



Superintendent
Dr. Tyler Ream
324-200

Business Manager
Janelle Mickelson
324-2007

**BOARD OF TRUSTEES
POLICY COMMITTEE MEETING**

May Butler Center

55 South Rodney

Thursday, November 8, 2018

Noon – 1:00 p.m.

- I. INTRODUCTIONS**
- II. REVIEW OF AGENDA**
- III. GENERAL PUBLIC COMMENT**
- IV. REVIEW OCTOBER 2, 2018, BOARD POLICY MEETING MINUTES**
- V. PRESENTATION OF POLICIES FOR FIRST REVIEW:**
 - A. 5015 Employee Harassment, Intimidation and Bullying Prevention
 - B. 3005 Harassment, Intimidation and Bullying Prevention
- VI. CONTINUE REVIEW OF POLICY MANUAL – SERIES 2000 and 3000:**
 - 7405 – Procurement Card Use
 - 4050 - School Resource Officer Program

 - 2070 – Network Information and Communication
 - 2080 – Grading, Progress Reports, and Promotion
 - 2090 – Credit Transfer Assessment for Placement Policy
 - 2115 – Community and Adult Education
 - 2120 – Wellness
 - 3000 – Equal Educational Opportunities
 - 3005 – Harassment, Intimidation and Bullying
 - 3010 – School Admissions
 - 3015 – Attendance and Truancy
 - 3020 – Education of Homeless Youth
 - 3022 – Children of Military Families
 - 3025 – Discretionary Nonresident Student Attendance
 - 3035 – Student Appearance
 - 3040 – Search and Seizure
 - 3045 – Access to and Release of a Student During School Hours
 - 3050 – Student Discipline
 - 3055 – Student Due Process Rights
 - 3060 – Misconduct by Students with Disabilities
 - 3065 – Participation in Inter-Scholastic Athletics
 - 3066 – Obligation of Students Participating in School Sponsored Activities
 - 3067 – Academic Eligibility for Activities
 - 3070 – Administration of Medication
 - 3075 – Student Charges, Fines and Fees
 - 3080 – Maintenance of Student Records
 - 3085 – Transfer of Student Records
 - 3090 – Receipt of Confidential Records

3097 – Use of Video Monitoring Cameras
3100 – Publications and Distribution or Posting of Materials
3105 – Student Use of Buildings – Equal Access
3110 – Concussion Management
3145 – Foreign Exchange Students
3150 – Tobacco Free Schools
3155 – Part-Time Attendance

VII. SUPERINTENDENTS' REPORT

VIII. ADJOURNMENT

NEXT MEETING:

Tuesday, December 4, 2018 - May Butler Center

Noon – 1:00 p.m.



Superintendent
Tyler Ream, Ed.D
324-2001

Business Manager
Janelle Mickelson
324-2040

Policy Committee Meeting

May Butler Center
55 South Rodney

Tuesday, October 2, 2018

Noon – 1:00 p.m.

MINUTES

Present:

Committee:

Luke Muszkiewicz, Committee Chair/Trustee

Sanjay Talwani, Trustee

Terry Beaver, Trustee

Others:

Sarah Sullivan, Trustee

Libby Goldes, Trustee

Tyler Ream, Superintendent

Josh McKay, Assistant Superintendent

Barb Ridgway, Chief of Staff

Elizabeth “Bea” Kaleva, Attorney

Janelle Mickelson, Business Manager

Stacy Collette, HR Director

Tammy Cloud-Harbour, Business Office

Jessica Evans, Executive Assistant

I. INTRODUCTIONS

Committee Chair, Luke Muszkiewicz, called the meeting to order at 12:04 p.m.

II. REVIEW OF AGENDA

No change to agenda.

III. GENERAL PUBLIC COMMENT

No public comment.

IV. REVIEW SEPTEMBER 4, 2018 BOARD POLICY MEETING MINUTES

Luke Muszkiewicz asked to change, "He would like to have an agree/consensus on items..." to "He would like to strive for consensus but note any disagreement on items...". No further changes.

