

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

**\* 6:30 p.m. Tuesday, June 19, 2018 \***

**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. The Board will not take action on items in a report unless the item appears as an action item in the new or unfinished business sections of the agenda.*

1. Clerk/Business Manager
2. Principal/A.D.
3. Superintendent
  - a. Energy Audit
  - b. Academic Update
  - c. Fee Schedule
  - d. Faculty Update
  - e. Summer Building Update

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

1. Transportation Survey review/approve -update on progress
2. Sports and activities program survey

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

1. Personnel – Action
  - a. Substitute applications – C. Binkowski
  - b. Resignations – A. McCauley – Cheer coach
  - c. Superintendent evaluation - possible closed session Policy 6110
  - d. English position - recommendation
  - e. Literacy coach - recommendation
  - f. Coaching recommendations/evaluations – possible closed session
2. Approval of Attendance Agreements – AYA/Elk Park/North end
3. Retirement Fund Budget Amendment Resolution
4. Prickly Pear Representative and Agreement
5. Literacy Grant Update
6. Asset Disposal
7. MOUs/Interlocal Agreements with Boulder Elementary School
  - a. School Foods
  - b. WEX Fuel Purchasing
  - c. Literacy Grant
8. 1<sup>st</sup> Reading Policies
  - a. 3121 Enrollment and Attendance ESSA language added
  - b. 3300 Suspension and Expulsion – Corrective Action and Punishment (Committee did not recommend)
  - c. 4330f School Facilities/Grounds Use and Liability Release Agreement
  - d. 5330 Maternity Leave
  - e. 5329 and 5329P Long-Term Illness/Temporary Disability/Maternity Leave
  - f. 8100 Transportation
  - g. 3126FE Proficiency-Based ANB Required new policy
  - h. 2150 Suicide Awareness – Required Policy
  - i. 4600 Removal due to repeal of NCLB
  - j. 5120 Removal of NCLB reference
  - k. 5220 Recommended policy to adopt ESSA language
  - l. 5420 Corrected terminology due to repeal of NCLB
  - m. 5420 ESSA Qualification Notifications

**A. Communication and Comments**

1. Letters to the Board – Resignations – A. McCauley (cheer coach)

**B. Commendations and Recognition**

**C. Consent Agenda**

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

**D. Follow-up/Adjournment – upcoming three months**

1. Chair/Superintendent article for paper
2. July – budget meeting requirements, substitute rate of pay, tuition rates, credit card list.

**NEXT REGULARLY SCHEDULED HIGH SCHOOL BOARD MEETING: June 19, 2018 6:30 P.M. 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 Steketee, chair (Boulder area position)  
Travis Pierce vice-chair (At-Large 2 position)  
Larry Rasch (At-Large 3 position)

Pat Lewis, (At-Large 1 position)  
Terry Street (Clancy area position)

Stacy Hale (Basin area position)  
Denise Brunett (MT City area position)

**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 others 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 is 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.

From the desk of:

*£ orie*

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June 2018

## **GENERAL REPORT ITEMS**

### PAYROLL REPORT

Payroll warrants were approved by the superintendent and paid in May and June.

### MASBO REGION 4

The summer conference is(was) June 12-15. Tuesday is a day-long training/review with Black Mountain Software. Wednesday through Friday is the meat of the conference with several 50<sup>th</sup> anniversary activities planned. As always, I hope to come back bolstered by the activities, trainings, and comradery with my peers.

### YEAREND PLANNING

Mr. Norbeck and I have been working on the yearend possibilities and should have those decisions completed shortly.

### GENERAL BUSINESS MANAGER SUMMER WORK

Every school year end, I am asked how I am enjoying the break. My reply is that I enjoy wearing casual clothing and it is a little quieter but I am still at work. Funny how people don't realize the job of the business manager, and the superintendent for that matter. Some of the items on which I'm working this month are grant closeouts, final payrolls, payroll reporting, balancing for the year, yearend purchasing, and preparing next year's budget information to name a few.

6/14/18

## JEFFERSON HIGH SCHOOL PRINCIPAL REPORT

First week on the job has been eventful.

Mr. Sturdevant and I attended the summer Class B meeting in Choteau on June 9-11. Items discussed were as follows:

- There was a review of all-conference and all-state selection procedure for football. The group passed that there will be 5 offensive linemen, 1 quarterback, 4 running back/wide receivers, 1 tight end/flex player, and 1 athlete (listed at position). The change was made to allow conferences the flexibility to select players based on offensive formations deemed appropriate for each conference.
- There were many wrestling proposals. The largest debate was over going to two divisions instead of the current 4 divisions. Proponents of two divisions want a more competitive state tournament. We offered a proposal in opposition to the two divisions to seed the state tournament in the current 4 division format. The two division proposal won 16-8, with 4 not present, yet there are 16 C schools allowed to vote. It looks that the proposal will fail for the 3<sup>rd</sup> straight year, but is gaining some momentum. We will continue to promote 4 divisions with state tournament seeding.
- Class B adopted the further use of the Trackwrestling program to input and run all meets and tournaments.
- Panther football coach Clint Layng was commended by the body for being the only coach in Class B to have all the pre-game application and fund raising monies in on time for the Class B All Star Game.
- Class B will review the qualifying standards for track and field.

Tuesday and Wednesday (June 12-13) the staff participated in Literacy training. Tuesday the leadership team met and set goals with Ms. Liz Tuss from OPI. Wednesday the staff meet with Ms. Amy Van Ravenswaay, from VR Consulting. The staff was introduced to the writing framework for the literacy grant. Everyone in attendance seemed engaged and enthusiastic about the possibilities. Our next meetings with Ms. Van Ravenswaay will be October 11 and 12.

Respectfully Submitted by:

Mr. Mike Moodry

JHS Principal



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

**Superintendent's Report**

Date: June 19, 2018

Agenda Item: F-3

**3a-Energy Audit**

McKinstry Engineering provided an overview of an energy analysis for Jefferson High School and the possible energy savings for the district. The information provides areas of savings and other programs offered. I have asked them to come and present at the July board meeting

**Recommendation**

Review goals and provide feedback to prioritize areas for each goal.

**3b –Academic Update**

**Instructional progress**

The Literacy grant will begin its first year in 2018-19. Workshops have already started and implementation goals are being formulated to increase literacy across all curriculum areas.

Expanded offering will occur in mathematics. A dual credit math class will be offered if enough students are interested. Mrs. Bailey has been approved by Helena College to teach MA 121, the math course required for any students who attend state schools in Montana. Additional classes and programs are in the developmental as additional opportunities are explored for expanded student learning in other curriculum areas.

**3c – Fee schedules**

Attached is the student fee schedule for 2018-19 class offerings.

**Recommendation**

Adopt current fee schedule.

**3d– Faculty Update**

The part time math teacher will now be a 1.0 FTE for the 2018-19 school year. An Instructional Coach has been hired as part of the Literacy grant and will be funded by the grant for the next 3 years. I am currently working on an advertisement for a Spanish teacher for 2 periods.

### **3e – Summer building update**

The main goal for this summer is bringing the 2 rooms in the modular complex back into use. One will be used for classroom instruction and the second for testing, etc. A new exterior door will be installed near the district office and a number of out buildings will have new roofs installed. Exploring the possibility of replacing the counters and back splash in the FCS room.

