

- 21  
22 a. Academic and behavior eligibility rules are established by MHSAA rules and  
23 District policy.  
24 b. Any student convicted of a criminal offense may, at the discretion of school  
25 officials, become ineligible for such a period of time as the school officials may  
26 decide.  
27 c. In establishing an interscholastic program, the Board directs the administration to:  
28 i. Open all sports to all students enrolled in the District, with an equal  
29 opportunity for participation.  
30 ii. Recommend sports activities based on interest inventories completed by  
31 the students.  
32

33 Cross Reference: [Policy 3233](#)

34  
35  
36  
37 Policy History:

38 Adopted on: February 2007

39 Revised on: [October 2015](#)

40  
41 [October 2015 Revision Note: Added cross-reference to policy 3233](#)

COMMUNITY RELATIONS

Conduct on School Property

In addition to prohibitions stated in other District policies, no person on school property shall:

1. Injure or threaten to injure another person;
2. Damage another's property or that of the District;
3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
4. Smoke or otherwise use tobacco or nicotine products, including ~~e-cigarettes~~ alternative nicotine and vapor products as defined in 16-11-302, MCA, or other similar products;
5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or possess weapons (as defined in Policy 3311) at any time;
6. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity occurring on school property;
7. Enter upon any portion of school premises at any time for purposes other than those which are lawful and authorized by the Board; or
8. Willfully violate other District rules and regulations.

"School property" means within school buildings, in vehicles used for school purposes, or on owned or leased school grounds. District administrators will take appropriate action as circumstances warrant.

Cross Reference: Policy 3311 Firearms and Weapons

Legal Reference: Pro-Children Act of 1994, 20 U.S.C. § 6081  
Smoke Free School Act of 1994  
16-11-302, MCA Definitions  
§ 20-1-220, MCA Use of tobacco product in public school building or property prohibited  
§ 20-5-410, MCA Civil penalty

Policy History:

Adopted on: February 2007

Revised on: September 2015

Jefferson High School District #1

COMMUNITY RELATIONS

4332

Page 2 of 2

- 1 *Note: Revision included the insertion of the word "nicotine" in #4 and the change of policy in*
- 2 *the Cross Reference.*
- 3 *Sept. 2015 Revision adds definitions as per 16-11-302 MCA*



Jefferson High School District #1

PERSONNEL

5210

Assignments, Reassignments, Transfers

The Superintendent may assign, reassign, and/or transfer positions and duties of all staff. Teachers will be assigned at the levels and in the subjects for which ~~their certificates they are licensed and endorsed~~ or for which they are enrolled in an internship as defined in ARM 10.55.602 and meet the requirements of ARM 10.55.607. The Superintendent will provide for a system of assignment, reassignment, and transfer of classified staff, including voluntary transfers and promotions. Nothing in this policy prevents reassignment of a staff member during a school year.

Classified Staff

The District retains the right of assignment, reassignment, and transfer. Written notice of reassignment or involuntary transfer will be given to the employee. The staff member will be given opportunity to discuss the proposed transfer or reassignment with the Superintendent.

Teaching

Notice of their teaching assignments relative to grade level, building, and subject area will be given to teachers before the beginning of the school year. All District employees assigned extracurricular activities as a contract obligation must honor this obligation as a condition of employment unless released from this responsibility by the Board.

Provisions governing vacancies, promotions, and voluntary or involuntary transfers may be found in negotiated agreements or employee handbooks.

- Legal Reference [Bonner School District No. 14 v. Bonner Education Association, MEA-MFT, NEA, AFT, AFL-CIO, \(2008\) 2008 MT 9](#)
- [SS 20-4-402, MCA Duties of District Superintendent or County High School Principal](#)
- [ARM 10.55.602 Definition of Internship](#)
- [ARM 10.55.607 Internships](#)

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Policy History:

Adopted on: February 2007

Revised on: [October 2015](#)

[October 2015 revision note: added information regarding internships for teachers](#)

ADMINISTRATION

6310

1 Internships

2

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

8

9

10

11 Policy History:

12 Adopted on: February 2007

13 Revised on:

1 District Safety

2  
3 For purpose of this policy, “disaster means the occurrence or imminent threat of damage, injury,  
4 or loss of life or property”.

5  
6 The Board recognizes that safety and health standards should be incorporated into all aspects of  
7 the operation of the District. Rules for safety and prevention of accidents will be posted in  
8 compliance with Montana Safety Culture Act and the Montana Safety Act. Injuries and  
9 accidents will be reported to the District office.

10  
11 The board of trustees has identified the following local hazards that exists within the boundaries  
12 of its school district: [Fire, Earthquake, Avalanche, High Winds, Tornadoes, Intruders, Firearms,  
13 etc.]

14  
15 ~~Prior to July 1, 2014~~ The Superintendent building principal shall design and incorporate drills in  
16 its school safety or emergency operations plan to address the above stated hazards. The trustees  
17 will certify to the office of public instruction ~~on or before July 1, 2014~~ that a school safety or  
18 emergency operations plan has been adopted. This plan and procedures will be discussed and  
19 distributed to each teacher at the beginning of each school year. There will be at least eight (8)  
20 disaster drills a year in a school. All teachers will discuss safety drill procedures with their class  
21 at the beginning of each year and will have them posted in a conspicuous place next to the exit  
22 door. The drills must be held at different hours of the day or evening to avoid distinction  
23 between drills and actual disasters. A record will be kept of all fire drills.

24  
25 The trustees shall review the school safety or emergency operations plan ~~periodically~~ at its  
26 regular June meeting and update the plan as determined necessary by the trustees based on  
27 changing circumstances pertaining to school safety. Once the trustees have made the  
28 certification to the Office of Public Instruction, the trustees may transfer funds pursuant to  
29 Section 2, 20-1-401, MCA to make improvements to school safety and security.

30  
31 The Superintendent will develop safety and health standards which comply with the Montana  
32 Safety Culture Act.

33  
34

35 Legal Reference:	§20-1-401, MCA	Disaster drills to be conducted regularly – districts to identify disaster risks and adopt school safety plan
	§ 20-1-402, MCA	Number of disaster drills required – time of drills to vary
	§§ 39-71-1501, et seq., MCA	Montana Safety Culture Act
	§§ 50-71-311, MCA	Montana Safety Act

36  
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42  
43  
44

1 Policy History:

2 Adopted on: February 2007

3 Revised on: July 2013, Sept 2015

4 Revision Note: September revision adds "emergency operations" language, added Board  
5 review in June.

6

7 Timeline Index entry: June to review plan

INSTRUCTION

1 Family Engagement Policy

2  
3 The Jefferson High School Board of Trustees believes that engaging parents/families in the  
4 education process is essential to improved academic success for students. The Board recognizes  
5 that a student's education is a responsibility shared by the district, parents, families and other  
6 members of the community during the entire time a student attends school. The Board believes  
7 that the district must create an environment that is conducive to learning and that strong,  
8 comprehensive parent/family involvement is an important component. Parent/Family  
9 involvement in education requires a cooperative effort with roles for the Office of Public  
10 Instruction (OPI), the district, parents/families and the community.

11  
12 Parent/Family Involvement Goals and Plan

13  
14 The Board of Trustees recognizes the importance of eliminating barriers that impede  
15 parent/family involvement, thereby facilitating an environment that encourages collaboration  
16 with parents, families and other members of the community. Therefore, the district will develop  
17 and implement a plan to facilitate parent/family involvement that shall include the following six  
18 (6) goals:

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

35  
36  
37 The district's plan for meeting these goals ~~is to~~ will:

- 38  
39 1. Provide activities that will educate parents regarding the intellectual and developmental  
40 needs of their children at all age levels. This will include promoting cooperation between  
41 the district and other agencies or school/community groups (such as parent-teacher  
42 groups, Head Start, etc.) to furnish learning opportunities and disseminate information  
43 regarding parenting skills and child/adolescent development.
- 44 2. Implement strategies to involve parents/families in the educational process, including:

INSTRUCTION

- 1 • Keeping parents/families informed of opportunities for involvement and encouraging
- 2 participation in various programs.
- 3 • Providing access to educational resources for parents/families to use together with
- 4 their children.
- 5 • Keeping parents/families informed of the objectives of district educational programs
- 6 as well as of their child's participation and progress within these programs.
- 7 3. Enable families to participate in the education of their children through a variety of roles.
- 8 For example, parents/family members should be given opportunities to provide input into
- 9 district policies and volunteer time within the classrooms and school programs.
- 10 4. Provide professional development opportunities for teachers and staff to enhance their
- 11 understanding of effective parent/family involvement strategies.
- 12 5. Perform regular evaluations of parent/family involvement ~~at each school and at the~~
- 13 ~~district level.~~
- 14 6. Provide access, upon request, to any instructional material used as part of the educational
- 15 curriculum.
- 16 7. If practical, provide information in a language understandable to parents.
- 17 8. Other options as Administration determines.
- 18

The board will review the plan and progress at the regular June board meeting.

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Legal Reference:

Policy History:

Adopted on: November 2015

Revised on:

Timeline Index: June

*Revision Note:*



From the desk of:



---

October 2015

Since September the items occupying my time are:

**Finishing up New Hires:**

Paperwork completion – Contracts, software system entry, insurances, retirement system entries, backgrounds, certificates registered, banking information, etc.

**Terms of Employment Report for OPI:**

Finished

**General Office:**

The 3<sup>rd</sup> period aide is catching up on the scanning of agendas, minutes, and packets for the website. If Mr. Smith doesn't have the time to upload them, he'll teach Maddi how to do it so that the project can be completed as soon as possible.

I'm still working with the county on cleaning up balancing. It seems that when they have time, I don't and vice versa. Never fear – it WILL get done.

When you receive this report, I'll have attended MCEL. MASBO has a board meeting Wednesday at 10:30 a.m. that I will attend. Then there are a couple of pre-conference sessions to attend that day as well. The conference lasts until Friday around noon.

It appears that December 2 may be the best day for the staff who responded to my request for input. However, not many replied. I'll keep after them.



## **Principal's Report 10/20/15**

\*Homecoming was a wonderful success, thanks in part to the Carnival supported by the Booster Club.

\*Attendance by class in September: Freshman 96%, Sophomores 95%, Juniors 98% and Seniors 96%. The Freshman, Juniors and Seniors will receive an ice cream treat from Boulder River. Greg Hughes at Boulder River is sponsoring half and the school is paying half. This reward is a part of our MBI team plan to reward the behaviors and effort that we wish to see from our Panthers.

\*Due to students and staff the SOS (Signs of Suicide) program to make people aware of the signs and how to act upon them, has been introduced the school community and is being implemented in English Classes.

\*We have begun working with our School Support Advisor, Leslie Mills. Mrs. Strozewski, Mr. Michaud and I attended a workshop with Mel Riddile about Instructional Frameworks. We will be working to develop a formal Instructional Framework. Some examples are attached.

\*I am attending MCEL in Billings 10-15 and 10-16 and will bring information from that conference to the meeting.

## **AD's Report**

\*Warm-ups were purchased for the Volleyball team as we were out of compliance.

\*The Volleyball team is competing very well and preparing for District Tournament in Belgrade on 10-30 and 10-31.

\*The Football team is competing well and preparing to enter the playoffs, potentially as Conference champions.

\*The Cross Country team will participate at State this weekend. The boys have run very well and improved throughout the season.

\*We will be running the raffle this Fall/Winter.