V. PRESENTATION OF POLICIES FOR SECOND REVIEW:

A. 4330 Facility Use:

Dr. Ream gave accolades to the group that is working on a procedure to help accompany the policy. Extensive discussion was held on the arrangements that are made with different groups and the fees associated with the custodial piece. Barb Ridgway pointed out that some groups are saying they cannot afford a custodial fee, however, discussion led to realizing most groups need custodial services. “The procedural side is hard on this one...”, Dr. Ream stated. Discussion on trying to find out what is best for everyone in this situation, including the schools. Trustee, Terry Beaver pointed out that our own students use the gyms on weekends and “are not using a custodian, however, we are asking the community to do something different...”. “We want the community to use the facilities, but we want to be able to serve kids on a Monday morning.”, Dr. Ream stated. Terry said, “Logistically it has already created problems, but we need to continue our promises and recognize community needs...”.

Discussion about underwriting custodial needs and waiving custodial and/or insurance requirements.

Procedures need to be very clear because of the subjectivity involved. “We want to remove the human judgment call”, Trustee Sanjay Talwani stated. Discussion about coming up with a rubric. The group went back and forth about the possibilities of having a rubric made for the different groups, however, they concluded that it’s hard to have a black and white answer. The answers lie ultimately in the procedure and what the group comes up with, not the policy, alone. Procedurally, the district needs to structure how they do or don’t charge certain groups, custodial fees, and who is required to provide insurance. Extensive discussion was held on the challenges groups may have to provide proof of insurance.

Josh McKay, Assistant Superintendent stated that the District needs a “facility use contract”. If it is opened, it’s opened...may be something that doesn’t fit our mission...”. Bea talked about different procedures from other districts and prioritizing what the District should do.

Luke would like to move this forward to the full board, committee agreed.

The following changes were suggested to be made to the policy:

Line 16: Remove

VI. PRESENTATION OF POLICIES FOR FIRST REVIEW

A. 4050 School Resource Officer Program: Tabled for the next meeting.

B. 5015 Employee Harassment, Intimidation, and Bullying Prevention: Short discussion led by Bea saying the “state requires us to have a staff policy on paper”. The committee to revisit existing student bullying policy and do the two together.

VII. CONTINUE REVIEW OF POLICY MANUAL – SERIES 2000 and 3000:
None.

VIII. SUPERINTENDENTS' REPORT:
None.

IX. ADJOURNMENT Committee Chair Muszkiewicz adjourned the meeting at 1:06 p.m.

NEXT MEETING:
November 6, 2018 – May Butler Center
Noon – 1:00 p.m.

2 **COMMUNITY RELATIONS**

3 **Rental and Use of School Facilities Administrative Procedure**

4
5 The Board of Trustees wishes to make School District facilities available to responsible
6 community organizations, associations, and individuals for appropriate civic, cultural, welfare,
7 educational or recreational activities that do not interfere with the delivery of education and the
8 best interests of the School District. The Board is committed to ensuring fair and equitable
9 access to all district facilities.

10 The Board of Trustees recognizes the investment that the community has made in the School
11 District buildings and facilities and wishes for such buildings and facilities to be temporarily
12 used under such provisions and control as the School District may see necessary to impose. To
13 the greatest extent possible, citizens of the community should use School District facilities, so
14 long as the educational programs of the School District are not hindered.

15 District facilities are not available for rent during district closed calendar days (See specific
16 Official District Calendar for specific dates.). This includes all district observed holidays.

17
18 The administration shall be charged with the responsibility of coordinating and authorizing use
19 of all grounds and facilities by groups other than those directly connected with the School
20 District. The administration has developed the rules, regulations, and procedures for the use of
21 facilities.

22
23 ***Priority for Use of District Facilities***

24 The priority for the use of School District facilities is as follows and is in priority order:

- 25 1. School District Activities
26 2. Nonprofit Youth Activities
27 3. Other Nonprofit and Profit Activities

28
29 In rare instances a scheduled non-District event or activity may be rescheduled due to an
30 unforeseen conflict with a District event. The District will make every effort to provide as much
31 advance notice as possible to the Facility Use Contract holder.

32
33 ***Submitting Requests***

34 All facility use requests must be initiated through the Helena Public Schools facilities rental
35 website. Requests must be submitted at least ten (10) business days prior to the activity start
36 date. Requests will be approved by the building principal and forwarded to the Maintenance
37 Department for approval. The District Business Office will be responsible for developing all
38 contracts which will outline all requirements and associated fee for the use of school-owned
39 facilities.

40 The certificate of insurance listing Helena School District #1 as an additional insured and the
41 IRS determination letter should be attached to the Facility Use Request when submitted online.

42

43 The maximum length of a facility request is 90 calendar days. After 90 calendar days a request
44 for a facility may be resubmitted if the facility is available. A separate facility request form must
45 be submitted for each facility.