## **INTERLOCAL AGREEMENT**

### **JEFFERSON HIGH SCHOOL BOULDER ELEMENTARY INTERLOCAL CONSORTIUM AGREEMENT FOR THE PURCHASE OF FUEL**

THIS JEFFERSON HIGH SCHOOL BOULDER ELEMENTARY INTERLOCAL CONSORTIUM AGREEMENT FOR THE PURCHASE OF FUEL ("Interlocal Agreement") is made and entered into as of August 15, 2018 (the "Effective Date"), by and between the respective governing bodies of the undersigned School Districts (hereinafter referenced individually as a "District" and collectively as the "Districts," "Participating Districts," "Groups" and/or "Parties"): Boulder Elementary School, Jefferson High School, and any additional school district and other entity eligible to participate by law which become a party to this Interlocal Agreement in the future. All entities which are now, or in the future, parties to this Interlocal Agreement, shall be included in the definition of "District," "Districts," "Participating Districts," "Groups" and/or "Parties" for the purposes of this Interlocal Agreement.

#### **WITNESSETH:**

**WHEREAS**, the purpose of this Interlocal Consortium Agreement is to form a Consortium to provide for joint purchasing of fuel for the operation of each district's vehicles and for the busses under contract with the independent contractor;

**WHEREAS**, the Parties wish to enter into an agreement pursuant to the laws of the State of Montana, to wit: §20-3-363, MCA, Title 7, Chapter 11, Part 1, MCA, Title 20, Chapter 9, Part 7, MCA; and

**NOW, THEREFORE**, for and in consideration of the execution of this Interlocal Consortium Agreement and the mutual promises and covenants contained herein, the Parties agree, renew and confirm their intention to enter into this Interlocal Consortium Agreement under the terms, conditions and covenants contained herein, and it is hereby mutually agreed as follows:

1. As of the Effective Date set forth above, the Parties desire and agree to form a Consortium to provide for the purchase of fuel for the operation of each district's vehicles and for the busses under contract with the independent contractor.
2. The Consortium will be funded by each District through transfers into the Interlocal Agreement Fund in accordance with the laws of the State of Montana.
3. Expenses – Each District is responsible to pay its respective costs for fuel to the Interlocal Fund established by Jefferson High School. The Business Manager for Jefferson High School will be responsible for the payment to WEX for fuel.



4. Funds remaining in the Interlocal Agreement Fund at fiscal year-end will be carried forward for the purpose of accumulating reserves to support future Consortium obligations.

5. Term/Termination.

- a. The initial term of this Interlocal Consortium Agreement shall be for five (5) years commencing on August 15, 2018, and expiring at midnight on August 14, 2023, unless terminated earlier, and subject to renewal absent notice as set forth herein. This Interlocal Consortium Agreement may be terminated in its entirety during the initial or any subsequent term by the written agreement of all Participating Districts.

If this Interlocal Consortium Agreement is terminated early, or is not renewed by all Parties after the expiration of the initial term (or the expiration of any renewal term), each District shall be responsible for all of such District's fuel expense obligations.

- b. A District may be terminated during the initial term or any subsequent term due to a breach of terms described in this agreement. Said District shall be responsible for all such District's fuel expense obligations incurred through the effective date of termination and said obligation shall survive termination.
    - c. If a Participating District voluntarily terminates participation during the term of this or any subsequent term, said District shall be responsible for all such District's fuel purchase obligations incurred through the effective date of termination.
    - d. After the initial term, this Interlocal Consortium Agreement may be renewed. After the initial term, a District may terminate participation by giving notice to the participating districts at least ninety (90) days prior to the end of the then current term.

In the event the Interlocal Agreement is terminated and not renewed by all Parties, any cash balance remaining after payment of all Consortium obligations shall be distributed to the then current Participating Districts based on contributions at the time of termination. No distribution shall be made for a period of at least eighteen (18) months following termination of this Agreement to allow sufficient time for all obligations to be satisfied and said remaining balance will be utilized pursuant to the laws of the State of Montana.

6. The Boards of Trustees of Jefferson High School and Boulder Elementary School, along with each district's superintendent, will make up the oversight committee for this agreement.

7. Miscellaneous.

- a. Amendments. Any modification or amendment to this Interlocal Consortium Agreement must be in writing, dated and signed by the Participating Districts.
- b. Assignment. Neither this Interlocal Consortium Agreement, nor any right or obligation hereunder shall be assigned or delegated, in whole or in part, by any Participating District without each district's Board of Trustees prior express written consent.
- c. Entire Agreement. This Interlocal Consortium Agreement the entire understanding and agreement of the Participating Districts regarding the subject matter thereof, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Participating Districts. No other understanding between the Parties shall be binding unless set forth in writing and signed by the appropriate parties.
- d. Governing Law. This Interlocal Consortium Agreement shall be construed in accordance with and governed by the laws of the State of Montana, and shall be binding upon the Participating Districts, and their successors in interest and any approved assigns.
- e. Severability. If any provision of this Interlocal Consortium Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of the Interlocal Consortium Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first written above.

DISTRICTS:

JEFFERSON HIGH SCHOOL DISTRICT  
Name of District

By: \_\_\_\_\_

Its: \_\_\_\_\_

BOULDER ELEMENTARY SCHOOL DISTRICT  
Name of District

By: \_\_\_\_\_

Its: \_\_\_\_\_



MCA Contents / TITLE 7 / CHAPTER 11 / Part 1 / 7-11-102 Purpose

# Montana Code Annotated 2017

TITLE 7. LOCAL GOVERNMENT

CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 1. Interlocal Agreements

## Purpose

**7-11-102. Purpose.** It is the purpose of this part to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

**History:** En. Sec. 1, Ch. 82, L. 1967; R.C.M. 1947, 16-4901.

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MCA Contents / TITLE 7 / CHAPTER 11 / Part 1 / 7-11-103 Definition

# Montana Code Annotated 2017

TITLE 7. LOCAL GOVERNMENT

CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 1. Interlocal Agreements

## Definition

**7-11-103. Definition.** For the purposes of this part, the term "public agency" shall mean any political subdivision, including municipalities, counties, school districts, and any agency or department of the state of Montana.

**History:** En. Sec. 3, Ch. 82, L. 1967; R.C.M. 1947, 16-4903.

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MCA Contents / TITLE 7 / CHAPTER 11 / Part 1 / 7-11-105 Detailed cont...

# Montana Code Annotated 2017

TITLE 7. LOCAL GOVERNMENT

CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 1. Interlocal Agreements

## Detailed Contents Of Interlocal Agreements

**7-11-105. Detailed contents of interlocal agreements.** The contract authorized by 7-11-104 must specify the following:

- (1) its duration;
- (2) the precise organization, composition, and nature of any separate legal entity created by the contract;
- (3) the purpose or purposes of the interlocal contract;
- (4) the manner of financing the joint or cooperative undertaking and establishing and maintaining a budget for the undertaking;
- (5) the permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and, if applicable, for disposing of property upon a partial or complete termination;
- (6) provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking, including representation of the contracting parties on the joint board;
- (7) if applicable, the manner of acquiring, holding, and disposing of real and personal property used in the joint or cooperative undertaking;
- (8) the contracting party responsible for reports and payment of retirement system contributions pursuant to **19-2-506**;
- (9) if applicable, the manner of sharing the employment of a teacher or specialist under **20-4-201**, a superintendent under **20-4-401**, or a professional person licensed under Title 37; and
- (10) any other necessary and proper matters.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(1) thru (8); amd. Sec. 3, Ch. 99, L. 2001; amd. Sec. 2, Ch. 318, L. 2001.

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MCA Contents / TITLE 7 / CHAPTER 11 / Part 1 / 7-11-107 Filing of interl...

# Montana Code Annotated 2017

TITLE 7. LOCAL GOVERNMENT

CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 1. Interlocal Agreements

## Filing Of Interlocal Agreement

**7-11-107. Filing of interlocal agreement.** The interlocal contract made pursuant to this part must be filed with:

- (1) the county clerk and recorder of the county or counties where the political agencies are situated; and
- (2) the secretary of state.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(10); amd. Sec. 1, Ch. 83, L. 1991.

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MCA Contents / TITLE 7 / CHAPTER 11 / Part 1 / 7-11-108 Authorization...