**S**

**Start**

- Bell Ringer
- Purpose Statements
- Unit Organizer

**N**

**New Material**

- Focus Instruction
- "I do"
- "We do"
- Vocabulary Routine

**A**

**Active Engagement**

- Content Enhancement
- "They do"
- CRISS
- Close Reading

**K**

**Know**

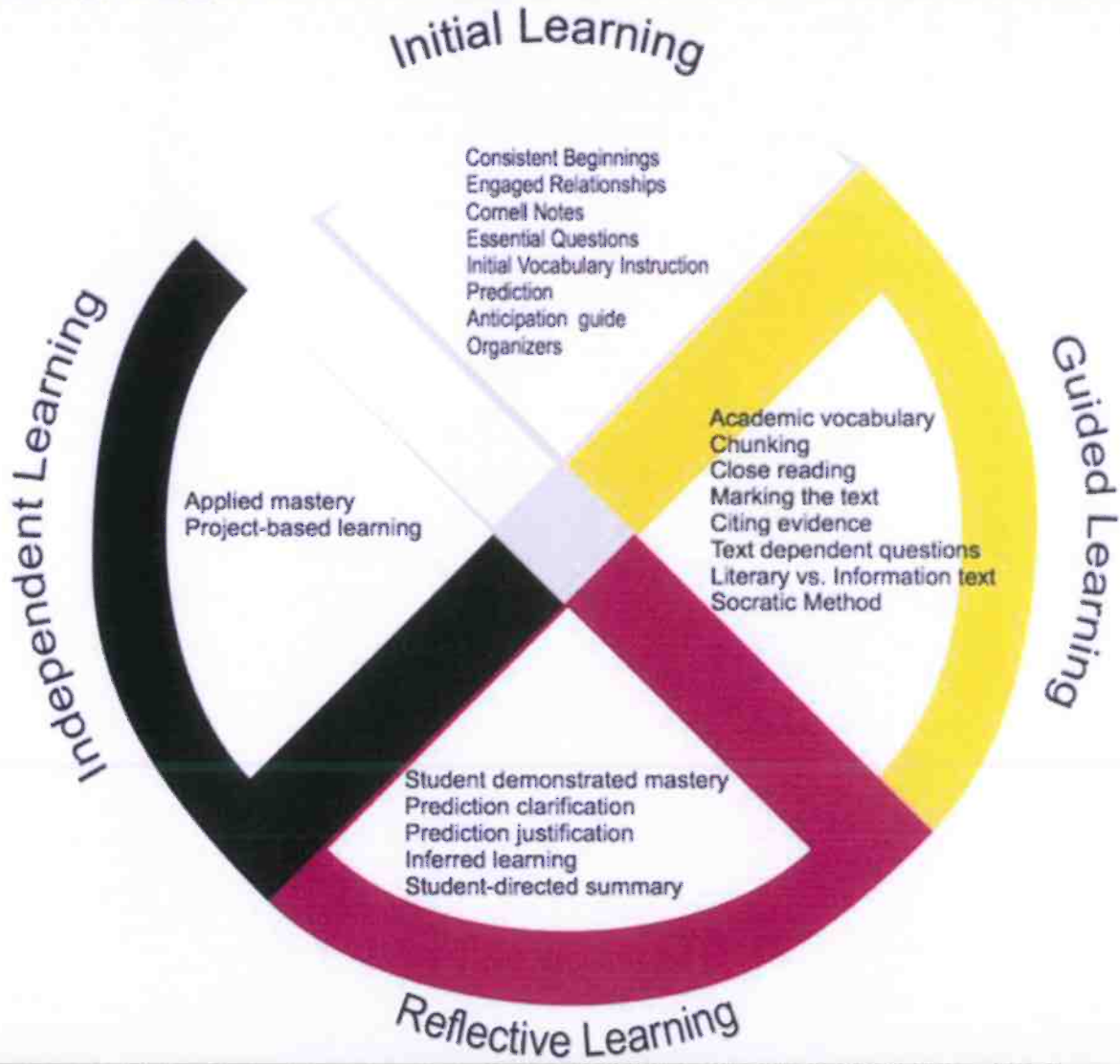
- Check for Understanding
- "You do"

**E**

**Enhancement**

- Formative Assessment
- Close the Loop

# Browning High School Instructional Framework Circle



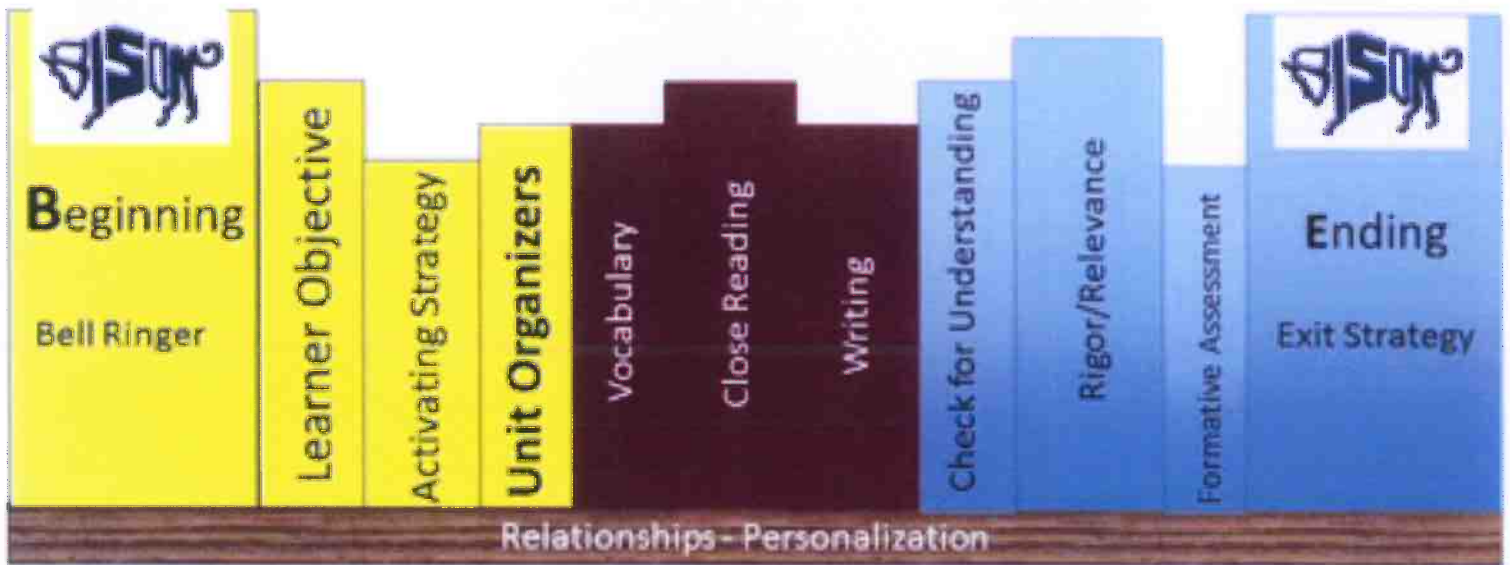
# Great Falls High School Instructional Framework

# B

# L

# U

# E



GO

B

## **Bell Ringer**

Activities used to start class;  
posted and part of the class  
procedures.

L

## **Learner Objectives**

Daily “target” posted and  
reviewed.

U

## **Understanding**

### **Checked**

Formative assessment of  
student learning.

E

## **Exit Strategy**

Daily objective is mastered.

# **Jefferson High School**

## **Official Jefferson High School Booster Club Raffle Rules**

**PRIZE: Grand Prize – 2016 Subaru – Crosstrek Premium**

### **SPONSORS**

1. The raffle is conducted under the auspice of the Jefferson High School Booster Club, a non-profit, for the benefit of Jefferson High School athletics and activities.
2. Generous sponsorship by Placer Motors Inc. of Helena, Montana.
3. Generous sponsorship by First Boulder Valley Bank.

### **DISTRIBUTION OF RAFFLE PROCEEDS**

4. All proceeds, less prize expenses, will benefit the Jefferson High School, and the Jefferson High School Booster Club to foster athletics, activities and projects at Jefferson High School.

### **RAFFLE TICKET PRICES AND PROBABILITY**

5. The purchase price of a raffle ticket is \$20.00/chance. Ticket payments are not considered a tax deductible charitable donation for tax benefit purposes. A maximum of 4,000 tickets will be sold.

### **PAYMENTS FOR RAFFLE TICKETS**

6. Payment for a raffle ticket can be made by cash, personal check, certified check or money order. If an entrant's payment is dishonored, the entry will be declared invalid without any further notice. Ticket purchase opportunities at locations other than Jefferson High School will close at 5:00 PM on Sunday, January 24, 2016, EXCEPT for tickets sold at Jefferson High School between January 24 and January 29 2016.

### **ELIGIBILITY**

7. Tickets must be purchased within the geographic confines of the State of Montana. Credit Cards may not be used for payment. Must be 18 or older to win.

### **DISTRIBUTION**

8. Any part of the raffle tickets and payments for the raffle tickets must be distributed and collected without the use of the United States Post Office or any other shipping company. Jefferson High School may be contacted for manual delivery or pick up of tickets and/or proceeds.

### **RAFFLE DRAWING (selection of winning ticket)**

9. Winner need not be present to win. The winning ticket will be chosen by a random drawing. The winning ticket shall be drawn at the Jefferson High School Basketball game January 29, 2016 at Jefferson High School in Boulder, Montana.

### **TAXES AND OTHER COSTS**

10. The winner is solely responsible for paying all applicable federal, state and local income taxes. Jefferson High School Booster Club will provide the requisite IRS 1099-Misc form to the winner of the raffle.

## **DISCLAIMERS**

11. The Jefferson High Booster Club, Jefferson High School, First Boulder Valley Bank and Placer Motors Inc. specifically disclaim all express or implied warranties, including warranties of merchantability and fitness for a particular purpose, regarding the Subaru Crosstrek. By purchase of a ticket, entrants accept the prize "as is." Jefferson High School and the Jefferson High School Booster Club accept no liability associated with the awarding of the prize.

## **FINALITY OF DRAWING**

12. The winning ticket drawn on the evening of January 29, 2016, is conclusive. The winning ticket holder will be required to provide legal proof of identity, legal address and social security/tax identification number to the Jefferson High School Booster Club before claiming the prize. Purchasers of tickets agree that the winning ticket drawn is final and non-contestable.

## **PUBLICITY**

13. Raffle winner agrees to allow the use of their name, city of residence and personal photographic likeness to be used by the raffle sponsors for publicity or in other promotional materials.

## **DELIVERY OF GRAND PRIZE**

14. The raffle sponsor, Jefferson High School Booster Club, will hold the grand prize for up to 21 days after the raffle drawing at or near the site of Jefferson High School. Prize is forfeited if it is not picked up within the 21 day period and winning ticket holder agrees to forfeit claim for the prize if not picked up within that time frame. In the event of forfeiture of the drawing prize a subsequent drawing will be held for the forfeited prize on the 22<sup>nd</sup> day after the original drawing. No additional tickets will be sold or added to the ticket pool for that drawing.

## **JURISDICTION**

15. Raffle ticket purchasers agree that this raffle is governed by the gambling and gaming laws of the Internal Revenue Code and the raffle ticket winner is personally responsible for adherence to appropriate State and Federal governing laws.

Raffle ticket holders agree that the purchase of a ticket is subject to these rules and regulations. The Jefferson High School Booster Club disclaims any liability relative to any errors or omissions actual or implied in advertising or promoting this raffle and defining or rendering information related to personal liabilities for State and Federal taxes related to claiming and using the prize won in the raffle drawing.

# SETTLEMENT AGREEMENT

## To Resolve the Issue of Ridgeway et al. vs. Montana High School Association et al.

### SETTLEMENT AGREEMENT

#### I. INTRODUCTION

This Settlement Agreement disposes of the pending disputes in that civil suit presently pending before the United States District Court for the District of Montana denominated as *Karyn Ridgeway et al., Plaintiffs, v. Montana High School Association et al., Defendants*, Civil No. 82-59-M, and filed pursuant to Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq., the Fourteenth Amendment to the United States Constitution, 42 U.S.C.1983, Article, X, 4 and Article X, 1 of the Montana Constitution and 49-2-307 and 49-2-403, MCA.

Hereafter, the following individuals will be denominated as Plaintiffs and unless the text of this Settlement Agreement otherwise indicates that only some or that only an individual Plaintiff is intended to be mentioned, the term Plaintiff shall refer to all such parties in their individual and class capacity. Plaintiffs are: Karyn Ridgeway, Donna Ridgeway, Bernadette Lopez, Jeanine Hunt, Deanna Paulus, Dan M. Merritt, and that class of all other persons similarly situated, consisting of those female students who have been, are now, or hereafter may be enrolled as students of Missoula County High School District, Whitehall High School District No. 2, and Columbia Falls High School District No. 6, as such class has been designated by the United States District Court herein.

Hereafter, the named Defendants, Montana High School Association, and Dan Freund, Executive Director, shall be referred to as MHSA; the named Defendants, Montana Office of Public Instruction and Ed Argenbright, Superintendent, shall be referred to as OPI; the named Defendants, Missoula County High School District and Harold Sharkey, Chairperson, shall be referred to as Missoula High School District; the named Defendants, Whitehall High School District No. 2 and Charles Wiedman, Chairperson, shall be referred to as Whitehall School District; the named Defendants, Columbia Falls High School District No. 6 and Larry Wilson, Chairperson, shall be referred to as Columbia Falls School District; and unless the text of this Settlement Agreement otherwise indicates that only some or that only an individual Defendant is intended to be mentioned, then the term of Defendant otherwise set forth above shall refer to all such parties named as Defendants, and all of those parties' agents and employees.

#### II. INTENT OF SETTLEMENT AGREEMENT

The thrust and overall intent of this Settlement Agreement is to advance the opportunities which female high school students have to participate in extracurricular athletic events relative to their male counterparts; to create, implement and enforce minimum requirements for obtaining sex equity in athletics in Montana; and to make available established grievance procedures and forums, to permit students experiencing sex inequities to obtain non-judicial relief, while retaining the availability of alternative redress through remedies extended by state and federal law.

#### III. RECITALS

This lawsuit was commenced on May 10, 1982. Plaintiffs alleged they were students who were denied an equal opportunity to participate in extracurricular high school athletics and were subjected to invidious discrimination in athletics and consequently were deprived of an opportunity to develop to their full educational potential in violation of state and federal law. Such discrimination was alleged to exist in the number of sanctioned sports available, the seasons in which sports were available, the length of sport season, the scheduling of practices and games, facilities, equipment, coaching, transportation, school band and pep rallies, uniforms, access to trainers, publicity, and other aspects of extracurricular athletics. The suit was certified as a class

action to include Plaintiffs and other similarly situated females in some or all aspects of extracurricular high school athletics.