46 Any questions regarding facility charges or the tier designation that a group has received may be
47 directed to the District Facilities Coordinator at 406.324.2021.

48

49 ***Rental Fees and Other Associated Costs and Charges***

50

51 The District Business Services Administrator will periodically review and revise as necessary
52 rental fees and other associated costs based on the District's actual costs and other related
53 factors.

54

55 The School District Business Office will collect deposits if applicable and invoice the user of
56 school facilities on the basis of the fee schedule. There is a two-hour minimum charge for Tier 3
57 and Tier 4. A Session/Day Minimum Charge refers to 6 hours of use. Athletic equipment is not
58 available for rental. PE equipment may be available at the discretion of the Building Principal.
59 Generally, teacher classrooms are not available but can be approved at the discretion of the
60 Building Principal. Requests for school classrooms should be discussed with the Building
61 Principal first.

62 School spaces available for rent include gyms, common areas, and libraries. Auditoriums are
63 also available for rent and may require additional fees for a district technician to be onsite to run
64 equipment (e.g. lighting, audio, etc.) Exceptions may be made by the building principal and the
65 Facilities and Transportation Director.

66 **ACTIVITIES SURCHARGE** - All contracts include an annual \$30.00 surcharge to help fund
67 student activities and sports. This funding will supplement the Activities Department and will be
68 used to purchase supplies and equipment for all students and activities including sports, debate,
69 music, speech, cheerleading, dance, and other student activities. This fee cannot be waived or
70 voided.

71

Custodial and Technology Fees

72 Tiers 2-5 may be subject to custodial and/or technology fees which will be determined when
73 contracts are being prepared or an activity is being scheduled. These additional fees may also be
74 assessed if more than one location is required for an event or an event involves more than 100
75 participants.

76

77 The use of school equipment such as computers, TVs, media equipment, sound systems,
78 scoreboards, auditorium stage props, stage lighting, etc., shall only be permitted if included in
79 the RENTAL OF SCHOOL FACILITIES REQUEST FORM and upon evidence by the applicant
80 that such equipment is operated only by competent and trained personnel or someone hired from
81 the School District.

82

Liability Insurance

83 The district requires groups to supply documented proof of liability insurance coverage with the
84 district as a named insured in the amount of \$1,000,000 combined single limit per occurrence /
85 \$1,000,000 annual aggregate for Tiers Two, Three, Four and Five.

86
87

Custodial Staff

88 A custodian or other authorized staff member who is not participating in the activity may be
89 required to be on the premises when any group is using the school buildings. The cost of the
90 custodian will be included in the final contract if applicable.

91
92
93

Keyless Entry

94 For some locations the District may issue a contract holder a keyless entry fob which is
95 programmed to allow access to the building for the times agreed to in the rental contract. If a fob
96 is misplaced or lost during the rental period please notify the Facilities Office at 406.324.2021 as
97 soon as possible so the fob can be deactivated. This will prevent unauthorized access occurring
98 under the contract renters name. At the conclusion of the rental the fob must be returned to the
99 District Facilities Office at 1201 Boulder Avenue. A \$5.00 fee will be charged for unreturned or
100 lost fobs.

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Rental Tiers

Tier One: Activity Scheduler for District Events and Activities	Tier Two: Non-Profit with NO Fees or fees LESS than \$200.00 per participant (e.g. Fee types: Participation Fee, Participant Registration Fee, Membership Fee, and/or Participant Donation Request)	Tier Three: Non-Profit with Fees greater than \$200.00 per participant (e.g. Participation Fee, Participant Registration Fee, Membership Fees, and/or Participant Donation Request Charged)	Tier Four: For Profit Events	Tier Five: Reciprocal Agreements – <u>Must have an MOU or contract on file with the Business Office</u>
No Insurance Required	Liability Insurance Required	Liability Insurance Required	Liability Insurance Required	Liability Insurance Required
No Mandatory Activity Fee	Mandatory \$30. Annual Activity Fee Required for each group or team	Mandatory \$30. Annual Activity Fee Required for each group or team 3.2018	Mandatory \$30. Annual Activity Fee Required	
No Rental Fee	No Rental Fee	65% of Rental Fees Charged	100% of Rental Fees Charged	Fees may be negotiated if applicable
Example: Student Clubs, Activities and Athletic events, P.T.O. & HEF meetings & events	Example: Community Clubs, activities, sports teams, & events	Example: Kiwanis Travel Movies, Square Dancers, Traveling Sports Teams, Music groups, etc.	Example: Sports Camps, private service providers, etc.	Example: Varies