# Montana Code Annotated 2017

TITLE 7. LOCAL GOVERNMENT


CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 1. Interlocal Agreements

## Authorization To Appropriate Funds For Purpose Of Interlocal Agreement

**7-11-108. Authorization to appropriate funds for purpose of interlocal agreement.** Any public agency entering into an interlocal contract pursuant to this part may appropriate funds for and may sell, lease, or otherwise give or supply to the administrative board created for the purpose of performance of said contract and may provide such personnel or services therefor as may be within its legal power to furnish.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(11).

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MCA Contents / TITLE 20 / CHAPTER 3 / Part 3 / 20-3-363 Multidistrict a...

# Montana Code Annotated 2017

TITLE 20. EDUCATION

CHAPTER 3. ELECTED OFFICIALS

Part 3. School District Trustees

## Multidistrict Agreements -- Fund Transfers

**20-3-363. Multidistrict agreements -- fund transfers.** (1) The boards of trustees of any two or more school districts may enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts and to provide for the joint funding and operation and maintenance of all participating districts upon the terms and conditions as may be mutually agreed to by the districts subject to the conditions of this section. An agreement must include provisions for dissolution of the cooperative, including the conditions under which dissolution may occur and the disposition of any remaining funds that had been transferred to an interlocal cooperative fund in support of the cooperative. An agreement must be approved by the boards of trustees of all participating districts and must include a provision specifying terms upon which a district may exit the multidistrict cooperative. The agreement may be for a period of up to 3 years.

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

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

(4) The intent of this section is to increase the flexibility and efficiency of school districts without an increase in local taxes. In furtherance of this intent, if transfers of funds are made from any school district fund supported by a nonvoted levy, the district may not increase its nonvoted levy for the purpose of restoring the amount of funds transferred.

(5) As used in this title, "multidistrict cooperative" means a public entity created by two or more school districts executing a multidistrict agreement under this section or any school district or other public entity participating in an interlocal cooperative agreement under the provisions of Title 20, chapter 9, part 7, as either a coordinating or a cooperating agency.

**History:** En. Sec. 21, Ch. 462, L. 2005; amd. Sec. 2, Ch. 418, L. 2011; amd. Sec. 1, Ch. 127, L. 2013; amd. Sec. 1, Ch. 329, L. 2013.

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MCA Contents / TITLE 20 / CHAPTER 9 / Part 7 / 20-9-701 Definitions of...

# Montana Code Annotated 2017

TITLE 20. EDUCATION

CHAPTER 9. FINANCE

Part 7. Educational Cooperative Agreements

## Definitions Of Prime And Cooperating Agencies

**20-9-701. Definitions of prime and cooperating agencies.** For the purposes of an interlocal cooperative agreement, the prime agency shall be the district or other public agency vested with the financial administration of the interlocal cooperative agreement under the terms of such agreement and the cooperating agency shall be any district or public agency other than a prime agency who is a party to the contract creating the interlocal cooperative agreement.

**History:** En. 75-7305 by Sec. 360, Ch. 5, L. 1971; R.C.M. 1947, 75-7305.

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MCA Contents / TITLE 20 / CHAPTER 9 / Part 7 / 20-9-702 Financial adm...

# Montana Code Annotated 2017

TITLE 20. EDUCATION


CHAPTER 9. FINANCE

Part 7. Educational Cooperative Agreements

## Financial Administration Of Interlocal Cooperative Agreement

**20-9-702. Financial administration of interlocal cooperative agreement.** Any district contracting with other districts or other public agencies to establish an interlocal cooperative agreement under the provisions of Title 7, chapter 11, part 1, shall be subject to the provisions of **20-9-701**, **20-9-703**, and **20-9-704** for the purposes of the financial administration of such agreement.

**History:** En. 75-7304 by Sec. 359, Ch. 5, L. 1971; R.C.M. 1947, 75-7304.

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MCA Contents / TITLE 20 / CHAPTER 9 / Part 7 / 20-9-703 District as pri...

# Montana Code Annotated 2017

TITLE 20. EDUCATION

CHAPTER 9. FINANCE

Part 7. Educational Cooperative Agreements

## District As Prime Agency

**20-9-703. District as prime agency.** (1) When the prime agency is a district, it is authorized and required to establish a nonbudgeted interlocal cooperative fund for the purpose of the financial administration of the interlocal cooperative agreement. All revenues received, including federal, state, or other types of grant payments in direct support of the agreement and the financial support provided by cooperating agencies, shall be deposited in such fund. All financial support of the agreement contributed by a district designated as the prime agency may be transferred to the interlocal cooperative fund from any fund maintained by such district by resolution of the trustees. Any such transfer to the interlocal cooperative fund shall be used to finance those expenditures under the agreement which are comparable to those that are permitted by law to be made out of the fund from which the transfer was made and which are within the final budget for the fund from which the transfer was made. No transfer shall be made from the miscellaneous federal programs fund without the express approval of the superintendent of public instruction.

(2) All expenditures in support of the interlocal cooperative agreement shall be made from the interlocal cooperative fund established by the district which is the prime agency, except that expenditures in support of such agreement may be made from the miscellaneous federal programs fund when the express approval of the superintendent of public instruction is given.

**History:** En. 75-7306 by Sec. 361, Ch. 5, L. 1971; R.C.M. 1947, 75-7306.

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MCA Contents / TITLE 20 / CHAPTER 9 / Part 7 / 20-9-704 District as coo...

# Montana Code Annotated 2017

TITLE 20. EDUCATION

CHAPTER 9. FINANCE

Part 7. Educational Cooperative Agreements

## District As Cooperating Agency

**20-9-704. District as cooperating agency.** (1) When a district is the cooperating agency, it shall transfer its financial support under the interlocal cooperative contract to the prime agency by district warrant.

(2) The financial support may be provided from any fund maintained by the district. Any such fund utilized for the financial support of an interlocal cooperative agreement shall finance only those expenditures of such agreement that are comparable to those permitted under the statutory provisions creating such fund, and such financial support must be within the currently adopted budget for such fund. No financial support shall be financed from the miscellaneous federal programs fund without the express approval of the superintendent of public instruction.

**History:** En. 75-7307 by Sec. 362, Ch. 5, L. 1971; R.C.M. 1947, 75-7307.

Created by LAWS

## Memorandum of Understanding for School Food Program

This agreement between Boulder Elementary School District 7 and Jefferson High School District 1 is for the 2018-19 school year and pertains to school lunch program only.

Boulder Elem Dist 7 agrees to provide lunches for Jefferson High School District 1 each day of student attendance. Both parties agree to share any costs over and above the end of year actual expenditures based on usage to be calculated at the completion of the 2018-19 school year. Both parties agree to maintain their own kitchen facilities and are each fiscally responsible for said facilities and both parties agree to provide facilities for school food program according to standards and laws of the State of Montana.

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Sabrina Steketee, Chair Board of Trustees Jefferson High School District 1

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Bob Warfle, Chair Board of Trustees Boulder Elementary School District 7

**BUDGET AMENDMENT RESOLUTION  
JEFFERSON HIGH SCHOOL  
JEFFERSON COUNTY**

At a special meeting of the Board of Trustees of Jefferson High School District No. 1, Jefferson County, Montana, held May 30, 2018 at 12 noon at the Jefferson High School library and electronically, the following resolution was introduced:

WHEREAS, the trustees of Jefferson High School District No. 1, Jefferson County, Montana, have made a determination that as a result of the addition of 2 employees and a large retirement payout, the district's budget for the retirement fund does not provide sufficient financing to properly maintain and support the district for the entire current school fiscal year; and

WHEREAS, the trustees have determined that an amendment to the JHS Retirement Fund budget in the amount of \$15,500 is necessary under the provision of Section 20-9-161 MCA; for the purpose of retirement expenditures; and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the fund reserves.