Defendants denied liability for the claims. Defendants challenged the court jurisdiction over the subject matter of the litigation and over their persons. Furthermore, Defendants denied that federal law covered the subject of extracurricular high school athletics and denied that the state agency defendant had any responsibility over the subject of the litigation.

In an effort to resolve the respective claims of Plaintiffs in this litigation, the terms of this agreement have been negotiated and accepted.

#### IV. TERMS

##### A. GENERAL TERMS

1. **Future Conduct of Parties.** This agreement recognizes that certain events, which allegedly occurred prior to the date of this agreement, will not occur again, if such events did occur; and further recognizes that certain events which may have occurred by lack of clear identification may have had a sexually discriminatory impact upon Plaintiffs and should not again occur.

2. **Minimum Requirements for Sex Equity in Athletics and Implementation of a Grievance Procedure and Sanctions.** In order to advance sex equity in extracurricular athletic activities in the Defendant school districts and to recognize the availability of non-judicial procedures for future disputes in all Montana high school districts, the parties agree to the adoption, implementation and enforcement of the following Minimum Requirements which shall be enforceable through the non-judicial procedures outlined below. To the extent the minimum requirements are not already in force, the parties agree that Missoula, Columbia Falls, and Whitehall High School Districts shall implement these Minimum Requirements.

3. **Plan of Implementation.** To effectuate the settlement the parties agree that each Defendant shall prepare a Plan for Implementation of this settlement and submit the same within the two months of the execution of this Settlement Agreement to the Facilitator. The Facilitator may assist each Defendant in preparing its plan. Upon receipt of the plans, the Facilitator shall review and comment on them. The Defendants may respond to the comments and make appropriate amendments. The Facilitator, within one month of receipt of all final plans, shall submit the final plans to the Court for approval. The Facilitator may also provide the Court and all parties with his comments.

4. **Reporting Requirements.** Within three months of the Court approval of the final plans, each Defendant shall make a written report to the Court of its progress in implementing this Settlement Agreement and its Plan for Implementation. The Court may refer any report to the Facilitator for review, recommendations, or such other action as directed by the Court.

The Compliance Report shall include details of changes made in the respective programs to show compliance by the Defendants with this Settlement Agreement.

The Defendants shall submit copies of their plans and reports to Plaintiffs at the time the same is submitted to the Facilitator and Court, and the Plaintiffs may make comment to the Facilitator or the Court regarding the same within Fifteen (15) days of the receipt thereof. Plaintiffs shall submit copies of their comments to the Defendants. Defendants may have ten (10) days within the receipt thereof to respond to such comments. The Defendants shall also retain copies of their plans and reports for use by any person.

5. **Facilitator.** To effectuate this Settlement Agreement and to resolve issues pending between the parties, the parties hereby designate as "Facilitator" a neutral representative, Barry Gomborg of



the Mountain West Sex Desegregation Assistance Center, Weber State College, Ogden, Utah. In addition to assisting in compliance with this Settlement Agreement, the Facilitator shall collect facts and make recommendations as set forth herein. Should Gomberg cease affiliation with the Center, Gomberg shall continue to be designated as "facilitator" for purposes of this agreement. In addition to assisting in compliance with this Settlement Agreement, the Facilitator shall collect facts and make recommendations as set forth hereafter. Should the Facilitator cease to be able to perform his functions under this Settlement Agreement, the Court, after considering recommendations of the parties, shall appoint a Facilitator to carry out the duties. To the extent that unallocated or uncommitted federal funds are available to the Facilitator, such shall be used to pay the expenses of the Facilitator; if such federal funding is unavailable, then the expense of the Facilitator, if any, shall be borne by the Defendants.

6. **Notice to Class.** To comply with Fed. R. Civ. P. 23(e), and to assure that all students and parents who are affected by this Settlement Agreement receive notice of the same, distribution of the Settlement Agreement upon its execution shall be as follows: the Defendant school districts shall give notice to students and parents in their school district of the existence of this Settlement Agreement. Such notice may be given by publishing a notice of the same in the student handbook distributed to students in their respective schools or through any other effective means designed to give notice to students and parents in their school district of the existence of this Settlement Agreement. The Notice shall contain a summary of the Settlement Agreement and information regarding where copies of the Settlement Agreement may be obtained. The Defendant school districts shall retain copies of the Settlement Agreement for the use of students and parents within their school district. MHSA shall distribute copies of the Settlement Agreement to its member high schools. OPI shall also distribute copies to any high school over which it has authority under Montana law. Defendants may coordinate their distribution efforts in order not to duplicate them.

#### B. MINIMUM REQUIREMENTS

The following Statewide Minimum Requirements and Minimum Requirements for School Districts shall be used by OPI, MHSA, and the three school districts in evaluating grievances and eligibility challenges as set forth in Section VI, Grievance Procedures and Sanctions. In the event the facts establish a particular school or school district in engaging in extracurricular athletic activities which do not achieve such Minimum Requirements, then OPI, MHSA, or the three Defendant school districts applying applicable minimum procedural standards shall conclude the activity engaged in does not achieve sex equity in such extracurricular athletic activity. The parties agree, however, that the OPI Grievance Procedure shall not apply to determine MHSA's compliance with the Statewide Minimum Requirements set forth below, although it shall be available to determine a local school district's compliance with the Statewide Minimum Requirements and to adjudicate grievances arising out of local school district decisions or actions.

Although this Settlement Agreement does not set forth the Minimum Requirements for other non-athletic extracurricular activities which are related to extracurricular athletic events, the Minimum Requirements set forth hereafter may be considered by individuals, school districts, OPI, MHSA, or other interested parties in evaluating whether under the particular circumstances sex equity has been achieved in other non-athletic extracurricular activities which are related to athletic events.

Unless otherwise stated, compliance by the Defendants with the Minimum Requirements shall be for the 1984-85 school year. To the extent possible the Defendants shall implement the Minimum Requirements during the 1983-84 school year.

##### 1. Statewide Minimum Requirements.

a. **Number of Sanctioned Sports.** MHSA shall sanction at least the same number of sports for females as for males. In deciding which sport should be sanctioned to at least equalize the number of sports for both males and females for the 1984-85 school year, MHSA shall supply any documentation requested by the Facilitator. The Facilitator shall determine which sport should be sanctioned, and MHSA shall implement the Facilitator's determination. The Facilitator shall also determine the appropriate playing season for the sanctioned

sport using the national norm for such sport as determined by information derived from the National Federation of State High School Associations (hereafter, "national norm"), or other sources he deems useful.

After implementation of this provision regarding the sanctioning of a new sport for girls for the 1984-85 school year, MHSA shall select all further sports to be sanctioned through the use of a survey taken by MHSA of the interests and abilities of males and females. The playing season for all further sanctioned sports shall be determined by considering the national norm for such sport, but any decision as to season must be based on gender-neutral factors.

In considering whether equity has been achieved in equalizing the number of sports, the sports football and wrestling shall be considered to be male sports, although these sports shall remain open for participation by females. Sanctioned sports shall be considered to be available for females if the sport is sanctioned only for participation by females or if the sport is sanctioned for both males and females but a separate and identical team is sanctioned only for participation by females in that sport. For example, volleyball, sanctioned only for females, shall be considered a female sport. If volleyball were in the future sanctioned for participation by both sexes, a separate volleyball team would have to be sanctioned for females only for the sport to be considered a female sport.

b. **Length of Athletic Season.** MHSA shall authorize, and individual school districts shall extend to both males and females, athletic seasons of approximately the same length for the same sport played by both sexes. This shall be accomplished commencing with the 1985-86 athletic season; however, to the extent possible, MHSA shall implement this requirement during the 1984-85 athletic season and shall provide to the parties and the facilitator an identification of areas where compliance is not possible until 1985-86 and the reasons therefore and the remainder of the items shall be instituted by 1984-85. As used herein, the term "athletic season" means the practice, regular season and, as well, tournament play. As used herein, the term "approximately equal" means that the length of a sport for one sex may have a variation of seven days or less than the athletic season for the same sport played by the opposite sex, if this variation is necessitated by gender-neutral factors, such as holidays, school breaks, and coaching discretion. However, the difference in the seasons for the same sport participated in by both females and males cannot vary in length more than seven days and the season variation cannot always be less for one sex and still achieve sex equity.

Further, to achieve equal length of seasons in the same sport, if a school district offers the same sport for both female and male participation, such as basketball, soccer or baseball/softball, MHSA shall authorize the school district to, and the school district shall schedule the same number of games for both male and female students and provide an opportunity for the same number of days of practice for both male and female students subject to the variation permitted above.

Where sports are played by only females or males, hereafter single-sex sports such as girls volleyball, football or wrestling, MHSA shall authorize, and the school district shall extend to males and females, athletic seasons equal to the national norm for such sport. MHSA shall authorize the school districts to, and the school districts shall, schedule at least the same number of games as is equal to the national norm for the single-sex sport. The Facilitator shall determine what the national norm is for the length of season and number of games for the single-sex sports.

c. **Continuity of Athletic Seasons and Elimination of Overlapping Seasons.** Commencing with the 1985-86 athletic season, and to the extent possible during the 1984-85 athletic season, MHSA and the school districts shall provide athletic seasons in a manner to assure that the continuity of seasons for females and males shall be approximately equal and shall provide to the parties and the Facilitator an identification of areas where compliance is not possible until 1985-86 and the reasons therefore and the remainder of the items shall be instituted by 1984-85. This requirement will require that the breaks between male and female sport seasons do not vary in length by more than seven days and that the sport seasons do not overlap so as to prevent interested students from participating in consecutive athletic seasons offered by a particular high school. If more than one

sport is offered to either or both sexes during one athletic season, such offering does not constitute a prohibited overlap of athletic opportunities.

**d. Tournament Locations.** MHSА shall select tournament and statewide meet sites for both female and male sporting tournaments and events at locations which are comparable considering the actual and reasonable needs of the tournament or statewide meet. If the same sport is participated in by both females and males and is played or participated in during the same season, MHSА shall consider and make reasonable efforts to schedule tournaments or statewide meets at the same location during the same week or appropriate time period. Further MHSА shall schedule the dates for the tournaments or statewide meets and determine their locations based upon gender-neutral factors.

**e. Press Releases.** MHSА shall issue press releases giving equal emphasis to male and female athletic contests and tournaments and shall equalize any other publicity in which it may engage.

**f. MHSА Coaching Requirements.** MHSА shall seek to assure that equal opportunity in the selection of and in the extension of coaching for both female and male students is provided and shall review and revise its rules in accordance with this requirement.

**g. Summer Camp Rules.** MHSА shall review and revise its summer camp rules, to assure that both females and males participating in the same sport have equal opportunities to participate in summer camps offered for that sport. Specialized summer camp rule 2(8) shall be eliminated. This requirement shall not require MHSА to sanction the identical number or types of summer camps for females as males.

**h. Recruiting Efforts by MHSА.** Where the same sport is sanctioned during different seasons for females and males, or where a female or male sport is played during a season different than the season played in majority of other states playing such sport, MHSА shall participate with school districts in improving recruitment opportunities for those athletes playing the sport in the off season.

**i. Officials.** MHSА shall hire equally qualified officials for female and male sports during the final tournaments and use Montana Officials Association (M.O.A.) ratings to comply with this requirement. For both regular seasons and tournament play MHSА shall set rates for officials officiating female volleyball at not less than the same rate paid to officials of volleyball consistent with the national norm.

**2. Minimum Requirements for School Districts.** The Minimum Requirements for School Districts shall apply to all schools within that school district and the term "school district" as used herein shall refer to both the school district and school within that district.

**j. Number of Offered Sports.** The school districts shall offer the same number of sports for both males and females during the individual school year except as provided below. School districts shall make the choice of which individual sports shall be offered for males and females based upon their students' interests and abilities.

If during a school year a school district does not offer the same number of sports for both male and female students, the school district is not in violation of this provision if it makes an explicit and deliberate effort to increase interest in an additional sport for the sex of the students having fewer sports, conducts a survey, and establishes that there is insufficient interest in an additional sport or that the interest would be insufficient to field a team in any sport in which an interest has been expressed. If a school district or school does not offer an equal number of sports for females and males because it has established there is insufficient interest during the school year, the school district shall make an explicit and deliberate effort to equalize sports for females and males during the subsequent school year and shall continue to make such efforts until the sports are equalized.

If the explicit and deliberate efforts of a school district to equalize sports for females and males result in a survey of interest demonstrating that a particular sport would receive sufficient support to field a team, the school district shall offer that sport to the extent of the financial ability of the school district. The school district must consider all alternatives to equitably distribute finances among the extracurricular athletic program including elimination or substitution of one sport for another participated in by the other sex. However, a limitation of funds shall not be a justification for offering an unequal

number of sports for males and females.