104

105 ***Supervision and Maintenance of Rented Facilities***

106 Sponsoring organizations and groups using facilities shall provide enough competent help and/or
107 special supervision. The amount of adequate supervision shall be agreed upon at the time the
108 contract is issued. Groups are expected to leave facilities in the condition in which they found
109 them. Should the district find the facility in an unacceptable condition as a result of the rental,
110 the group who signed the rental contract may be assessed a charge. Additionally, the group may
111 also be denied access to district facilities in the future.

112 No functional alteration of the premises or functional changes in the use of such premises shall
113 be made without specific written consent of the District.

114 School property must be protected from damage and mistreatment and ordinary precautions for
115 cleanliness maintained. Groups shall be responsible for the condition in which they leave the
116 school facilities. In cases where school property has been damaged or abused beyond normal
117 wear, the same shall be paid for by the organization involved.

118 Groups that have been excluded from other community facilities because of damage will not be
119 allowed to rent District facilities.

120

121 ***Compliance with Applicable Laws, Regulations and Policies***

122

123 School District facilities will only be rented to groups or organizations that agree to comply in all
124 respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, that
125 neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods,
126 facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex,
127 age, marital status, physical or mental disability, or national origin, and that it will not publish,
128 circulate, issue, display, post, or mail a written or printed communication, notice or
129 advertisement which states or implies that any of the services, goods, facilities, advantages, or
130 privileges offered by it while in School District facilities will be refused, withheld, or denied
131 because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental
132 disability, or national origin.

133

134 ***Alcohol, Drugs, Tobacco and Tobacco Innovations***

135 Alcoholic beverages, tobacco / tobacco innovations, and illegal narcotics (including medical
136 marijuana) shall **not** be permitted in school facilities or on school property at any time.

137

138 ***Property Damage or Loss***

139 All applicants for use of school facilities shall hold the district and its agents free and without
140 harm from any loss, damage or liability of expense that may arise during, or be caused in any
141 way, by such use or occupancy of school facilities. In the event that property loss or damage is
142 incurred during such use or occupancy, the amount of damage shall be decided by the
143 Superintendent and the bill for damages shall be presented to the group using or occupying the
144 facility during the time the loss or damage occurred.

145 The use of the District’s playing fields must be appropriate and compatible with each playing
146 field and its surrounding area, and appropriate rental rate schedules may apply. The use of
147 playing fields must not result in construction, damage or undue wear or pose a hazard to children
148 or others. Activities which endanger others or cause damage to fields and lawns are prohibited.
149 Should damage to fields or lawns occur, the Superintendent shall make a reasonable effort to
150 obtain restitution for any damage.

151

152 ***Reserved Rights***

153 Helena Public Schools (HPS) reserves the right to deny requests for facility use based on past
154 performance/compliance issues or a determination of organizational mission that is incongruent
155 with that of the Helena Public Schools. Additionally, HPS reserves the right to perform routine
156 risk analyses on facility use requests on a case-by-case basis and assess appropriate fees or
157 deposits on new or unique requests.

158 The Board of Trustees authorizes the Superintendent to make final decisions on use of school
159 facilities by any group.

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161 Procedure History:

162 Adopted on:

163 Revised on:

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DRAFT

2 **PERSONNEL**

3 **Bullying/Harassment/Intimidation Prevention and Reporting**

4 The Helena Public School District strives to provide a safe and civil working and learning
5 environment. Bullying, harassment, intimidation, between employees or by third parties, are
6 strictly prohibited and shall not be tolerated. This includes bullying, harassment, or intimidation
7 via electronic communication devices (“cyberbullying”).

8 **Definitions**

9 The District expressly prohibits any form of harassment, intimidation or bullying based on race,
10 color, religion, creed, sex, age, marital status, national origin, political ideas, or perceived or
11 actual gender identity, sexual orientation or disability.