THEREFORE BE IT RESOLVED that the Board of Trustees of Jefferson High School District No. 1, Jefferson County, Montana proclaims a need for an amendment to the JHS retirement fund budget for the fiscal year 2017-2018 in the amount of \$15,500 under Section 20-9-161 MCA for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of Jefferson High School District No. 1 Jefferson County, Montana, will meet at 6:30 p.m. at the Jefferson High School Library on June 19 for the purpose of considering and adopting the budget amendment.

Sabrina Stetee  
Print Chairperson's Name

  
Signature of Chairperson

5-30-18  
Date

Lorie J Carey  
Print District Clerk's Name

  
Signature of District Clerk

5-30-18  
Date

DATE BUDGET AMENDMENT WAS ADOPTED: \_\_\_\_\_, 20\_\_

List all budget amendment expenditure line items and amounts:

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

## TRUSTEE RESOLUTION REQUESTING COUNTY CONDUCT ELECTION

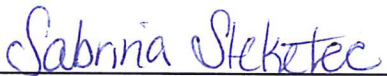
BE IT RESOLVED, the Board of Trustees for Jefferson High School District No. 1, Jefferson County, State of Montana, requests that Jefferson County, State of Montana, conduct the following school elections for Jefferson High School District No. 1, Jefferson County for fiscal year 2018-2019:

Specific Election:

General School Election in May of 2019

In accordance with 20-20-417, MCA, the county will perform the duties imposed on the trustees and the clerk of the district for school elections in 20-20-203, 20-20-313, and 20-20-401, and deliver to the trustees for the purpose of canvassing the vote, the certified tally sheets, and other items as provided in 13-15-301.

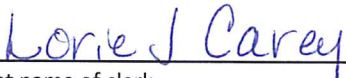
Other election duties not specified will be conducted by mutual agreement between the district clerk and the county election administrator.



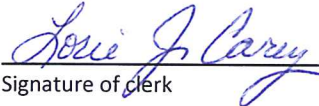
Print name of board chair



Signature of board chair



Print name of clerk



Signature of clerk

DATED this 30<sup>th</sup> of May 2018.



**BUDGET AMENDMENT PROCLAMATION  
JEFFERSON HIGH SCHOOL  
JEFFERSON COUNTY**

At a special meeting of the Board of Trustees of Jefferson High School District No. 1, Jefferson County, Montana, held May 30, 2018 at 12 noon at the Jefferson High School library and electronically, the following resolution was introduced:

WHEREAS, the trustees of Jefferson High School District No. 1, Jefferson County, Montana, have made a determination that as a result of the addition of 2 employees and a large retirement payout, the district's budget for the retirement fund does not provide sufficient financing to properly maintain and support the district for the entire current school fiscal year; and

WHEREAS, the trustees have determined that an amendment to the JHS Retirement Fund budget in the amount of \$15,500 is necessary under the provision of Section 20-9-161 MCA; for the purpose of retirement expenditures; and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the fund reserves.

THEREFORE BE IT RESOLVED that the Board of Trustees of Jefferson High School District No. 1, Jefferson County, Montana proclaims a need for an amendment to the JHS retirement fund budget for the fiscal year 2017-2018 in the amount of \$15,500 under Section 20-9-161 MCA for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of Jefferson High School District No. 1 Jefferson County, Montana, will meet at 6:30 p.m. at the Jefferson High School Library on June 19 for the purpose of considering and adopting the budget amendment.



**RATIFICATION  
of the  
INTERLOCAL AGREEMENT  
of the  
PRICKLY PEAR COOPERATIVE  
MANAGEMENT BOARD**

The Board of Trustees of

**Jefferson High School District No. 1**

has reviewed the Interlocal Agreement of the  
Prickly Pear Cooperative

Having already submitted a resolution of application to the Prickly Pear Cooperative, we are in  
concordance with the terms and conditions in the Interlocal Agreement, which shall become  
effective **July 1, 2018 through June 30, 2021.**

\_\_\_\_\_  
(Board Chair)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Clerk Attest)

**TERMINATION OF MEMBERSHIP IN THE COOPERATIVE**

Each district which is a party to this agreement shall remain a member of the Cooperative for a minimum of three (3) years. Following said three (3) year period, a district may withdraw from the Cooperative by giving notice in writing to the Cooperative on or before October 1 of the year immediately preceding the expiration date of the Member's contract term. In the absence of said notice, a district's membership shall extend for a period of an additional three (3) fiscal years. The Cooperative shall provide each member notice in May of each year of the contract term of the withdrawal procedures. Each district's commitment to membership in the Cooperative is effective with the signature on this Membership Agreement. 20-7-457, 10-16-3901, MCA.

**RETURN NO LATER THAN MAY 18, 2018**



MINUTES

Jefferson High School Dist. 1  
Regular Meeting

May 15, 2018  
JHS Board Meeting

Board members present:

**Sabrina Steketee**      **Denise Brunett**      **Stacy Hale**      **Terry Street**      **Travis Pierce**  
**Larry Rasch (arrived following student hearing)**

Board members absent:      **Pat Lewis**

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

Visitors: Ms. Cami Robson, Jan Anderson, Brenden Twist, Cory Slates, Kevin Harris, Beth Emter

CALL TO ORDER	Ms. Steketee called the meeting to order at 6:30. The pledge was said.
PUBLIC COMMENT	None.
STUDENT REPORT	None.
STAFF REPORT	None.
BOARD REORGANIZATION	<p>The new board members, Cami Robson and Kevin Harris, were welcomed to the table.</p> <p>Ms. Brunett nominated Sabrina Steketee as chair. Mr. Pierce seconded the nomination. There were no other nominations. Ms. Steketee will serve as 18/19 chair.</p> <p>Ms. Brunett nominated Travis Pierce as vice chair. Ms. Robson seconded the nomination. There were no other nominations. Mr. Pierce will serve as 18/19 chair.</p> <p>Mr. Pierce moved to appoint Lorie Carey as clerk. Ms. Hale seconded the motion. There were no other nominations. Ms. Carey was sworn in by Anika McCauley, County Superintendent of Schools</p> <p>Meeting dates and times were not changed.</p> <p>Mr. Pierce will serve as MTSBA Liaison.</p> <p>Committee assignments. Ms. Robson was appointed to policy and facility. Mr. Harris was appointed to facility and budget.</p> <p><b>Student Expulsion consideration.</b> Having determined that the student's right to privacy exceeded the public's right to know, the chair closed the meeting at 6:46. At 7:55p.m. the regular meeting resumed. Ms. Brunett moved that the student's suspension be through May 16, 2018. The student will transfer to homebound services and have opportunity for credit recovery through August 1, 2018. Regular admission is permitted in the fall of 2018 and Mr. Twist (Altacare) will work with the school to continue student enrollment status. Suspension of school bus services will run through the second week of school. Mr. Pierce seconded the motion which passed by 5 members participating. Mr. Rasch arrived but did not participate in the discussion, nor did he vote.</p> <p>Mr. Pierce left.</p>
COMMITTEE REPORTS ADMINISTRATIVE REPORTS	<p><b>Negotiations.</b> Met, continued discussions. Should be done next week.</p> <p><b>Clerk report.</b> Presented in written form.</p> <p><b>Principal report.</b> Presented in written form.</p> <p><b>Superintendent report.</b> Presented in written form.</p>
UNFINISHED BUSINESS	<p><b>Transportation Survey review.</b> Additional work was done. Mr. Smith is compiling the data.</p> <p><b>Sports and activities program surveys.</b> The next set of sports is nearly ready to go.</p>
NEW BUSINESS	<p><b>Personnel: Substitute Applications</b> – Ms. Brunett moved Ms. Hale seconded the recommendation of Christina Binkowski. The motion passed unanimously.</p> <p><b>Resignations</b> – A. McCauley - Cheer</p> <p><b>Superintendent evaluation.</b> Having determined that the superintendent's right to privacy exceeded the public's right to know, the chair closed the meeting 8:10. The open session continued at 8:37.</p> <p><b>English position</b> Mr. Norbeck recommended Miss Kelsey Voeller for the position. Ms. Brunett moved to accept the recommendation. Mr. Harris seconded the motion,</p>

NEW BUSINESS (cont.)

which passed unanimously by the six remaining. (Steketee, Brunett, Hale, Rasch, Harris, Robson)

**Custodial position** – Mr. Norbeck recommended Mr. Keven Burton. Ms. Brunett moved to accept the recommendation. Mr. Harris seconded the motion, which passed unanimously.