**k. Coaches.**

**i.** A school district shall seek, endeavor to hire, and where there are qualified persons available, hire comparable qualified persons as coaches for male and female extracurricular athletic teams and shall also hire comparable numbers of coaches based upon the number of participants for both female and male extracurricular athletic teams. A school district shall develop written, objective and gender-neutral criteria to evaluate applicants for coaching positions, and consider, as one of these criteria, the applicants' experience in interscholastic, intercollegiate or other sporting activities.

**ii.** A school district, if it has not already done so, shall develop written gender-neutral, objective criteria to evaluate the performance of all coaches hired by the district, including the following criteria: ability to communicate skills; ability to motivate and inspire team members; efforts made to improve the coach's own coaching abilities and techniques; the interest and motivation demonstrated by the coach; and the coach's relative knowledge of the sport as compared with coaches of other sports.

**iii.** Each year the district shall evaluate each head coach by (a) utilizing the foregoing criteria, (b) considering the head coaches' regular and tournament success record, and (c) considering whether participants or parents of participants have lodged written complaints concerning coaching abilities, the number of complaints lodged, and the contents of such complaints. A head coach's evaluation shows the coach is inadequate if it demonstrates the performance of the coach or staff is overall unsatisfactory. The term "head coach" shall mean the coach in charge of a team regardless of how such coach is designated in the organizational structure of the particular school district.

**iv.** Once an evaluation has been made, then in the event the head coach or staff of any female sport is considered inadequate but the head coach or staff of an identical or comparable male sport is not, the school district may replace the inadequate head coach or staff. If the inadequate head coach or staff is not replaced, the school district shall require the head coach or staff of the female sport to attend a coaching clinic. If such remediation does not correct the inadequacy such that in the following year a similar comparative overall inadequacy is demonstrated, the school district shall adopt one or more of the following remedies:

(a) Hire another coach to assist the inadequate head coach or staff in performing coaching functions.

(b) Pay the inadequate coach but hire a substitute coach to perform the coaching functions.

(c) Exchange the head coach or staff of the female and male sport activities.

(d) Terminate the employment of the head coach or staff; or,

(e) Take any other remedy which must resolve any inequity experienced by female athletes due to inadequate coaching of the female sport.

If, in the following year, a similar comparative overall inadequacy is demonstrated, the school district shall either terminate the employment of the head coach or pay the head coach and hire a substitute head coach to perform the coaching functions.

**l. Coaching Salaries.** A school district shall pay equal salaries for equal work by coaches of female and male teams, except that differences in pay for coaches of female and male teams may result from a seniority system, a merit system, or a system that measures earnings by quantity and quality of performance. A school district shall develop and utilize written objective criteria in recommending the amount of compensation to be assigned to a particular coaching position.

**m. Publicity.** A school district shall issue press releases and arrange for advertising giving equal emphasis to male and female sport activities. The school district shall make a good faith effort to encourage comparable coverage of female and male extracurricular sports in school-sponsored publications such as yearbooks and school newspapers. In determining whether a good faith effort has been made the following factors, among others, shall be considered:

**i.** The amount of coverage devoted to female and male extracurricular athletic activities.

ii. The number and content of communications between school administrators and publication advisors or students associated with publications.

iii. The number of students assigned to provide coverage of male and female extracurricular athletic activities.

iv. The number and content of communications between publication advisors and students associated with publications.

v. The guidelines and policy in effect regarding school publications.

n. **Team Support.** Within a school year and during the regular and tournament athletic season, a school district shall provide on an equal basis to male and female athletes any of the following types of support which it offers to either male or female extracurricular athletes during the school year: pep assemblies, school announcements, rosters, programs, pep band, cheerleaders and drill team. The school district or the band director may determine at which athletic events for males and females the band shall appear in satisfying the equal appearance requirement, providing that, at the end of the school year, the band has played at the same number of regular season extracurricular athletic events of females as males. In satisfying this requirement and determining which performances are appropriate for band appearances, consideration shall be given to functions and goals of the music program as an independent co-curricular activity.

o. **Scheduling and Facilities.** A school district shall schedule the times and places for practices and athletic events or games for male and female teams of the same and comparable sports on an equal basis, but not necessarily together at the same time. This requirement means that male and female teams shall have equal access to prime time practice and play during the times of the day and days of the week in facilities or on fields which are equally desirable and advantageous to female and male teams. The term "prime time" as used herein means the hours immediately after school and before the evening meal for practice purposes and the weekend evenings for regular games. The term "same sport" as used herein means a sport which is sanctioned for both males and females, such as basketball. The term "comparable sport" as used herein means a sport similar in terms of indoor/outdoor status and numbers of participants to another sport, such as volleyball and wrestling.

A school district shall also consider and make reasonable efforts to schedule male and female games together for sports in which both males and females participate in during the same season.

A school district shall also provide the same or comparable support facilities and the same or comparable access to support facilities to females and males participating in the same or comparable sports. Support facilities shall include training rooms, weight rooms, locker rooms and storage facilities.

p. **Laundry facilities.** If a school district provides laundry service to student athletes, it shall provide the service to females and males on an equal basis.

q. **Recognition Boards, Halls of Fame, and Trophy Cases.** If a school district provides recognition to students in the form of a recognition board, hall of fame or other display, it shall afford comparable recognition to female and male sports.

r. **Meals.** If a school district provides a per diem monetary allowance for student athletes, the allowance will be the same for females and males, and it shall be spent within the season only for meals.

s. **Overnight Accommodations and Out-of-State Trips.** If a school district provides overnight accommodations for student athletes, the accommodations and their utilization shall be comparable for females and males, and the same opportunity for overnight trips shall be available to male and female teams.

To the extent comparable out-of-state athletic activities are practically available each school district shall provide them equally to both males and females. Where comparable out-of-state athletic activities are practically available for athletes of one sex but not the other, a school district shall make reasonable efforts to make them practically available for the other sex.

t. **Uniforms, Accessories, Equipment and Supplies.** If a school district provides uniforms, accessories, equipment and supplies

to athletes participating in extracurricular sports, it shall provide uniforms, accessories, equipment and supplies of comparable quality and at comparable replacement rates to females and males on an equal basis. The character of sporting activity may be taken into consideration in determining replacement rates.

u. **Booster Clubs.** A school district shall affirmatively encourage booster clubs and similar groups of fans to devote comparable attention to the promotion and encouragement of female and male sports. The district shall not give significant assistance to any private organization which aids, benefits, or services athletes in the district on a sex discriminatory manner, unless for each organization which supports the athletes of only one sex, and to which the school district gives assistance, there is a comparable organization which supports the athletes of the other sex to which the school district gives comparable assistance.

v. **Transportation.** If a school district provides transportation to athletic events, transportation shall be provided for female and male teams on an equal basis, with allowances made for gender-neutral factors including mileage to be traveled, the duration of the trip, the time of year and condition of the roads, and the number of athletes and amount of equipment to be transported.

w. **Trainer.** If a school district provides an athletic trainer, the services of the trainer shall be available to members of female and male teams on an equal basis with allowances made for the character of the athletic activity and the health needs of the athletes.

x. **Officials.** A school district shall hire the best available, qualified officials for male and female extracurricular sports during regular season games and shall utilize M.O.A. ratings to comply with this requirement.

y. **Recruiting Efforts by School Districts.** Where the same sport is sanctioned during different seasons for females and males or where female sports are played during seasons different than the season played in a majority of other states playing such sport, a school district shall participate with MHSAA in improving recruitment opportunities for those athletes playing the sport in the off-season.

z. **Sex Equity Policy, Grievance Procedure and Coordinator.** A school district shall prepare, if it has not already done so, a sex equity in athletics policy, establish a grievance procedure and designate a coordinator for such policy and grievance procedure pursuant to the requirements of applicable federal law. The policy and information regarding the coordinator and grievance procedure shall be disseminated to its student body, faculty and parents.

Each school district shall keep on file for use by students and parents within their school district at least one copy of documents reflecting the MHSAA and OPI grievance procedure as set forth hereafter, and as supplemented by other documents prepared by MHSAA and OPI, as well as copies of ARM 10.6.101 et seq. and the Montana Administrative Procedures Act, 2-4-101 et seq., MCA.

## V. CHANGE OF SEASONS - FACILITATOR

Plaintiffs and MHSAA agree that they will utilize the Facilitator to determine whether a seasonal change of any sporting activity sanctioned by MHSAA, and in particular, girls' volleyball and basketball, is appropriate. To determine this issue, both Plaintiffs and MHSAA shall submit to the facilitator a list of reasons for adopting new sport seasons for athletic activities, and reasons which justify continuance of the current athletic seasons for these athletic activities. Additionally, both Plaintiffs and MHSAA shall submit to the facilitator a list of documents, in the form of a bibliography, which documents the Facilitator can examine and consider in evaluating and making recommendations. Finally, the Plaintiffs and MHSAA shall submit to the Facilitator a list of witnesses who the Facilitator can contact in evaluating this issue and preparing recommendations. All submissions of the parties shall be made within 30 days of the date of the execution of this Settlement Agreement. Comments and documents responsive to the other parties' submissions shall be submitted within 10 days thereafter.

Having accomplished the foregoing, the athletic season issue shall be submitted to the Facilitator, who shall, in a timely fashion make detailed recommendations concerning seasonal change and implementation. The Facilitator shall present to the United States District Court for approval the recommendations regarding seasonal change and implementation, without further submission of evidence or argument by the parties unless directed by the Court. In the event the United States District Court does not approve and order such

recommendations, then the matter shall be resolved as further directed by the United States District Court but such further action shall not affect in any way any other provisions of this Settlement Agreement.

In addition to the foregoing recommendations the Facilitator may advance nonbinding suggestions as to how extracurricular sporting activities should be scheduled, assuming both females and males participate in the same sport during the same season.

## **VI. GRIEVANCE PROCEDURES AND SANCTIONS.**

### **A. OPI GRIEVANCE PROCEDURES**

In addition to the foregoing Minimum Requirements, in the event that an interested person believes that an individual is not receiving an equal opportunity to participate in sporting activities because of that individual's sex, that interested person may submit the controversy to a local school district for evaluation and consideration consistent with established grievance procedures. Upon exhaustion of remedies available within the school district, the party aggrieved by a final decision of the governing authority may commence an action before the county superintendent pursuant to the grievance procedure established in ARM 10.6.101 et seq. The grievance procedure, commenced at the local level and pursued through the county superintendent, may be further appealed to the State Superintendent of Public Instruction as established by ARM 10.6.101 et seq. The matter may be further appealed pursuant to the Montana Administrative Procedure Act, 2-4-101 et seq., MCA. This grievance procedure shall not apply to those Minimum Requirements which MHSA has exclusive responsibility to implement, as set forth in this agreement.

A final order at the county superintendent level or beyond shall establish a Minimum Requirement on sex equity issues. OPI shall have all final decisions of the county superintendent reduced to writing and transmitted to OPI, and OPI shall promptly distribute a copy of such final written decision to MHSA and retain a copy within OPI. The Minimum Requirements set forth within this Settlement Agreement shall be recognized by all parties as the equivalent of a final decision established by the county superintendent, or other successive appellate steps within the grievance procedure set forth above, and applied by the parties in a manner equivalent to those final decisions established through the grievance procedure.

In the event the grievance procedure established in ARM 10.6.101 et seq. results in a final decision, not modified or reversed through administrative or judicial review, that an action or omission of a particular school district is in violation of the Minimum Requirements, and that a particular school district is engaging in sex discrimination against students, OPI shall report such conclusion to MHSA, which thereafter shall take all steps reasonably necessary to insure compliance.

### **B. MHSA GRIEVANCE PROCEDURES AND SANCTIONS**

In addition to any interested person having access to grievance procedure as otherwise described above, any person may bring a complaint to the attention of MHSA, which complaint can also be brought by any member of MHSA or by the board of MHSA upon its own initiative. Once a complaint is brought to the attention of MHSA, MHSA shall thereafter commence to investigate and determine, applying the Minimum Requirements established from the grievance procedure or by this Settlement Agreement, whether the Minimum Requirements to achieve sex equity have been satisfied. If following its investigation, MHSA concludes that the Minimum Requirements have not been satisfied, then MHSA, following hearing and utilizing its due process procedure, shall take all steps reasonably necessary to assure compliance with said Minimum Requirements. MHSA may, among other things, declare the school ineligible for participation in any or all MHSA-sanctioned activities. In the event the person bringing the complaint remains dissatisfied with the result, that person shall retain the option of seeking relief in any available forum.