12 1. “Third parties” include but are not limited to students, coaches, school volunteers,
13 parents, school visitors, service contractors or others engaged in District business, such
14 as School District Trustees, employees of businesses or organizations participating in
15 cooperative work programs with the District, and others not directly subject to District
16 control at inter-district and intra-District athletic competitions or other school events.
17

18 2. “District” includes District facilities, District premises, and non-District property if the
19 employee is at any District-sponsored, District-approved, or District-related activity or
20 function, such as field trips or athletic events, where the employee is engaged in
21 District business.
22

23 3. “Harassment, intimidation, or bullying” means any act that substantially interferes
24 with an individual’s opportunities, work or learning performance, that takes place on
25 or immediately adjacent to school grounds, at any school-sponsored activity, on
26 school-provided transportation, or anywhere conduct may reasonably be considered to
27 be a threat or an attempted intimidation of a staff member / third party or an
28 interference with school purposes or an educational function, and that has the effect of:
29

- 30 A. Physically harming an individual or damaging an individual’s property;
- 31 B. Knowingly placing an individual in reasonable fear of physical harm to the
- 32 individual or damage to the individual’s property; or
- 33 C. Creating a hostile working environment.

34
35 4. “Electronic communication device” means any mode of electronic communication,
36 including, but not limited to, computers, cell phones, PDAs, or the Internet.

37 **Reporting**

38 If an employee feels that he or she has been the subject of harassment, intimidation or bullying or
39 has witnessed or become aware of harassment, intimidation or bullying in violation of these
40 policies, he or she is encouraged to immediately report his/her concerns to the building principal

41 or the District Administrator, who has overall responsibility for such investigations. Complaints
42 against the building principal shall be filed with the Superintendent. Complaints against the
43 Superintendent or District Administrator shall be filed with the Board.

44
45 All complaints about behavior that may violate this policy shall be promptly investigated. Upon
46 receipt of the complaint alleging harassment, Human Resources will take appropriate action to
47 prevent the alleged conduct from continuing pending completion of the investigation. All
48 complaints of harassment will be investigated as discreetly and confidentially as possible, but the
49 District cannot promise anonymity to any individual. Employees are required to participate fully
50 in investigations related to harassment, intimidation and bullying. No employee will be retaliated
51 against for making a complaint in good faith or for participating in an investigation regarding a
52 violation of District policy.

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

55

56 **Responsibilities**

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58 The District Administrator shall be responsible for ensuring that notice of this policy is provided
59 to staff and third parties and for the development of administrative regulations, including reporting
60 and investigative procedures, as needed.

61

62 **Consequences**

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64 Staff whose behavior is found to be in violation of this policy will be subject to discipline up to
65 and including dismissal. Third parties whose behavior is found to be in violation of this policy
66 shall be subject to appropriate sanctions as determined and imposed by the District Administrator
67 or the Board. Individuals may also be referred to law enforcement officials.

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69 **Retaliation and Reprisal**

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

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77 Legal References: 10.55.701(1)(g), ARM Board of Trustees

78 10.55.801(1)(d), ARM School Climate

79

80 Cross References: 3005 Harassment, Intimidation and Bullying Prevention

81

82 Policy History:

83 Adopted on:

84 Revised on:

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3 **STUDENTS**

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5 Harassment, Intimidation, and Bullying Prevention

6
7 The Board is committed to providing students with a safe and civil school environment free from
8 harassment, intimidation and bullying. The Board and District will not tolerate harassment,
9 intimidation or bullying in any form at school, school-related events (including off campus
10 events), school sponsored activities, school buses or any event related to school business.
11 Bullying, harassment, intimidation or hazing by students, staff, or third parties, is strictly
12 prohibited and shall not be tolerated. Inciting, aiding, encouraging, coercing or directing others
13 to commit acts of harassment, intimidation or bullying is prohibited under this policy.

14
15 Intimidation, bullying and harassment include any gesture or written, verbal or physical act that
16 is reasonably perceived as being motivated either by any actual or perceived characteristic, such
17 as race, color, religion, ancestry, national origin, gender, sexual orientation, sexual identity,
18 culture, social origin or condition, political affiliation or a mental, physical or sensory handicap,
19 or by any other distinguishing characteristic.

20
21 Intimidation, bullying and harassment include acts that a reasonable person knew or should have
22 known, under the circumstances the gesture or written or physical act (a) will have the effect of
23 harming a student or damaging the student’s property; or (b) will place a student in reasonable
24 fear of harm to the student’s person or damage to the student’s property; or (3) has the effect of
25 insulting or demeaning any student or group of students in such a way as to disrupt or interfere
26 with the school’s educational mission or the education of any student.