**Coaching evaluations/recommendations** - none yet.

**Attendance Agreements.** Helena

**Multi-district agreement process.** Ms. Robson moved to pursue the agreement with Boulder Elementary School for the payment of fuel bills to Wex. Mr. Rasch seconded the motion, which passed unanimously.

**Literacy grant update** – no action.

**Instructional plan and evaluation Policy 2130** – No changes.

**Risk Management Program** completed.

**Approval of Special Education** completed

**1<sup>st</sup> reading of policies** - deferred to June.

LETTERS

**Letters.** .

COMMENDATIONS

**Commendations.** Graduating class and teachers who prepared them. Mr. Street and Ms. Lewis for board service. Music 43 students to state, Katie Twitchel BPA national top 10, 1 Golf state, track divisional, 4 state tennis, Helena Hotshots – trap shooters 3 representing JHS, Art show and fundraiser. 2 Shriner players

CONSENT AGENDA

**Consent agenda.** Ms. Brunett moved to approve the consent agenda. Mr. Harris seconded the motion, which passed unanimously.

ADJOURNMENT

**Follow-up/Adjournment.** 8:10 p.m.

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Chair, Jefferson High School Board

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Clerk, Jefferson High School Board



MINUTES

Jefferson High School Dist. 1  
Special Meeting

May 30, 2018  
JHS Library/Electronic

Board members present: Sabrina Steketee - Chair, Cami Robson, Kevin Harris, Larry Rasch, joined for business item 2 -Stacy Hale, Denise Brunett

**All board members participated by telephone conference.**

Board members absent: Travis Pierce

Administrators present: Tim Norbeck, Superintendent Lorie Carey, Business Manager  
Alan Smith, Technology Coordinator

**Administration participated from the JHS Library by telephone conference.**

Visitors: None.

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CALL BOARD TO ORDER Ms. Steketee called the meeting to order at 12:00 p.m.

PUBLIC COMMENT None.

NEW BUSINESS **County-run election 2019.** Mr. Norbeck and Ms. Carey gave a brief synopsis of the need for the meeting to meet the June 1 deadline to request the county to run the 2019 general school election. This request does not obligate the school but gives the county the time to prepare for the possibility. Mr. Harris moved to adopt a resolution to request the county to conduct the 2019 general school election. Ms. Robson seconded the motion, which passed unanimously by the 4 present at the time (Harris, Robson, Steketee, and Rasch).

**Budget amendment for retirement fund.** Mr. Norbeck and Ms. Carey recommended a budget amendment for the retirement fund of \$15,500. The need for this arose because of the retirement of a long-time teacher and the late hire of 2 employees. In addition, the district has been trying to budget more closely in consideration of the constituents of the district. Ms. Robson moved to adopt a resolution to consider the budget amendment at the next regular meeting. Mr. Rasch seconded the motion, which passed unanimously by the 6 present (Steketee, Robson, Harris, Rasch, Hale, and Brunett).

ADJOURNMENT The meeting adjourned at 12:12 p.m.

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Chair, Jefferson High School Board

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Clerk, Jefferson High School Board

JEFFERSON HIGH SCHOOL  
2017/18 June SURPLUS LIST

Previously approved

Retired Kiln

Miscellaneous tables/chairs/desks/cabinets

Older Wood tools

Musical instruments

Outdated Drill Press

Sewing equipment

Wrestling mats

Folding chairs

STUDENTS

Suicide Awareness and Prevention

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

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

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

Youth suicide and prevention training may include:

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

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

Legal Reference: § 20-7-1310, MCA Youth suicide awareness and prevention training

Policy History:

Adopted on:

Revised on:

*Revision Note:*

STUDENTS

Enrollment and Attendance Records

Since accurate enrollment and attendance records are essential both to obtain state financial reimbursement and to fulfill the District's responsibilities under the attendance laws, staff shall be diligent in maintaining such records.

A district may only include, for ANB purposes, an enrolled student who is:

- A resident of the district or a nonresident student admitted by trustees under a student attendance agreement and who is attending a school of the district;
- Unable to attend school due to a medical reason certified by a medical doctor and receiving individualized educational services supervised by the district, at district expense, at a home or facility that does not offer an educational program;
- Unable to attend school due to the student's incarceration in a facility, other than a youth detention center, and who is receiving individualized educational services supervised by the district, at district expense, at a home or facility that does not offer an educational program;
- Living with a caretaker relative under § 1-1-215, MCA
- Receiving special education and related services, other than day treatment, under a placement by the trustees at a private nonsectarian school or private program if the student's services are provided at the district's expense under an approved individual education plan supervised by the district;
- Participating in the Running Start Program at district expense under § 20-9-706, MCA;
- Receiving education services provided by the district, using appropriately licensed district staff at a private residential program or private residential facility licensed by the Department of Public Health and Human Services;
- Enrolled in an educational program or course provided at district expense using electronic or offsite delivery methods, including but not limited to tutoring, distance learning programs, online programs, and technology delivered learning programs, while attending a school of the district or any other nonsectarian offsite instructional setting with the approval of the trustees of the district; or
- A resident of the district attending a Montana job corps program under an interlocal agreement with the district under § 20-9-707, MCA.
- A resident of the district attending a Montana Youth Challenge Program under an 8 interlocal agreement with the district under § 20-9-707, MCA



STUDENTS

- Meets the Criteria for Proficiency based ANB under policy 3126FE

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

Homeless Youth and Foster Children

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

Legal Reference:	§ 1-1-215, MCA	Residence – Rules for determining
	§ 20-9-311, MCA	Calculation of average number belonging (ANB)
		--three-year averaging.
	§ 20-9-706, MCA	Running Start Program
	§ 20-9-707, MCA	Agreement with accredited Montana job corps
		program
	29 U.S.C. 794	Nondiscrimination under Federal grants
		and programs
	34 CFR 300.1, et seq.	Individuals with Disabilities Education Act

Policy History:

Adopted on: February 2007

Revised on:

**SECTION STUDENTS**

**Policy#3126FE**

Page 1 of 1

**Proficiency-Based ANB**

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

[OPTION] The District may include in its calculation of ANB a pupil who is enrolled in a program providing fewer than the required aggregate hours of pupil instruction required under Montana law if the pupil has demonstrated proficiency in the content ordinarily covered by the instruction as determined by the school board using district assessments. The ANB of a pupil who demonstrates proficiency in any content/subject matter will be converted to an hourly equivalent based on the hours of instruction ordinarily provided for the content over which the student has demonstrated proficiency.

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

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

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

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

~~Legal Reference:~~

Policy History:

Adopted on:

Revised on:

Revision Note:

**SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT**

**Jefferson High School District #1**

Organization or Individual Requesting Facility Use: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date and Hours of Requested Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

**Will there be an admission fee?                      If so, how much?** \_\_\_\_\_

**Premises and Conditions**

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.

**Rent and Deposit**

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$ \_\_\_\_\_, and this shall be due \_\_\_\_\_ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

**Indemnification**

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.