MHSA shall utilize as Minimum Requirements the final unappealed decisions developed through the OPI grievance procedure set forth above. In the event there are conflicting decisions on the same issue, MHSA shall apply that Minimum Requirement established at the highest level of the OPI grievance procedure. In the event there are conflicting decisions at the same level of the OPI grievance procedure, then MHSA shall request an opinion from OPI as to which of the two conflicting opinions MHSA should follow and enforce, and MHSA shall apply the recommendation and decision of OPI as though there were but a single decision on the subject matter. If there is no established Minimum Requirement on a particular issue, then MHSA shall have no authority to proceed with respect to the complaint. However, MHSA shall promptly in writing advise the complaining person of the local school board and OPI grievance procedure set forth above as a means

to address the issue of sex inequity.

### **C. EXHAUSTION OF MHSA AND OPI GRIEVANCE PROCEDURE IS NOT REQUIRED**

This Settlement Agreement and the procedures adopted herein neither preclude nor impede any person from pursuing all legal and equitable remedies, whether state or federal, in any forum available by law nor do they require the exhaustion of the OPI or MHSA grievance procedures prior to pursuing said remedies.

## **VII. OPI TECHNICAL ASSISTANCE**

### **A. INTRODUCTION**

OPI shall provide to the school districts in Montana technical assistance in self-evaluation and self-improvement in providing sex equity in athletics. The technical assistance to be provided by OPI is subject to the limitations of state and federal funding resources. Technical assistance is of a variety nature and will not concentrate exclusively on a particular activity.

### **B. LOCAL SCHOOL DISTRICT ACTIVITIES**

1. OPI shall continue to respond to questions on issues of equity and shall continue to provide interpretations of state and federal law pertinent to school districts, school personnel offices and trustees throughout the state of Montana. Individuals will be assigned to provide this service from the Special Services Department and the Legal Service Unit in the Office of Public Instruction.

2. OPI shall continue to distribute sex equity materials such as handbooks, policies, news articles, and other vital information which is important for a school district in maintaining compliance.

3. OPI shall continue to distribute materials such as sex equity handbooks, examples of school board policies, grievance procedures, etc. to any requesting school district and/or will inform school districts of developments regarding equity laws.

4. OPI shall continue to provide the following workshops to school districts, county superintendents and administrators on an "as needed" basis, pending federal funding.

- (1) The Cost of Sex Bias in the Classroom
- (2) Teacher-Student Interaction
- (3) Evaluating Textbooks for Bias
- (4) Women in History
- (5) Career Awareness
- (6) Myth and Reality of Women Workers
- (7) Math Anxiety

These workshops are intended primarily to develop awareness of sex equity issues.

5. OPI shall continue to provide the following statewide workshops, pending federal funding:

- (1) Women Interested in School Administration
- (2) Sex Equity in Athletics
- (3) Technology's Implications for Education

### **C. STATE LEVEL ACTIVITIES**

1. OPI has applied for and received a Title IV Sex Desegregation grant, which has been partially subgranted to the Striving for Educational Equity (SEE) Institute, Rocky Mountain College, Billings, Montana, in order to provide more assistance directly to school districts.

2. OPI shall continue its in-house committee on equity to assure that all publications are free from sex bias and are in compliance with the law.

3. OPI shall provide districts with handbooks on equity and self-evaluation. The self-evaluation handbook is the alternative to the statewide survey which would have been funded through the federal WEEA grant.

4. OPI shall continue to provide in-house workshops and inservice for all Office of Public Instruction specialists on sex equity and how to provide technical assistance to schools.

5. OPI shall continue to maintain a Human Potential Specialist (sex equity) in the Department of Vocational Education, pending availability of federal funding.

6. OPI's legal counsel shall continue to train county superintendents as hearing officers pursuant to the Rules of Controversy, concentrating immediate attention on sex equity issues.

### **D. NATIONAL LEVEL ACTIVITIES**

1. OPI will host the third annual National Conference on Equity (June 1984). During the conference Office of Public Instruction staff will offer to conduct a presentation on sex equity and its implication for school districts.

2. OPI's Assistant Superintendent for Special Services is the chairperson of the National Conference on Equity.

3. OPI is working with Mountain West Desegregation Center to provide technical assistance to all school districts on equity issues. These requests are filtered back to the Office of Public Instruction.

4. OPI is a part of a coalition of states joining with the Department of Education in its attempts to free Title IV monies from a federal lawsuit in Chicago for utilization within the state education agency.

5. OPI is in contact on a regular basis with other state education agencies for information and materials with regard to sex equity and will relay the same to school districts.

6. OPI shall continue to work with the Council of Chief State School Officers' Office on Equity, on a regular basis, for technical assistance and materials on all equity issues.

7. OPI is coordinating with the Office for Civil Rights, Denver, Colorado in an attempt to resolve disputes and complaints which have been filed with the Office for Civil Rights and is assisting school districts to maintain compliance in all equity issues.

#### VIII. RELEASE

This agreement is a settlement and release of all claims and damages asserted by Plaintiffs in their individual and class representative capacities against the Missoula County High School District, the Whitehall High School District, and the Columbia Falls School District, OPI, and MHSA. Although Plaintiffs have asserted a claim for monetary damages, this settlement agreement offers in exchange for a dismissal as set forth hereafter, no payment of compensation, or any promise to make any payment for any damages, claimed or allegedly suffered by any of the Plaintiffs. The consideration for the release hereafter set forth in this agreement is the actions and decisions of the parties set forth herein, which all parties recognize must be carried forward in good faith; that the present agreement will become a part of a judgment or dismissal of this action and enforceable through the exercise of appropriate legal and equity powers of the United States District Court in the event of its breach; and that future sex equity issues may be referred to either or both the grievance procedure of OPI and the eligibility determination of MHSA, and, thereafter, court review as appropriate, or may be resolved through exercise of other available legal or equitable remedies.

Plaintiffs, in their individual and class representative capacities, do hereby release, acquit, and discharge, and by these presents do release, acquit, and forever discharge, Missoula County High School District, Whitehall High School District, Columbia Falls High School District, MHSA, and OPI, of and from any and all liability, causes of action, costs, charges, claims or demands, of whatever name or nature, in any manner arising out of or growing out of the above-described litigation, except as otherwise more fully set forth in the terms and context of this release. Plaintiffs have executed this agreement for themselves, in their individual and representative capacities, upon advice of counsel, releasing any and all claims they have or may have; and the execution of this instrument is made in reliance upon the advice of their counsel and not upon the advice of any representative, attorney, or other agent acting for or on behalf of any of the other parties hereby released.

In making this release and agreement, it is understood that Plaintiffs, in their individual and representative capacities, do rely upon their own judgement, belief, and knowledge of the nature, extent, and duration of the injuries and damages claimed to have been suffered. Plaintiffs further acknowledge that this is a complete release of all claims, either in tort, in contract, or at all, which may have existed in the past and which do not continue after the date of this agreement except as hereinafter provided; and that no promise, representation, or other assurance has been made by any person with respect to any further or future payment for costs or damages except as hereinafter referred to; and that the agreements hereinafter made by the parties hereby released shall not be construed as an admission of liability on the part of any such parties because said persons and corporations expressly deny such liability. Finally, Plaintiffs acknowledge, on advice of counsel, that this agreement is the entire, sole, and only agreement pertaining to the subject and things referred to herein and there are no other independent, collateral, or additional agreements or obligations to be performed or things to be done except as set forth and described by the terms of this agreement.

This agreement is not to be construed as any confession by any of the litigation Defendants or admission by OPI that OPI has direct and specific jurisdiction over extracurricular athletic activities except as otherwise provided herein; that the acceptance of federal monies by a school district subjects the school district to federal or state regulation

or control over any aspects of the educational program offered by the school district which does not receive direct federal funds; that the State of Montana or OPI has any control, directly or indirectly, over MHSA; that MHSA is a state agency or subject to any portion of the Montana Administrative Procedure Act, 2-4-1-1 et seq., MCA; or that any Plaintiff has ever experienced an act or omission which constituted sex discrimination of any form or nature while such Plaintiffs were enrolled students of the individual school districts names as parties herein, regardless of whether the discrimination is alleged to have resulted as a consequence of acts or omissions of the school district, OPI, MHSA, jointly, individually, or at all.

The parties agree that the litigation filed shall contemporaneously be dismissed without prejudice pursuant to a stipulation between the parties and an order of the United States District Court incorporating this agreement as an exhibit to the underlying stipulation for dismissal, which agreement the parties stipulate may be enforced, in the event of breach, as though the agreement were a final judgment of the United States District Court, so that in the event one or more of the parties hereafter concludes that other parties to this agreement are not performing acts required by this agreement or are performing acts prohibited by this agreement, that the equity powers of the United States District Court can be utilized, in conjunction with or in addition to any and all other remedies created or existing either pursuant to this agreement or pursuant to applicable state or federal law. The parties further agree that the court shall retain continuing jurisdiction to enforce this settlement agreement even though the Complaint is being dismissed.

#### IX. ATTORNEY'S FEES

Nothing in this Settlement Agreement shall affect the right of any party to seek costs and attorneys' fees as permitted by law.

## HYSHAM

PO Box 272  
 115 Summit St  
 Hysham, MT 59038  
 342-5237 342-5257 (Fax)  
 Boys' Athletics

Co-op w/ Custer, F, BBB, ETR

## Class C Rebel (Blue/Gold/Black)

Larry Fink [lfrink@hysham.k12.mt.us], Supt, Prin  
 Steve Hollowell [shollowell@hysham.k12.mt.us], AD, Title IX, Chem  
 Sally Van Hemelryck [hysham@rangeweb.net], BusMgr

### Girls' Athletics

Nonathletics

Co-op w/ Custer, GBB, VB, GTR  
 No Cheer, CH  
 Salvador Scranio, B, V

## JEFFERSON

PO Box 838  
 312 S Main  
 Boulder, MT 59632  
 225-3317 225-3289 (Fax)  
 225-3740 (Admin)

### Boys' Athletics

Bob Ekblom, BCC  
 Clint Layng, F, BBB  
 Troy Humphrey, WR  
 Dave Ternes, BGO  
 Sarah Layng, BTR

## Class B Panthers (Purple/Gold/White)

Tim Norbeck [tim.norbeck@jhs.k12.mt.us], Supt  
 Greg Liedle [greg.liedle@jhs.k12.mt.us], Prin  
 Dan Sturdevant [dan.sturdevant@jhs.k12.mt.us], AD  
 Joe Michaud [joe.michaud@jhs.k12.mt.us], Title IX  
 Pam Hanna (225-4007) [phanna@jeffersoncounty-mt.gov], Chem  
 Lorie Carey [lorie.carey@jhs.k12.mt.us], BusMgr

### Girls' Athletics

Nonathletics

Bob Ekblom, GCC  
 Mike Charlton, GBB  
 Mike Majors, VB  
 Dave Ternes, GGO  
 Erika Morris, GTE  
 Sarah Layng, GTR  
 Whitney Wallace, CH  
 Matthew Bowman, B, V  
 Maggie Staniec, DE, S  
 Mike Hesford, D

## JOLIET

PO Box 590  
 300 N Park St  
 Joliet, MT 59041  
 962-3541 962-3958 (Fax)

### Boys' Athletics

Doug Hatten, BCC, BTR  
 Garth Forney, F  
 Will Stovall, BBB

## Class B J-Hawks (Green/White)

Allison Evertz [aevertz@joliet.k12.mt.us], Supt  
 Marilyn Vukonich [mvukonich@joliet.k12.mt.us], Prin  
 Ryan Workman [rworkman@joliet.k12.mt.us], AD  
 Brice Turk [brturk@joliet.k12.mt.us], Title IX  
 Rebecca Abrams (850-5940), Trainer  
 Sheryl Roberts [sroberts@joliet.k12.mt.us], BusMgr

### Girls' Athletics

Nonathletics

Co-op w/ Columbus, GCC  
 John Nelson, GBB  
 Collette Webber, VB  
 Doug Hatten, GTR  
 No Cheer, CH  
 Karen McKay, B, V  
 Bob Reed, D, S

## JUDITH GAP

PO Box 67

## Class C Tigers (Royal Blue/Gold)

Annette Hart [ahart@judithgap.k12.mt.us], Supt, Prin, Chem

**Budget for each sport:**

Football	\$3500
Volleyball	\$900
Cross Country	\$600
Boys Basketball	\$900
Girls Basketball	\$900
Wrestling	\$1500
Track	\$900
Tennis	\$900
Cheer	\$350

**Jefferson High School District #1  
Board of Trustees**

**Superintendent's Report**

Date: October 20, 2015

Agenda Item: E-3

**3a-Student Count**

I have enclosed a copy of the October count from AIMS regarding the student population.

Currently Jefferson High School has 197 students enrolled traditionally and another 13 with YDI for a total of 210. I polled the elementary schools in the Jefferson High School District and here are the numbers of potential 9<sup>th</sup> graders next year currently enrolled in the 8<sup>th</sup> grade.

- Boulder Elementary 23
- Clancy Elementary 27
- Montana City 62
- Total 112

**3b-Commerical Energy contract**

Enclosed is a copy of the Commercial Energy contract offer for Jefferson High School. The contract allows for 1 and 2 year fixed rates, or a variable rate.