27
28 ***Definitions:***

- 29
- 30 1. “Third parties” include but are not limited to coaches, school volunteers, parents, school
31 visitors, service contractors or others engaged in District business, such as employees of
32 businesses or organizations participating in cooperative work program with the District,
33 and others not directly subject to District control at inter-district and intra-District athletic
34 competitions or other school events.
 - 35
36 2. “District” includes District facilities, District premises, and non-District property if the
37 student or employee is at any District-sponsored, District-approved, or District-related
38 activity or function, such as field trips or athletic events, where students are under the
39 control of the District or where the employee is engaged in District business.
 - 40
41 3. “Hazing” includes but is not limited to any act that recklessly or intentionally endangers
42 the mental or physical health or safety of a student for the purpose of initiation or as a
43 condition or precondition of attaining membership in or affiliation with any District-
44 sponsored activity or grade-level attainment, including but not limited to forced
45 consumption of any drink, alcoholic beverage, drug, or controlled substance, forced
46 exposure to the elements, forced prolonged exclusion from social contact, sleep

47 deprivation, or any other forced activity that could adversely affect the mental or physical
48 health or safety of a student; requires, encourages, authorizes or permits another to be
49 subject to wearing or carrying any obscene or physically burdensome article, assignment
50 of pranks to be performed, or other such activities intended to degrade or humiliate.

- 51
- 52 4. “Bullying” means any harassment, intimidation, hazing, or threatening, insulting, or
53 demeaning gesture or physical contact, including any intentional written, verbal, or
54 electronic communication (cyberbullying) or threat directed against a student that is
55 persistent, severe, or repeated, and that substantially interferes with a student’s
56 educational benefits, opportunities, or performance, that take place on or immediately
57 adjacent to school grounds, at any school-sponsored activity, on school-provided
58 transportation, at any official school bus stop, or anywhere conduct may be reasonable be
59 considered to be a threat or an attempted intimidation of a student or staff member or an
60 interference with school purposes or an educational function, that has the effect of:
- 61 a. Physically harming a student or damaging a student’s property;
 - 62 b. Knowingly placing a student in reasonable fear of physical harm to the student or
63 damage to the student’s property;
 - 64 c. Creating a hostile educational environment, or;
 - 65 d. Substantially and materially disrupts the orderly operation of a school.
- 66
- 67 5. “Electronic communication device” means any mode of electronic communication,
68 including but not limited to computers, cell phones, PDAs, or the internet.
- 69

70 ***Reporting***

71 All complaints about behavior that may violate this policy shall be promptly investigated. Any
72 student, employee, or third party who has knowledge of conduct in violation of this policy or
73 feels he/she has been a victim of hazing, harassment, intimidation, or bullying in violation of this
74 policy is encouraged to immediately report his/her concerns to the building principal or the
75 District Administrator, who have overall responsibility for such investigations. A student may
76 also report concerns to a teacher or counselor, who will be responsible for notifying the
77 appropriate District official. Students who have concerns about bullying or harassment from
78 staff members are encouraged to report their concerns to the building principal. Complaints
79 against the building principal shall be filed with the Superintendent. Complaints against the
80 Superintendent or District Administrator shall be filed with the Board.

81

82 All staff are obligated to address bullying, harassment and intimidation as described in Board
83 policy, administrative procedures and / or staff and student handbooks.

84 ***Exhaustion of Administrative Remedies***

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

93 ***Consequences***

94 Students whose behavior is found to be in violation of this policy will be subject to discipline up
95 to and including expulsion. Staff whose behavior is found to be in violation of this policy will be
96 subject to discipline up to and including dismissal. Third parties whose behavior is found to be in
97 violation of this policy shall be subject to appropriate sanctions as determined and imposed by the
98 District Administrator or the Board. Individuals may also be referred to law enforcement
99 officials.

100

101 ***Retaliation and Reprisal***

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

107

108 Cross Reference: 5010 PERSONNEL: Harassment / Intimidation / Bullying

109

110 Legal Reference: § 20-5-207, MCA “Bully-Free Montana Act”
111 § 20-5-208, MCA Definition
112 § 20-5-209, MCA Bullying of student prohibited
113 § 20-5-210, MCA Enforcement – exhaustion of administrative
114 remedies

115

116 10.55.701(2)(f), ARM Board of Trustees
117 10.55.719, ARM Student Protection Procedures
118 10.55.801(1)(d), ARM School Climate

119

120 Policy History:

121 Adopted on:

122 Revised on: 12.11.1990, 6.10.2003