**Insurance**

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the

insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

**Special Events Coverage**

The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

**Non-Discrimination**

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

**District's Rights**

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes.

\_\_\_\_ DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Jefferson High School District**

**Requesting Organization or Individual:**

By _____	By _____
_____	Address _____
_____	Phone _____

Additional Obligations

Legal Reference:

Policy History:

Adopted on:

Revised on:

*Revision Note:*



## COMMUNITY RELATIONS

4600

Page 1 of 5

Notice to Parents Required by No Child Left Behind Act of 2001 ("NCLB")Improving Basic Programs Operated by Local Educational Agencies

1. ~~As required by NCLB § 1111(h)(6)(A): At the beginning of each school year, a district that receives Title I funds shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the district will provide the parents on request, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:~~

- ~~a. Whether the teacher has met the state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.~~
- ~~b. Whether the teacher is teaching under emergency or other provisional status.~~
- ~~c. The teacher's baccalaureate degree major and any other graduate certifications or degrees.~~
- ~~d. Whether paraprofessionals provide services to the student and, if so, their qualifications.~~

2. ~~As required by NCLB § 1111(h)(6)(B)(i): Districts must provide parents information on the level of achievement of the parent's child in each of the state academic assessments.~~

3. ~~As required by NCLB § 1111(h)(6)(B)(ii): Districts must provide parents timely notice that the parent's child has been assigned, or has been taught for four (4) or more consecutive weeks by, a teacher who is not highly qualified.~~

Limited English Proficient Students

1. ~~As required by NCLB § 1112(g)(1)(A) and (g)(2) and § 3302(a): Districts must inform a parent of a limited English proficient child identified for participation or participating in such a program, of the reasons for their child being identified, their child's level of English proficiency, instructional method, how their child's program will meet the child's needs, how the program will help the child learn English, exit requirements for the program to meet the objectives of any limited English proficiency, and information regarding parental rights.~~

2. ~~As required by NCLB § 1112(g)(1)(B) and § 3302(b): Each district using Title I funds to provide a language instruction educational program, that has failed to make progress on the annual measurable achievement objectives described in § 3122 for any fiscal year for which part A is in effect, shall separately inform the parents of a child identified for participation or participating in such a program, of such failure not later than thirty (30) days after such failure occurs.~~

## COMMUNITY RELATIONS

4600

Page 2 of 5

~~3. As required by NCLB § 1112(g)(4) and § 3302(e): Each district shall implement an effective means of outreach to parents of limited English proficient students to inform the parents regarding how they can be involved in their child's education and be active participants in assisting their child to attain English proficiency, achieve at high levels in core academic subjects, and meet challenging state academic achievement standards and state academic content standards expected of all students. In addition, the outreach shall include holding and sending notice of opportunities for regular meetings for formulating and responding to parent recommendations.~~

Academic Assessment and Local Education Agency and School Improvement

~~1. As required by NCLB § 1116(b)(6): Districts shall promptly provide to parents of each student enrolled in an elementary school or a secondary school identified for school improvement under § 1116(b)(1)(E)(I), for corrective action under § 1116(b)(7)(C)(I), or for restructuring under § 1116(b)(8)(A)(I):~~

~~a. An explanation of what the identification means and how the school compares in terms of academic achievement to other district schools and the state educational agency;~~

~~b. The reasons for the identification;~~

~~c. An explanation of what the school identified for school improvement is doing to address the problem;~~

~~d. An explanation of what the district or state educational agency is doing to help the school address the achievement problem;~~

~~e. An explanation of how the parents can become involved in addressing the academic issues that caused the school to be identified for school improvement; and~~

~~f. An explanation of the parents' option to transfer their child to another public school under paragraphs (1)(E), (5)(A), (7)(C)(i), (8)(A)(i), and subsection (e)(10)(C)(vii) (with transportation provided by the agency when required by paragraph (9)) or to obtain supplemental educational services for the child in accordance with subsection (e).~~

~~2. As required by NCLB § 1116(b)(8)(c): Whenever the school fails to make adequate yearly progress and/or is restructured, the district shall provide the teachers and parents with an adequate opportunity to comment and participate in developing any plan.~~

~~3. As required by NCLB § 1116(e)(2)(A): The district shall provide annual notice to parents of:~~

~~a. The availability of supplemental education services;~~

~~b. The identity of approved providers of those services within the district or whose services are reasonably available in neighboring districts; and~~

## COMMUNITY RELATIONS

4600

Page 3 of 5

~~e. A brief description of those services, qualifications, and the demonstrated effectiveness of each such provider.~~

Parental Involvement

~~1. As required by NCLB § 1118(b): Parents shall be notified of the parental involvement policy, in an understandable and uniform format and, to the extent practicable, in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.~~

~~2. As required by NCLB § 1118(c): Each school shall:~~

- ~~a. Convene an annual meeting at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation and to explain the requirements of the NCLB and the right of the parents to be involved;~~
- ~~b. Offer a flexible number of meetings;~~
- ~~c. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs, including the planning, review, and improvement of the school parental involvement policy and the joint development of the school-wide program plan under § 1114(b)(2);~~
- ~~d. Provide parents of participating children:~~
  - ~~• Timely information about programs under this part;~~
  - ~~• A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and~~
  - ~~• If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.~~

Education of Homeless Children and Youths

~~1. As required by NCLB § 722(e)(3)(C): The district shall provide written notice, at the time any homeless child or youth seeks enrollment in the school and at least twice annually while the child or youth is enrolled in the school, to the parent or guardian of the child or youth (or, in the case of an unaccompanied youth, the youth) that:~~

- ~~a. Shall be signed by the parent or guardian;~~
- ~~b. Sets forth the general rights provided under this subtitle;~~
- ~~c. Specifically states:~~

## COMMUNITY RELATIONS

4600

Page 4 of 5

- ~~• The choice of schools homeless children and youths are eligible to attend;~~
- ~~• That no homeless child or youth is required to attend a separate school for homeless children or youths;~~
- ~~• That homeless children and youths shall be provided comparable services, including transportation services, educational services, and meals through school meals programs;~~
- ~~• That homeless children and youths should not be stigmatized by school personnel;~~

~~d. Includes contact information for the local liaison for homeless children and youths.~~

~~2. As required by NCLB § 722(g)(2)(B)(iii): In the case of an unaccompanied homeless youth, the district shall ensure that the homeless liaison assists in placement or enrollment decisions, considers the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.~~

~~3. As required by NCLB § 722(g)(6)(A)(iv): Each district shall ensure that public notice of the educational rights of homeless children is disseminated where such children and youths receive services under this Act, such as schools, family shelters, and soup kitchens.~~

### Persistently Dangerous Schools

~~If the district is identified as a persistently dangerous school,<sup>1</sup> the district must, in a timely manner:~~

- ~~1. Notify parents of each student attending the school that the state has identified the school as persistently dangerous.~~
- ~~2. Offer all students the opportunity to transfer to a safe public school within the district. If there is not another school in the district, the district is encouraged, but not required, to~~

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<sup>1</sup> ~~“Persistently dangerous public elementary school or secondary school,” in the context of the No Child Left Behind Act of 2001 (ESEA), a Montana public elementary or secondary school is considered to be persistently dangerous if each of the following two conditions exist:~~

~~(1) In each of three consecutive years, the school has a federal or state gun-free schools violation or a violent criminal offense has been committed on school property, and~~

~~(2) In any two years within a three-year period, the school has experienced expulsions for drug, alcohol, weapons or violence that exceed one of the following rates—~~

- ~~(a) more than five expulsions for a school of less than 250 students,~~
- ~~(b) more than 10 expulsions for a school of more than 250 students but less than 1000 students, or~~
- ~~(c) more than 15 expulsions for a school of more than 1,000 students.~~