Recommendation – The one year contract is \$.50 cents lower than the 2014-15 contract and is my recommended choice for natural gas.





**Students Imported From AIM In  
Student Count For ANB  
Fall Student Count For ANB FY2016  
Count Date 10/05/2015  
0611 Jefferson High School**

<b>Total Counted For ANB for Grade 12</b>	<b>52</b>			
<b>Parttime Range 9-12</b>				
<b>&lt; 180 (N) 0</b>	<b>180-359 (Q) 0</b>	<b>360-539 (H) 1</b>	<b>540-719 (T) 0</b>	<b>Full-time (F) 208</b>
<b>Total Counted For ANB For Jefferson High School</b>	<b>209</b>			
<b>Total American Indian Students For Jefferson H S</b>	<b>15</b>			



*Your Total Energy Choice*

October 7, 2015

Tim Norbeck  
Jefferson High School  
312 South Main Street  
Boulder, MT 59632

**RE: NATURAL GAS PURCHASE AGREEMENT AMENDMENT**

Dear Tim,

Thank you for your four years of purchasing our Made-In-Montana natural gas. We offer two means of controlling gas costs for either one or two years. We ask that you initial the price option, sign and fax back.

**BY THIS AMENDMENT** of the End-User Natural Gas Purchase Agreement between Commercial Energy of Montana, Inc. (Seller), and Jefferson High School (Buyer), the following contract changes have been mutually approved by the parties:

\_\_\_\_\_ **ENERGY SAFE (Fixed) PRICE:** Buyer is guaranteed a Fixed Price of **\$3.50/dkt.** for all gas delivered beginning **December 1<sup>st</sup>, 2015** through **November 30<sup>th</sup>, 2016**. There are no true ups and after the fact reconciliations.

\_\_\_\_\_ **TWO YEAR ENERGY SAFE (Fixed) PRICE:** Buyer is guaranteed a Fixed Price of **\$4.00/dkt.** for all gas delivered beginning **December 1<sup>st</sup>, 2015** through **November 30<sup>th</sup>, 2017**. There are no true ups and after the fact reconciliations.

\_\_\_\_\_ **COLLARED PRICE:**

Buyer pays for each dekatherm of gas delivered at a guaranteed monthly price that is capped at **\$5.25/dkt.** including a **\$0.55/dkt** CE Management Fee and is floored at **\$2.25/dkt.** for all gas delivered beginning **December 1<sup>st</sup>, 2015** through **November 30<sup>th</sup>, 2016**. Monthly gas price is determined by taking the AECO-C (7A) Monthly Index plus the CE Management Fee within the Collared range. The CE fee covers the cost of creating the price cap. (For example, if the December 2015 Aeco price is \$12.40, since \$12.40 plus .55/dkt. is greater than \$5.25, Buyer will only pay the capped price of \$5.25/dkt.)

**UTILITY SERVICE RATE ADJUSTMENT:** Seller will perform for the Buyer an audit of Utility charges for transportation, transmission, or distribution delivery services, and utility user taxes for electricity and natural gas. Should Seller find a potential reduction in these fees, Seller will provide Buyer with a findings letter to reduce these fees, as well as to obtain potential refund(s) from Utility for previous overcharges. If Seller is successful in obtaining either reductions in fees or refunds from Utility, Seller will receive 33% of the savings generated for a period of 24 months. Seller's costs to capture these savings and/or refunds will be borne by Seller.



**COMMERCIAL ENERGY**

*Your Total Energy Choice*

**EXTENSION:** If neither party sends a written non-renewal notice to the other party at least fifteen (15) days prior to the beginning of the last delivery month, this Agreement automatically extends monthly at: (1) the same terms as in this Agreement; or (2) monthly price based on the month's AECO-C (7A) Monthly Index (as published in the Canadian Gas Price Reporter) plus Seller's risk management fee of **\$0.55/dkt**, whichever is greater, plus Seller's risk management fee of 5.0% on the AECO-C (7A) Monthly Index Price (as published in the Canadian Gas Price Reporter). Buyer's monthly price paid to Seller does not include Utility's shrinkage allowance.

This Extension is valid if signed and returned via fax to 406-873-2598 by October 9<sup>th</sup>, 2015. Should you have any questions, please call me. Thank you for the opportunity!

ACCEPTED BY:  
Jefferson High School

OFFERED BY:  
Commercial Energy of Montana, Inc.

\_\_\_\_\_  
Tim Norbeck                      Date: \_\_\_\_\_

\_\_\_\_\_  
Curry Stypula, Vice President                      Date: \_\_\_\_\_



## COMMERCIAL ENERGY

### *Your Total Energy Choice* GENERAL CONDITIONS

**VOLUME OBLIGATIONS:** Customer will purchase all natural gas measured at the Utility Meter from Seller during the term of this Agreement. Seller will deliver and supply all necessary gas to meet Customer's daily requirements. Seller shall be responsible for any shortfalls and/or penalties from any out of balance situations other than those arising from pipeline force majeure or Customer exceeding peak day requirements on a Critical Operating Day as declared by the Utility.

**PAYMENTS:** Billing and collection of Buyer's monthly gas supply will be performed by Seller. Amounts billed are due upon presentation of the invoice, and will be considered past due 15 days after the invoice date. Payments not received before any due date will incur a twenty five dollar (\$25) administrative charge per past due meter account and interest on all undisputed amounts from the due date until the date of payment, at the rate of twelve percent (12%) annually, or the maximum applicable lawful interest rate, whichever is less. Seller cannot be compelled to assign Buyer's transportation and storage management to another provider until such time as the amount due, including interest, is paid. However, if Buyer, in good faith, disputes the amount of any such billing or part thereof, and shall pay such amounts as it concedes to be correct, no suspension shall be permitted. Such disputes shall be resolved through arbitration.

**VENDOR MASTERFILE:** To ensure Seller receives all vendor notifications, Seller shall provide a W-9 for the Buyer to establish the Seller as a vendor within their Accounts Payable masterfile at time of initial contract acceptance.

**CHANGE IN METER STATUS:** In the event that any meter(s) disconnect, outstanding balances shall be treated as follows:

- (a) If other meter(s) are enrolled under this contract, balances from the disconnected meter will be transferred, and become due and payable.
- (b) Should all meters covered within this contract be disconnected, Seller will prepare and submit final bill inclusive of any outstanding balances, whether billed directly by the Seller or the Utility.

**JURISDICTION:** This Agreement shall be construed under the laws of the State of Montana.

**ASSIGNMENT:** Neither party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Consent to assignment shall not be unreasonably withheld.

**TITLE AND WARRANTIES:** Seller warrants that it will transfer good and merchantable title to all natural gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances and claims. Title and right of possession to all natural gas sold and delivered hereunder shall pass from Seller to Buyer at the Delivery Point, which shall mean the Buyer's Utility meter.

**FORCE MAJEURE:** If either party due to a condition of force majeure is unable to perform any obligation or condition of this Agreement, with the exception of paying debt, such obligation shall be suspended during the continuance of the inability. Force majeure shall include, without limitations, acts of God, failure of any pipeline or utility to accept or transport gas, strikes, lockouts, or labor disputes, fire, flood, storms, hurricanes or other natural occurrences, or any similar cause which is beyond the reasonable control of the party claiming force majeure. Economic hardship of either party shall not constitute a Force Majeure under this Agreement. A party that is delayed in performing or rendered unable to fulfill any of its obligations under this Agreement by Force Majeure shall notify the other party in writing as soon as possible and shall exercise due diligence to attempt to remove such inability with all reasonable dispatch.

**CREDIT:** Buyer credit standing is essential to Seller entering into and performing its obligations under this Agreement. Should Seller, at any time, become reasonably concerned about Buyer's credit quality (as a result, for instance, of two late payments in a six-month period or a credit rating agency red flag), Seller may require and Buyer will provide credit assurance in the form of a prepayment or cash deposit up to the amount of sixty (60) days exposure plus the Contract Value minus the Market Value for the remaining term. Seller will reasonably determine this amount, which must be funded within ten (10) business days of written request. Failure to fund the request is a Default event of the Buyer.

**FORWARD CONTRACT/EARLY TERMINATION:** This Agreement is a forward contract under the Federal Bankruptcy Code. In the event that Buyer or Seller shall: i) make an assignment or any general arrangement for the benefit of creditors; ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, iii) otherwise become insolvent, then such party will be in Default of this Agreement and this Agreement will terminate immediately. Seller shall have the right to suspend deliveries without prior notice. Buyer's early termination without cause shall be an event of default of this Agreement.

**DEFAULT:** In the event either party defaults ("Defaulting Party") in its obligations under the terms of this Agreement to the other party ("Performing Party") except to the extent excused by Force Majeure under this Agreement (which shall not include a delay in payment that is cured within 5 (five) business days of a written demand or any other failure of performance that is cured within 10 (ten) business days of a written demand from the Performing Party for corrective action), Performing Party shall have the right to establish an early termination date to this Agreement upon 10 business days written notice to the Defaulting Party. The Performing Party shall act reasonably to minimize its damages.



## COMMERCIAL ENERGY

*Your Total Energy Choice*

**DISPUTE RESOLUTION AND ARBITRATION:** The parties shall attempt to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, all claims and disputes that (1) are between Seller and Buyer and (2) arise out of, or relate to, this Agreement between Seller and Buyer or to their performance or breach (including any tort or statutory claim) ("Arbitrable Claims"), shall be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), in English within the state of Montana, within the County of Toole, before one neutral arbitrator who shall be a member of the AAA's Large Complex Case Panel. Upon the reasonable request of a party, specific documents relevant to the claim or dispute in the possession of the other party shall be made available to the requesting party not later than sixty (60) days after the demand for arbitration is served. The arbitrator may permit depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed two days. The award shall be rendered within 120 days of the demand for arbitration. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding the above, Buyer or Seller may bring court proceedings or claims against each other (i) solely as part of separate litigation commenced by an unrelated third party, or (ii) if not first sought from the arbitrator, solely to obtain in the state or federal courts in or for the state of Montana temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

**REMEDIES IN THE EVENT OF DEFAULT:**

(a) If Seller terminates this Agreement upon the default of Buyer, or Buyer terminates without cause, Buyer will pay Seller the following early termination payment, if a positive number: Contract Value minus Market Value.

(b) If Buyer terminates this Agreement upon the default of Seller, Seller will pay Buyer the following early termination payment, if a positive number: Market Value minus Contract Value.

(c) For purposes of this Section, "Contract Value" means the contract price of natural gas, per dekatherm hereunder, times Remaining Anticipated Usage. "Market Value" means the amount, as determined by the Non-Defaulting Party, less Costs, a bona fide third party would purchase or sell for the Remaining Anticipated Usage over the remaining term of the Agreement at current forward market prices. In determining "Market Value", the Non-Defaulting Party may consider, among other things, quotes from dealers in the wholesale energy industry, forward price valuations developed by the Non-Defaulting Party, and other bona fide offers from third parties, all as commercially available and adjusted for the length of the Remaining Term, as the Non-Defaulting Party reasonably determines. "Costs" mean brokerage fees, commissions and similar transaction costs reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating or liquidating any arrangement pursuant to which it has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. "Remaining Anticipated Usage" means the historical usage (in dekatherms), for the remaining term of the Agreement.

(d) If Seller Defaults on the Agreement and the Buyer finds a replacement alternate supplier, Seller should take direction from Buyer with regards to switching the accounts.

After termination, cancellation, or expiration, Buyer agrees that it will remit full payment of all amounts due under this Agreement within the Final Payment Period (which will be deemed to be the 20-day period following receipt of the invoice for the last period of deliveries hereunder). The applicable provisions of this Agreement will continue in effect after termination, cancellation, or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any other payment obligations hereunder. Buyer is responsible for all collection costs incurred by seller in the event of nonpayment.

**SURVIVAL:** Termination of this Agreement shall not relieve either Party from an obligation under this Agreement to pay amounts due to the other Party that were incurred prior to termination.

**LIMITATION OF LIABILITY:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

MINUTES

Jefferson High School Dist. 1  
Special Meeting

Sept. 14, 2015  
JHS Library

Board members present:

**Sabrina Steketee      Travis Pierce      Terry Street      Larry Rasch      Denise Brunett      Pat Lewis**

Administrators present:      Tim Norbeck, Superintendent      Lorie Carey, Business Manager  
Greg Liedle, Principal

Visitors: Brian Ehli, Mary Drynan, Mark Kelly, Jan Anderson, James Drynan, Sheila Drynan, Laura Butler, Fritz Bieler, Lynnsey Williams, Megan Marsh, Lori Giulio, Cathy Carey, Rik Evans, Lisa Fjeldseth

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CALL BOARD TO ORDER      Ms. Steketee called the meeting to order at 6:00 p.m.

PUBLIC COMMENT      None.

NEW BUSINESS      **Student Issue.** At 6:02 Ms. Steketee determined that the individual's right to privacy exceeded the public's right to know and closed the meeting. Ms. Anderson asked for some indication of the nature of the issue. Ms. Steketee responded that the issue involved a staff member and a student.