## COMMUNITY RELATIONS

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~~explore other options such as an agreement with a neighboring district to accept transfer students.~~

~~3. For those students who accept the offer, complete the transfer.~~

~~In addition a district must also:~~

~~1. Develop a corrective action plan; and~~

~~2. Implement the plan in a timely manner.~~

~~Parental notification regarding the status of the school and the offer to transfer students may be made simultaneously.~~

Student Privacy

~~1. As required by NCLB § 1061(c)(2)(A): The student privacy policies developed by the district shall provide for reasonable notice of the adoption or continued use of such policies directly to the parents of students enrolled in schools served by the district. At a minimum, the district shall:~~

~~a. Provide such notice at least annually at the beginning of the school year and within a reasonable period of time after any substantive change in such policies; and~~

~~b. Offer an opportunity for the parent to opt the student out of the activity.~~

~~2. As required by NCLB § 1061(c)(2): All districts shall provide reasonable notice of such existing policies to parents and guardians of students, e.g., “The Board has adopted and continues to use policies regarding student privacy, parental access to information, and administration of certain physical examinations to minors. Copies of those policies are available on request.”~~

Policy History:

~~Adopted on: February 2007~~

~~Revised on:~~

~~Repealed on:~~

Note: Repealed due to the repeal of federal No Child Left Behind Act.

PERSONNEL

5120

Hiring Process and Criteria

The Superintendent is responsible for recruiting personnel, in compliance with Board policy, and for making hiring recommendations to the Board. The principal will initially screen applicants for educational support positions. The District will hire ~~highly qualified~~ personnel appropriately licensed and endorsed in accordance with state statutes and Board of Public Education rules, consistent with budget and staffing requirements and will comply with Board policy and state law on equal employment opportunities and veterans' preference. All applicants must complete a District application form to be considered for employment.

Every applicant must provide the District with written authorization for a criminal background investigation. The Superintendent will keep any conviction record confidential as required by law and District policy. The district will create a determination sheet from the criminal history record. The determination sheet will be kept on file at the District Office. The Criminal History Record with no disqualifiers will be shredded on site immediately after review. The Criminal History Record with disqualifiers will be retained on file at the District Office according to law. Every newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law.

~~Every newly hired employee must provide the school district documentation of the results of a tuberculin skin test done within the year prior to initial employment, along with the name of the tester and the date and type of test administered, unless the person provides written medical documentation that he/she is a known tuberculin reactor.~~

Certification

The District requires its contracted certified staff to hold valid Montana teacher or specialist certificates endorsed for the roles and responsibilities for which they are employed. Failure to meet this requirement shall be just cause for termination of employment. No salary warrants may be issued to a staff member, unless a valid certificate for the role to which the teacher has been assigned has been registered with the county superintendent within sixty (60) calendar days after a term of service begins. Every teacher and administrator under contract must bring their current, valid certificate to the personnel office at the time of initial employment, as well as at the time of each renewal of certification.

The personnel office will register all certificates, noting class and endorsement of certificates, and will update permanent records as necessary. The personnel office also will retain a copy of each valid certificate of a contracted certified employee in that employee's personnel file.

Cross Reference: 5122 Fingerprints and Criminal Background Investigations

Legal Reference: § 20-4-202, MCA Teacher and specialist certification registration  
§ 39-29-102, MCA Point preference or alternative preference in initial hiring for certain applicants – substantially equivalent selection procedure

~~No Child Left Behind Act of 2001 (P.L. 107-110)~~

~~37.114.1010, DPHHS Employee of School: Day Care Facility  
Care Provider~~

Policy History:

## **Jefferson High School District #1**

### **PERSONNEL**

5120

- 1 Adopted on: February 2007
- 2 Revised on:

Prohibition on Aiding Sexual Abuse

The district prohibits any employee, contractor or agent from assisting a school employee, contractor or agent in obtaining a new job if the individual or district knows or has probable cause to believe that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or a student in violation of the law. This prohibition does not include the routine transmission of administrative and personnel files.

This prohibition does not apply under certain conditions specified by the Every Student Succeeds Act (ESSA) such as:

1. The matter has been reported to law enforcement authorities and it has been officially closed or the school officials have been notified by the prosecutor or police after an investigation that there is insufficient information to establish probable cause, or;
2. The individual has been acquitted or otherwise cleared of the alleged misconduct, or;
3. The case remains open without charges for more than 4 years after the information was reported to a law enforcement agency.

Legal Reference: ESSA section 8038, § 8546

Policy History:

Adopted on:

Revised on:

*Revision Note:*

PERSONNEL

Long-Term Illness/Temporary Disability/~~Maternity Leave~~

Employees may use sick leave for long-term illness or temporary disability, and, upon the expiration of sick leave, the Board may grant eligible employees leave without pay if requested. Medical certification of the long-term illness or temporary disability may be required, at the Board's discretion.

~~Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth and recovery therefrom. Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related complications. Such leave shall not exceed six (6) weeks unless prescribed by a physician.~~

Leave without pay arising out of any long-term illness or temporary disability, ~~including pregnancy, miscarriage, childbirth and recovery therefrom,~~ shall commence only after sick leave has been exhausted. The duration of leaves, extensions, and other benefits for privileges such as health and long-term illness ~~or temporary disability plans in the event of maternity leave,~~ shall apply under the same conditions as other long-term illness or temporary disability leaves.

The Superintendent shall devise procedures within the intent of Title VII of the 1964 Civil Rights Act as amended in 1978 by the Pregnancy Discrimination Act, and within the scope of applicable law and court rulings in the state of Montana.

~~Legal Reference: § 49-2-310, MCA — Maternity leave — unlawful acts of employers  
§ 49-2-311, MCA — Reinstatement to job following pregnancy-related leave of absence~~

Policy History:

Adopted on: February 2007

Revised on:

Revision Note: Removes Maternity Leave which becomes it's own policy number 5330



PERSONNEL

5329P

Long-Term Illness/Temporary Disability~~/Maternity Leave~~

The following procedures will be used when an employee has a long-term illness or temporary disability, including maternity:

1. When any illness or temporarily disabling condition is “prolonged,” an employee will be asked by the administration to produce a written statement from a physician, stating that the employee is temporarily disabled and is unable to perform the duties of his/her position until such a time.

~~2. — Maternity leave will be treated as any other disability. Generally, unless mandated otherwise by a physician, maternity leave does not exceed six (6) weeks. As a disabling condition, maternity leave is not available to fathers.~~

32. In the case of any other extended illness, procedures for assessing the probable duration of the temporary disability will vary. The number of days of disability will vary according to different conditions, individual needs, and the assessment of individual physicians. Normally, however, the employee should expect to return on the date indicated by the physician, unless complications develop which are further certified by a physician.

Procedure History:

Promulgated on: February 2007

Revised on:

Revision Note: Removed Maternity which became its own policy number 5330

Maternity Leave

Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth and recovery therefrom. Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-related complications.

It is unlawful for an employer to refuse to grant an employee a reasonable leave of absence for pregnancy. In determining the reasonableness which shall apply to a request for a leave of absence for a pregnancy, an employer shall apply standards at least as inclusive as those which have been applied to requests for leave of absence for any other valid medical reason. Jefferson High School will follow the language in the current collective bargaining agreement as it relates to maternity leave unless mandated otherwise by the employee's physician.

It is also unlawful for an employer to deny to the employee who is disabled as a result of pregnancy any compensation to which the employee is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform employment duties.

As a disabling condition, maternity leave is not available to fathers.