ADJOURNMENT      At 7:12 the open part of the meeting resumed. Ms. Steketee stated that no board action would be taken at this time.

The meeting adjourned at 7:12 p.m.

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Chair, Jefferson High School Board

Clerk, Jefferson High School Board

MINUTES

Jefferson High School Dist. 1  
Regular Meeting

September 15, 2015  
JHS Board Meeting

Board members present:

**Sabrina Steketee**  
**Travis Pierce**

**Terry Street**  
**Larry Rasch**  
Denise Brunett

**Pat Lewis**  
**Denise Brunett**

Board members absent:

Administrators present:

Tim Norbeck, Superintendent

Greg Liedle, Principal

Lorie Carey, Business Manager

Visitors: Jan Anderson, Colette LeMieux, Kelli Street, Eric Rosenbaum, Katy Twichel, Jady Armstrong, Breanna Rykal, Leah Vossler, Maddy Butler, Danielle Bullock, Madison Powers, Paige Yanzick, Abbey Charlton, Ellie Evertz, Liudmila Karaseva

**CALL BOARD TO ORDER** Ms. Steketee called the meeting to order at 6:30. The pledge was said.

**ANNOUNCEMENTS AND PUBLIC COMMENT** None.

**STUDENT REPORT** Abby Miller gave a short report that was also presented in written form.

**COMMITTEE REPORTS** **Committee reports:** Ms. LeTexier reported that Tech met and then updated the board. November 17 is the deadline for the tech book. Policy met briefly Monday, Sept 14 and will meet again Sept 22.

**CLERK REPORT** **Clerk Report.** Submitted in writing.

**PRINCIPAL REPORT** **Principal report.** A discussion of the uniform rotation ensued. Volleyball parents and students spoke to try to get warm-ups for the team. The uniform rotation developed 2 years ago, did not include warm-ups for volleyball, nor does it for football. The rotation was changed so that uniforms were replaced every 4-5 years rather than 7 and includes a 5<sup>th</sup> year for warm-ups if needed. There was some discussion about what makes up each individual sport's uniform. Each sport has such diverse needs that monetarily, they don't appear to be "fair". However, Title 9 does not require that the dollar amount be the same. Research will be done to determine if district provision of volleyball warm-ups at this time would be permissible, affordable and comparable so that they could go ahead and order them now in time for tournaments. This does not require board approval. Administration will prepare and present at the October board meeting an overview of the process with an emphasis on understanding exactly what each sports team receives and how we meet our equity responsibility.

**SUPERINTENDENT REPORT** **Superintendent report.** Presented in written form.

**UNFINISHED BUSINESS** None.

**NEW BUSINESS** **Personnel.**  
**Substitutes** K. Richardson and M. Spreadbury were recommended as substitute teachers. Mr. Pierce moved to accept the nomination. Ms. Lewis seconded the motion which passed unanimously by all (except Mr. Rasch who was out of the room).  
**Coaching Vacancies:** Emma Ehret was recommended as GBB Asst. Ms. Lewis moved to approve the recommendation. Mr. Pierce seconded the motion which passed unanimously.  
**Change in FTE/Staffing:** Mr. Norbeck recommended adding 1/14 co-teaching position for the technical math position and Mr. Andariese for that position. Mr. Rasch moved to accept that recommendation. Ms. Lewis seconded the motion which passed unanimously. He also recommended Mr. Layng for a 1/7 strength training position. (this would take the place of one of his paraprofessional periods) Mr. Pierce moved to accept the recommendation and Mr. Rasch seconded the motion which passed unanimously. .

**Board Self-Evaluation (addressed at previous meeting).**

**Teacher Strategic Planning Meeting follow-up.** Reviewed of the progress made on some of the items mentioned. (Ms. Lewis left at 8:00 p.m.). October Planning Meeting will be held October 17<sup>th</sup> from 8:00 a.m. to noon.

**Approval of Attendance Agreements.** Ms. LeTexier moved to approve the agreements for students at AYA. Mr. Pierce seconded the motion which passed unanimously by those present.

COMMUNICATION AND  
COMMENTS

**Letters.** None.

COMMENDATIONS AND  
RECOGNITION

**Commendations.** Ms. LeTexier commended the counselor for his information, especially for seniors and their parents, on the website. Ms. Steketee commended Mr. Liedle for the Open House held. Ms. Brunett has heard that Mr. Liedle and Mr. Norbeck are available and approachable.

CONSENT AGENDA

**Minutes** Mr. Pierce moved to accept the minutes and claims. Mr. Rasch seconded the motion which passed unanimously with the abstention of Ms. LeTexier and absence of Ms. Lewis.

FOLLOW UP  
/ADJOURNMENT

**Follow-up/Adjournment.** Technology discussion. Transportation discussion. Uniform Rotation. The meeting adjourned at 8:27 p.m.

Chair/Superintendent article

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Chair, Jefferson High School Board

Clerk, Jefferson High School Board



09/24/15  
10:39:04

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 9/15

Page: 1 of 8  
Report ID: AP100H

High School

\* ... Over spent expenditure

Claim Warrant	Vendor #/Name	Claim \$					
Line #	Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct/Source/ Prog-Func	Obj	Proj
16679	374 BLUE CROSS & BLUE SHIELD	584.00					
1	Ret., Insurance	584.00*		201	100-1000	260	
	<b>Claim Total for District</b>	<b>584.00</b>					
16680	1183 HARLOW'S SCHOOL BUS SERVICE, INC.	31,166.30					
1	08/15/15 Sept Contract	15,583.15*		210	100-2700	513	
2	09/15/15 Oct contract	15,583.15*		210	100-2700	513	
	<b>Claim Total for District</b>	<b>31,166.30</b>					
16681	1086 GIULIO DISPOSAL SERVICES, INC.	155.00					
1	88795 08/31/15 Disposal fees.	155.00*		201	100-2600	431	
	<b>Claim Total for District</b>	<b>155.00</b>					
16682	1579 MARC	584.02					
1	0560926 09/04/15 urinal screens	564.00	8758	201	999		
	PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-610-						
2	0560926 09/04/15 urinal screens	20.02*		201	100-2600	615	
	<b>Claim Total for District</b>	<b>584.02</b>					
16683	968 FLINN SCIENTIFIC INC.	25.00					
1	1900245 09/10/15 biology supplies	25.00	8738	201	999		
	PO Accounting (Org/Prog/Func/Obj/Proj: -100-1511-610-						
	<b>Claim Total for District</b>	<b>25.00</b>					
16684	2717 CITY OF BOULDER	1,394.00					
1	09/02/15 water	546.56*		201	100-2600	421	
2	09/02/15 sewer	765.44*		201	100-2600	421	
3	09/02/15 water	34.16*		201	100-2600	421	
4	09/02/15 sewer	47.84*		201	100-2600	421	
	<b>Claim Total for District</b>	<b>1,394.00</b>					
16685	1256 INSTY PRINTS	58.65					
1	81294 08/31/15 photo collage	58.65*		201	100-2300	800	
	<b>Claim Total for District</b>	<b>58.65</b>					
16686	3766 ACADIA MONTANA	171.67					
1	9048907 09/14/15 medicoid warrant	171.67*		215	280-1000	330	524
	<b>Claim Total for District</b>	<b>171.67</b>					
16687	385 BOULDER MONITOR & JEFFERSON CO.	11.00					
1	00019015 08/04/15 budget meeting notice	11.00*		201	100-2300	540	
	<b>Claim Total for District</b>	<b>11.00</b>					
16688	1377 JOHNSON CONTROLS	5,830.00					
1	1-24342554 08/22/15 field equip controller	5,830.00	8625	201	999		
	PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-730-						
	<b>Claim Total for District</b>	<b>5,830.00</b>					

09/24/15  
10:39:05

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 9/15

Page: 2 of 8  
Report ID: AF100E

High School

\* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Claim \$					
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct/Source/ Prog-Func	Obj	Proj
16689		1737 NORTHWESTERN ENERGY	2,019.00					
1		Sept 09/01/15 Elec	1,725.86*		201	100-2600	412	
2		Sept 09/01/15 Gas	293.14*		201	100-2600	411	
		Claim Total for District	2,019.00					
16690		859 EPES SOFTWARE, INC.	126.00					
1		08/28/15 Activities Acct Software	126.00*		201	100-2400	680	
		Claim Total for District	126.00					
16691		4168 CENGAGE LEARNING	605.00					
1		55923156 08/28/15 1-16 workbooks	605.00	8706	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj): -390-1170-640-						
		Claim Total for District	605.00					
16692		2138 PRICKLY PEAR COOPERATIVE	460.00					
1		07/14/15 PIR Training	460.00*		215	494-1000	321	229
		Claim Total for District	460.00					
16693		2366 SIMPLEXGRINNELL	429.35					
1		78050349 08/31/15 Alarm Contract	429.35*		201	100-2600	440	
		Claim Total for District	429.35					
16694		157 HARDWARE HANK	810.52					
1		80448 08/01/15 elbow, adapter, locknut	7.25*		201	100-2600	615	
2		80450 08/01/15 coupling	4.98*		201	100-2600	615	
3		80475 08/03/15 tack cloth, adapter hose	15.46*		201	100-2600	615	
4		80502 08/04/15 caulk	8.97*		201	100-2600	615	
5		80624 08/07/15 screw, nutsetter	7.84*		201	100-2600	615	
6		80685 08/10/15 screwdriver bit set	24.99*		201	100-2600	615	
7		80701 08/10/15 cring	0.79*		201	100-2600	615	
8		80729 08/11/15 bolt, flatwasher, woodspade	9.46*		201	100-2600	615	
9		80735 08/12/15 long nose pliers	19.89*		201	100-2600	615	
10		80772 08/13/15 roller foam cover, cheesecloth	15.96*		201	100-2600	615	
11		80848 08/14/15 bolt, nut hex, screws	8.49*		201	100-2600	615	
12		80884 08/17/15 mounting tape/squares	11.48*		201	100-2600	615	
13		80885 08/17/15 primer, paint brush	110.72*		201	100-2600	615	
14		80981 08/20/15 faucet	28.99*		201	100-2600	615	
15		81000 08/21/15 pex adapt, flf coup	39.12*		201	100-2600	615	
16		81001 08/21/15 silicone, jigsaw blade	24.94*		201	100-2600	615	
17		81003 08/21/15 demount clip, sharkbite clip	5.98*		201	100-2600	615	
18		81031 08/21/15 steel pipe, cut & thread pipe	73.97*		201	100-2600	615	
19		81032 08/21/15 cap	59.80*		201	100-2600	615	
20		81081 08/24/15 coupling, pex elbow	87.89*		201	100-2600	615	
21		81115 08/25/15 crimp tool, cloth, pipe pex	164.46*		201	100-2600	615	
22		81127 08/25/15 socket adapter	4.99*		201	100-2600	615	
23		81184 08/26/15 socket adapter	7.78*		201	100-2600	615	

09/24/15  
10:39:05

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 9/15

Page: 3 of 8  
Report ID: AP100H

High School

\* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Claim \$					
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct./Source/ Prog-Func	Obj	Proj
24		81269 08/29/15 thread rod, flatwasher	25.60*		201	100-2600	615	
25		81270 08/31/15 thread rod, flatwasher	31.73*		201	100-2600	615	
26		81273 08/31/15 masonry bit percuss	8.99*		201	100-2600	615	
		<b>Claim Total for District</b>	<b>810.52</b>					
16695		4761 PEAK 1 ADMINISTRATION	75.00					
1		20262a 07/15/15 JHS Portion	75.00*		201	100-1000	260	
		<b>Claim Total for District</b>	<b>75.00</b>					
16696		1211 INNOVATIONS ASSOCIATES	139.00					
1		3511 current events sweepstake	130.00	8746	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1571-650-						
2		3511 09/14/15 current events sweepstake	9.00*		201	100-1571	650	
		<b>Claim Total for District</b>	<b>139.00</b>					
16697		1002 GENERAL DISTRIBUTING	786.24					
1		00366819 fuels	786.24	8701	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1640-610-						
		<b>Claim Total for District</b>	<b>786.24</b>					
16698		1002 GENERAL DISTRIBUTING	6.59					
1		0066813 welding repairs	6.59	8702	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1640-440-						
		<b>Claim Total for District</b>	<b>6.59</b>					
16699		3374 J.W.PEPPER & SON, INC.	324.04					
1		03446765 09/02/15 musical selections	175.94	8174	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1470-610-						
2		03446765 09/02/15 music selections	148.10	8747	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1470-610-						
		<b>Claim Total for District</b>	<b>324.04</b>					
16700		1650 MEADOW GOLD GREAT FALLS	233.06					
1		60206528 09/03/15 milk	73.59*		201	910-3100	630	
2		60206530 09/03/15 milk	12.29*		201	910-3100	630	
3		60206697 09/14/15 milk	73.59*		201	910-3100	630	
4		339860 09/17/15 Milk	73.59*		201	910-3100	630	
		<b>Claim Total for District</b>	<b>233.06</b>					
16701		2129 PICCOLO'S MUSIC	84.85					
1		3733 09/04/15 instrument parts	75.00	8506	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1470-440-						
2		3733 09/04/15 instrument parts	9.85*		201	100-1470	440	
		<b>Claim Total for District</b>	<b>84.85</b>					

09/24/15  
10:39:05

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 9/15

Page: 4 of 8  
Report ID: AP100H

High School  
\* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Claim \$					
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct/Source/ Prog-Func	Obj	Proj
16702		1451 L & P GROCERY	473.67					
1		0249072091 09/18/15 BBQ meat	458.38*		201	100-2300	800	
2		0240418083 08/31/15 milk (frig froze)	15.29*		201	910-3100	630	
		Claim Total for District	473.67					
16703		3850 SUPERIOR SHARPENING	151.00					
1		399514k 02/27/15 knife repair	151.00*		201	390-1641	440	
		Claim Total for District	151.00					
16704		764 TERNES, DAVE	65.00					
1		300 07/30/15 coaches clinic	65.00*		201	720-3500	582	
		Claim Total for District	65.00					
16705		4633 COMMERCIAL ENERGY OF MT INC.	234.20					
1		NWE031140 09/03/15 Gas	230.46*		201	100-2600	411	
2		NWE031141 09/06/15 Gas	3.74*		201	100-2600	411	
		Claim Total for District	234.20					
16706		4791 CCCS/RYO	70.00					
1		201563 06/23/15 Ward tuition	70.00		213	100-1000	563	
		Claim Total for District	70.00					
16707		394 BURDICKS LOCKSMITH	4,306.00					
1		213 07/07/15 lock control, 8dr panel	4,131.00	8643	261	999		147
		PO Accounting (Org/Prog/Func/Obj/Proj: -190-2600-660-147						
2		213 07/07/15 lock control,power supply	175.00*		261	190-2600	660	147
		Claim Total for District	4,306.00					
16708		173 ARCHIE BRAY FOUNDATION	830.69					
1		50058 09/11/15 art supplies	433.45	8167	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1140-610-						
2		50058 09/11/15 clay and tools	397.24	8732	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1140-610-						
		Claim Total for District	830.69					
16709		4538 ALLTEMP HEATING AND COOLING, INC.	642.82					
1		4290 09/09/15 ice machine repair	642.82*		201	100-2600	440	
		Claim Total for District	642.82					
16710		4672 ITC INFORMATION TECHNOLOGY CORE	9,615.00					
1		795772 07/27/15 network software	3,850.00*	8688	228	100-4600	680	
2		795772 07/27/15 wireless hardware	5,765.00*	8688	228	100-4600	660	
		Claim Total for District	9,615.00					

09/24/15  
10:39:05

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 9/15

Page: 5 of 8  
Report ID: AP100H

High School

\* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Claim \$					
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct/Source/ Prog-Func	Obj	Proj
16711		1451 L & P GROCERY	41.40					
1		0227098090 09/02/15 FCS groceries	20.13	8618	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
2		0227002082 08/27/15 FCS groceries	10.53	8618	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
3		0254028091 09/13/15 biology supplies	10.74	8736	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1511-610-						
		<b>Claim Total for District</b>	<b>41.40</b>					
16712		3959 AMERICAN EXPRESS	246.94					
1		515421 08/21/15 fcs, culinary, prostart	56.25	8165	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
2		515421 08/21/15 FCS groceries	5.31	8620	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
3		570695 08/21/15 FCS groceries	67.96	8620	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
4		1564165 08/21/15 FCS groceries	7.97	8620	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
5		580638 08/23/15 FCS groceries	45.66	8620	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
6		545411 08/21/15 FCS groceries	63.79	8620	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-						
		<b>Claim Total for District</b>	<b>246.94</b>					
16713		4678 NORBECK, TIM	40.29					
1		6686 09/01/15 oil for car	5.79*		201	100-2300	582	
2		09/01/15 mileage to Helena meeting	34.50*		201	100-2300	582	
		<b>Claim Total for District</b>	<b>40.29</b>					
16714		3402 CAREY, LORIE	80.50					
		Bond and veteran clerk workshops						
1		09/17/15 Ezmn workshop mileage	80.50*		201	100-2500	582	
		<b>Claim Total for District</b>	<b>80.50</b>					
16715		4370 STURDEVANT, DANIEL	18.79					
1		190559 08/25/15 drill bit	18.79*		201	100-2600	615	
		<b>Claim Total for District</b>	<b>18.79</b>					
16716		3602 POWER TOWNSEND	44.90					
1		456451 08/28/15 chemistry sink parts	44.90*		201	100-2600	615	
		<b>Claim Total for District</b>	<b>44.90</b>					
16717		4754 NORRIS, MELISSA	193.50					
1		09/07/15 accompanist 10.75 @ 18	193.50*		201	710-3400	330	
		<b>Claim Total for District</b>	<b>193.50</b>					

09/24/15  
10:39:05

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 9/15

Page: 6 of 8  
Report ID: AP100H

High School

\* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Claim \$				Acct/ Source/		
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Prog-Func	Obj	Proj	
16718		4717 Mastercard Admin 1	3,317.33						
1		08/05/15 smore.com	19.00*		201	100-2300	680		
2		201438 08/20/15 blinds	47.94	8678	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-615-							
3		10849142 08/17/15 blinds invoice minus credit	155.82	8678	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-615-							
4		5312262 08/25/15 dual credit spanish 101	64.75	8263	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1000-640-							
5		9687403 08/25/15 supplies	195.39	8162	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -390-1710-610-							
6		00062210 08/07/15 turn it in software	1,467.00	8640	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1000-680-							
7		8784902200 08/31/15 business books	1,260.50	8200	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1000-610-							
8		8784902200 08/31/15 books	80.93	8292	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1000-640-							
9		244555 09/04/15 survey monkey	26.00	8200	201	999			
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-1000-610-							
		<b>Claim Total for District</b>	<b>3,317.33</b>						
16719		4726 Mastercard Maintenance	812.13						
1		8849-3 08/17/15 shed paint	812.13*		201	100-2600	610		
		<b>Claim Total for District</b>	<b>812.13</b>						
16720		4718 Mastercard Admin 2	694.08						
1		cq236053 08/06/15 chem lab sinks	661.08*		201	100-2600	660		
2		142822 08/23/15 staff welcome	33.00*		201	100-2300	800		
		<b>Claim Total for District</b>	<b>694.08</b>						
16721		4786 MC Mastercard	1,728.37						
1		129853 09/02/15 10-6" Siding brake	1,433.24*	8777	215	451-1641	660	225	
		MODERN BUILDERS SUPPLY							
2		129853 09/02/15 cutoff tool with case	295.13*	8777	215	451-1641	660	225	
		MODERN BUILDERS SUPPLY							
		<b>Claim Total for District</b>	<b>1,728.37</b>						
16723		4725 Mastercard PCS	745.00						
1		204044-k2f 05/28/15 chief architect premier 1	745.00	8604	215	999		201	
		PO Accounting (Org/Prog/Func/Obj/Proj: -451-1710-680-201							
		<b>Claim Total for District</b>	<b>745.00</b>						
16724		4637 Mastercard	1,385.43						
1		204123-N3X 05/29/15 chief architect meeting p	886.45*	8615	215	451-1640	582	225	
2		234503 09/03/15 Architect class meal	24.09*	8614	215	451-1640	582	225	
3		37535 09/04/15 Architect class	412.92*	8614	215	451-1640	582	225	
4		1048611 09/01/15 Architect class	12.07*	8614	215	451-1640	582	225	

High School

\* ... Over spent expenditure

Claim	Warrant	Vendor #/Name	Claim \$			Acct/Source/		
Line #		Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Prog-Func	Obj	Proj
5		134759 09/04/15 Architect class	22.90*	8614	215	451-1640	582	225
6		2097261 09/03/15 Architect class	15.94*	8614	215	451-1640	582	225
7		2097261 09/03/15 Architect class	11.06*		215	451-1640	582	225
		<b>Claim Total for District</b>	<b>1,385.43</b>					
16725		4719 Mastercard Activity 1	138.17					
1		033664 08/22/15 spray gun	20.97*		201	720-3500	610	
2		694004 08/22/15 painting supplies	109.41*		201	720-3500	610	
3		164348 08/22/15 painting supplies	7.79*		201	720-3500	610	
		<b>Claim Total for District</b>	<b>138.17</b>					
16727		3219 LIFE TRACK SERVICES, INC.	675.00					
1		order form 09/09/15 exit surveys	675.00*	8799	201	100-2100	610	
		<b>Claim Total for District</b>	<b>675.00</b>					
16728		1823 MT BROOM & BRUSH COMPANY	144.00					
1		1081943 08/18/15 brushes,tissue,cleaners,e	15.00	8755	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-610-						
2		1081943 08/18/15 t-cell dispensers	129.00*	8787	201	100-2600	615	
		<b>Claim Total for District</b>	<b>144.00</b>					
16729		612 SUPPLYWORKS	971.10					
1		345617807 08/26/15 drinking fountains	32.95	8275	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-660-						
2		346931025 09/11/15 endbac aerosol spray dis	297.60*	8788	201	100-2600	610	
3		345617807 08/26/15 prep pads	101.75*		201	100-2600	610	
4		0 08/12/15 prep pads	538.80*		201	100-2600	610	
		<b>Claim Total for District</b>	<b>971.10</b>					
16730		1823 MT BROOM & BRUSH COMPANY	74.85					
1		1082414 08/20/15 urinal screens	74.85*		201	100-2600	610	
		<b>Claim Total for District</b>	<b>74.85</b>					
16731		3186 TRI-COUNTY MECHANICAL &	3,700.00					
1		15426-2 08/31/15 west entrance heater	164.00	8629	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-440-						
2		15426-2 08/31/15 south gym entry heater	2,088.00	8630	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-440-						
3		15426-2 08/31/15 south gym bathroom heater	1,448.00	8767	201	999		
		PO Accounting (Org/Prog/Func/Obj/Proj: -100-2600-440-						
		<b>Claim Total for District</b>	<b>3,700.00</b>					
		<b>Total High School</b>	<b>77,518.45</b>					

09/24/15  
10:39:05

JEFFERSON HIGH SCHOOL  
Fund Summary for Claims  
For the Accounting Period: 9/15

Page: 8 of 8  
Report ID: AP110H

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Fund/Account	Amount
201 HIGH SCHOOL GENERAL FUND	
101	\$27,870.68
210 HIGH SCHOOL TRANSPORTATION FUN	
101	\$31,166.30
213 HIGH SCHOOL TUITION FUND	
101	\$70.00
215 HIGH SCHOOL MISC PROGRAMS FUND	
101	\$4,490.47
228 TECHNOLOGY FUND	
101	\$9,615.00
261 HIGH SCHOOL BUILDING RESERVE F	
101	\$4,306.00
	<b>Total</b>
	\$77,518.45
	<b>Grand Total</b>
	\$77,518.45

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10/02/15  
10:52:51

JEFFERSON HIGH SCHOOL  
Claim Approval List  
For the Accounting Period: 10/15

Page: 1 of 2  
Report ID: AP100H

High School  
\* ... Over spent expenditure

Claim Warrant	Vendor #/Name	Claim \$				
Line #	Invoice #/Inv Date/Description	Line Amount	PO #	Fund Org	Acct/Source/ Prog-Func	Obj Proj
16733	1183 HARLOW'S SCHOOL BUS SERVICE, INC.	15,583.15				
1	Nov 10/01/15 route contract	15,583.15*		210	100-2700	513
	Claim Total for District	15,583.15				
16741	4374 UNITED STATES POSTAL SERVICE	2,000.00				
1	yearly postage	2,000.00*		201	100-2400	532
	Claim Total for District	2,000.00				
16742	374 BLUE CROSS & BLUE SHIELD	584.00				
1	Nov15 11/01/15 Retiree premium	584.00*		201	100-1000	260
	Claim Total for District	584.00				
16743	4498 LERUM AUTO	919.95				
1	October 10/02/15 Tires, oil change, wiper blad	419.95*		218	100-1000	440
2	October 10/02/15 Tires, oil change, wiper blad	500.00*		201	100-2600	440
	Claim Total for District	919.95				
	Total High School	19,087.10				

10/02/15  
10:52:52

JEFFERSON HIGH SCHOOL  
Fund Summary for Claims  
For the Accounting Period: 10/15

Page: 2 of 2  
Report ID: AP110H

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Fund/Account	Amount
201 HIGH SCHOOL GENERAL FUND	
101	\$3,084.00
210 HIGH SCHOOL TRANSPORTATION FUN	
101	\$15,583.15
218 HIGH SCHOOL TRAFFIC EDUCATION	
101	\$419.95
<b>Total</b>	<b>\$19,087.10</b>
<b>Grand Total</b>	<b>\$19,087.10</b>

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