An employee who has signified her intent to return at the end of her maternity leave of absence shall be reinstated to her original job or an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Legal Reference:	§ 49-2-310, MCA	Maternity leave – unlawful acts of employers
	§ 49-2-311, MCA	Reinstatement to job following pregnancy-related leave of absence
	Admin. R. Mont. 24.9.1201—1207	Maternity Leave

Legal Reference:

Policy History:

Adopted on:

Revised on:

*Revision Note:*

## PERSONNEL

5420

Teachers' Aides/ParaeducatorParaprofessionalsParaprofessionals

~~Teachers' aides/paraeducatorParaprofessionals~~, as defined in the appropriate job descriptions, are under the supervision of a principal and a teacher to whom the principal may have delegated responsibility for close direction. The nature of the work accomplished by ~~paraeducatorparaprofessional~~s will encompass a variety of tasks that may be inclusive of "limited instructional duties."

~~ParaeducatorParaprofessionals~~ are employed by the District mainly to assist the teacher. A ~~paraeducatorparaprofessional~~ is an extension of the teacher, who legally has the direct control and supervision of the classroom or playground and responsibility for control and the welfare of the students.

~~In compliance with applicable legal requirements, the Board shall require all paraeducators with instructional duties, that are newly hired in a Title I school wide program, to have:~~

- ~~1. Completed at least two (2) years of study at an institution of higher education;~~
- ~~2. Obtained an Associate's or higher degree; or~~
- ~~3. Met a rigorous standard of quality, and can demonstrate through a formal state or local academic assessment the knowledge of and ability to assist in the instruction of reading, writing, or mathematics or the instruction of readiness of these subjects.~~

It is the responsibility of each principal and teacher to provide adequate training for a ~~paraeducatorparaprofessional~~. This training should take into account the unique situations in which a ~~paraeducatorparaprofessional~~ works and should be designed to cover the general contingencies that might be expected to pertain to that situation. During the first thirty (30) days of employment, the supervising teacher or administrator shall continue to assess the skills and ability of the ~~paraeducatorparaprofessional~~ to assist in reading, writing, and mathematics instruction.

The Superintendent shall develop and implement procedures for an annual evaluation of teachers' aides/~~paraeducatorparaprofessionals~~. Evaluation results shall be a factor in future employment decisions.

If the school receives Title I funds, the District shall notify parents of students attending the school annually that they may request the District to provide information regarding the professional qualifications of their child's paraprofessionals, if applicable.

Legal Reference: 20 U.S.C. § 6319 Qualifications for teachers and paraprofessionals  
~~Public Law 107-110, No Child Left Behind Act of 2001~~

Policy History:

## **Jefferson High School District #1**

### **PERSONNEL**

5420

- 1 Adopted on: February 2007
- 2 Revised on:

**ESSA Qualification Notifications**

**ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS**

Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the Every Student Succeeds Act (ESSA), you may request information regarding the professional qualifications of your child's teacher(s) and paraprofessional(s), if applicable.

If you would like to request this information, please contact Tim Norbeck, by phone at (406) 225-3740 or by e-mail at [tim.norbeck@jhs.k12.mt.us](mailto:tim.norbeck@jhs.k12.mt.us)

Sincerely, \_\_\_\_\_

Legal Reference:

Policy History:

Adopted on:

Revised on:

*Revision Note:*



Flexible Instructor Licensing

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

• Internships

○ Available to anyone with a current license and endorsement in one subject who wants to move to a new licensed role/endorsed area.

○ Requirements must be satisfied within 3 years

○ Must include a plan between the intern, the school district and an accredited preparation program

• Provisionally Certified

○ May be issued to an otherwise qualified applicant who can provide satisfactory evidence of:

▪ The intent to qualify in the future for a class 1 or class 2 certificate and

▪ Who has completed a 4-year college program or its equivalent, and

▪ Holds a bachelor's degree from a unit of the Montana university system or its equivalent.

• Substitutes

○ Must have a GED or high school diploma

○ Will have completed 3 hours of training by the district

○ Will have submitted a fingerprint background check

(All requirements can be waived by the district if the substitute has prior substitute teaching experience in another public school from November 2002 to earlier)

○ May not substitute more than 35 consecutive days for the same teacher, however the same substitute can be used for successive absences of different staff as long as each regular teacher for whom the substitute is covering is back by 35 consecutive teaching days

• Retired Educators

○ School district must certify to OPI and TRS that the district has been unable to fill the position due to no qualified applications or no acceptance of offer by a non-retired teacher

○ No limit on the district

○ Retired teacher must have 30 years of experience in TRS

○ There is a 3 year lifetime limit on the retired individual going to work under this provision

• Class 3 Administrative License

○ Valid for a period of 5 years

○ Appropriate administrative areas include: elementary principal, secondary principal, K-12 principal, K-12 superintendent, and supervisor.

○ Must be eligible for an appropriately endorsed Class 1,2 or 5 license to teach in the school(s) in which the applicant would be an administrator or would supervise, and qualify as set forth in ARM 10.57414 through 10.57.418

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

*Revision Note:*

Transportation

The District may provide transportation to and from school for a student who:

1. Resides three (3) or more miles, over the shortest practical route, from the nearest operating public elementary or public high school.
2. Is a student with a disability, whose IEP identifies transportation as a related service; or
3. Has another compelling and legally sufficient reason to receive transportation services.

The District may elect to reimburse the parent or guardian of a student for individually transporting any eligible student.

The District may provide transportation by school bus or other vehicle or through individual transportation such as paying the parent or guardian for individually transporting the student. The Board may pay board and room reimbursements, provide supervised correspondence study, or provide supervised home study. The Board may authorize children attending an approved private school to ride a school bus, provided that space is available and a fee to cover the per-seat cost for such transportation is collected. The District may transport and charge for an ineligible public school student, provided the parent or guardian pays a proportionate share of transportation services. Fees collected for transportation of ineligible students shall be deposited in the transportation fund. Transportation issues that cannot be resolved by the trustees may be appealed to the county transportation committee.

Homeless students shall be transported in accordance with the McKinney Homeless Assistance Act and state law.

In-Town Busing

In-town busing is defined as the busing of students within three (3) miles of their school. In-town busing is a privilege the District can discontinue at any time. The Superintendent will establish guidelines under which a student may request in-town busing.

Children in Foster Care

The Superintendent will appoint a Point of Contact (POC) to coordinate activities relating to the District's provisions of services to children placed in foster care, including transportation services. The Superintendent, or designee, will inform the Department of Health and Human Services who is the POC for the District. The District will collaborate with the Department of Health and Human Services when transportation is required to maintain children placed in foster care in a school of origin outside their usual attendance area or District when in the best interest of the student. Under the supervision of the Superintendent/designee, the POC will invite appropriate District officials, the Department of Health and Human Services POC, and officials

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from other districts to consider how such transportation is to be arranged and funded in a cost-effective manner.

If there are additional costs to be incurred in providing transportation to maintain a student in the school of origin, the District will provide transportation to such school if:  
The Department agrees to reimburse the District for the cost of such transportation or;  
The District agrees to pay for the cost of such transportation; or  
The District and the Department agree to share the cost of such transportation.

Definitions

“Foster Care” means 24-hour care for children placed away from their parents, guardians, or person exercising custodial control or supervision and for whom the Department has placement care and responsibility.

“School of origin” means the school in which a child is enrolled at the time of placement in foster care.

While “Best Interest” is not defined in ESSA, that determination shall take into account all relevant factors, including consideration of the appropriateness of the current educational setting, and the proximity to the school in which the child is enrolled at the time for foster care placement.

Legal Reference:	§ 20-7-441, MCA	Special education child eligibility for transportation
	§ 20-10-101, MCA	Definitions
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-122, MCA	Discretionary provision of transportation and payment for this transportation
	§ 20-10-123, MCA	Provision of transportation for nonpublic school children
	10.7.101, et seq., ARM	Pupil transportation
	10.64.101-700, et seq., ARM	Transportation
	<del>No Child Left Behind Act of 2001 (P.L. 107-110)</del>	

Policy History:

Adopted on: February 2007

Revised on: