

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 12/13/16



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☒ Superintendent's Report
Action: ☐ Resignation ☐ Hiring ☐ Contract Service Agreements
 ☐ Travel Out-of-State ☐ Travel In State ☐ Approvals
 ☐ Termination ☐ Legal Matters ☐ Other:
This action request pertains to ☐ Elementary (only) ☐ High School/District Wide

Date: 12/2/16

To: **Board of Trustees**
 Browning Public Schools

From: John P. Rouse
Title: Superintendent

Subject: Second Reading: New Flexibility Policies Recommended by MTSBA

Description: The board reviewed the policies listed during the November 30 meeting and recommended option 4 in the Proficiency based ANB policies. There were no other recommended changes in the first reading:

- Proficiency-Based ANB
- Transfers for School Safety
- Multidistrict Agreements (including a sample agreement format)
- Flexible Instructor Licensing
- Cooperative Purchasing
- Non-voted Levy for Excess IDEA Costs
- Adult Education
- Meal Charge.

Attachment(s): policies

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____

Browning Public Schools

Policy #

Policy Name: *Proficiency-Based ANB*

Regulation:

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.~~

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

Legal Reference: 20-9-311(4)(a)(b)(d), MCA Calculation of average number belonging
(ANB) – 3-year averaging

20-3-324, MCA Powers and duties

10.55.906 ARM High School Credit

Policy History:

Adopted on:

Amended on:

1 **Browning Public Schools**

2
3 Policy #

4 Policy Name: *Transfers for School Safety*

5 *Regulation:*

6
7 It is the policy of the District to increase the flexibility and efficiency of the District's resources by
8 utilizing the provision of law allowing
9 transfers of funds to improve school safety and security.

10
11 The District may transfer state or local revenue from any budgeted or non-budgeted fund, other than the
12 debt service fund or retirement fund, to its building reserve fund in an amount not to exceed the school
13 district's estimated costs of improvements to school safety and security

14
15 The transfer of such funds can be for:

- 16
17 1. planning for improvements to school safety, including but not limited to the cost of services provided by
18 architects, engineers, and other consultants;
19 2. installing or updating locking mechanisms and ingress and egress systems at public school access points,
20 including but not limited to systems for exterior egress doors and interior passageways and rooms, using
21 contemporary technologies;
22 3. installing or updating bullet-resistant windows and barriers; and
23 4. installing or updating emergency response systems using contemporary technologies.

24
25 Any transfers made under this policy and Montana law are not considered expenditures to be applied
26 against budget authority. Any revenue transfers that are not encumbered for expenditures by June 30,
27 2019, must be transferred back to the originating fund from which the revenue was transferred.

28
29 If transfers of funds are made from a District fund supported by a non-voted levy, the District may not
30 increase its non-voted levy for the purpose of restoring the transferred funds.

31
32 **Legal Reference:** 20-9-503, MCA Budgeting, tax levy, and use of building reserve fund

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35 **Policy History:**

36 Adopted on:

37 Amended on:

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Browning Public Schools

Policy #

Policy Name: *Multidistrict Agreements*

Regulation:

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing multidistrict agreements whenever possible.

Montana law (20-3-363, MCA) allows the boards of trustees of any two or more school districts to enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts and to provide for the joint funding and operation and maintenance of all participating districts upon the terms and conditions as may be mutually agreed to by the districts

The agreement must be approved by the boards of trustees of all participating districts and must include a provision specifying terms upon which a district may exit the multidistrict cooperative. The agreement may be for a period of up to 3 years.

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

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

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

Examples of flexibility under this policy and Montana Law include but are not limited to:

- A district with a separate high school and elementary budget can enter into an agreement within the district;
- A district may enter into an agreement with any other school district(s) for the sharing of resources, including supplies, services, personnel, etc.

Legal Reference: 20-3-363, MCA Multidistrict agreements – fund transfers
20-9-703, MCA District as prime agency
2-9-704, MCA District as cooperating agency

Policy History:

Adopted on:

Amended on:

1
2 **Browning Public Schools**
3

4 Policy #

5 Policy Name: *Model Multidistrict Agreement*

6 *Regulation:*
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8 This Multidistrict Agreement (hereinafter "Agreement") is entered into this _____ day of _____
9 _____, 20_ by and between identify participating school districts (collectively hereinafter
10 "Participating District" or "Participating Districts").
11

12 WHEREAS, pursuant to section 20-3-363, MCA, the boards of trustees of any two or
13 more school districts may enter into an Multidistrict Agreement to create a multidistrict cooperative to
14 perform any services, activities, and undertakings of the Participating Districts and to provide for the
15 joint funding and operation and maintenance of all Participating Districts upon the terms and conditions
16 as may be mutually agreed to by the districts subject to the conditions of section 20-3-363, MCA;
17

18 WHEREAS, an Agreement made pursuant to section 20-3-363, MCA, must be approved
19 by the board of trustees of all Participating Districts;
20

21 WHEREAS, all expenditures in support of the Multidistrict Agreement may be made
22 from the interlocal cooperative fund in accordance with sections 20-9-703 and 20-9-704, MCA. Each
23 Participating District of the multidistrict cooperative may transfer funds into the interlocal cooperative
24 fund from the general fund, any budgeted fund, or any non-budgeted fund of the Participating Districts,
25 except as limited/prohibited law as follows:
26

- 27 1. transfers to the interlocal cooperative fund from each Participating District's general fund are
28 limited to an amount not to exceed the direct state aid in support of the respective school district's
29 general fund;
30 2. transfers from the retirement fund, the debt service fund or the compensated absence liability
31 fund are prohibited; and
32 3. transfers may not be made with funds restricted by federal law unless such transfer is in
33 compliance with any restrictions or conditions imposed by federal law.
34

35 WHEREAS, in accordance with section 20-9-703, MCA, _____ shall
36 be designated as the prime agency. All other Participating Districts shall be designated as cooperating
37 agencies;
38

39 WHEREAS, expenditures from the interlocal cooperative fund are limited to those
40 expenditures that are permitted by law and that are within the final budget for the budgeted fund from
41 which the transfer was made.
42

43 NOW THEREFORE, the districts hereby agree as follows:
44

- 45 1. To create a multidistrict cooperative for the purpose of **incorporate purpose(s) here:**
46
47 2. To create an interlocal cooperative fund for the purpose of transferring funds from the
48 Participating Districts for the purpose(s) stated herein;

1
2 3. The **identify the district designated as the prime agency** is designated as the prime agency
3 and as such shall establish a non-budgeted interlocal cooperative fund for the purpose of the
4 financial administration of this Multidistrict Agreement.
5

6 4. All other Participating Districts are designated as the cooperating agencies and in accordance
7 with section 20-9-704, shall transfer its financial support under this Agreement to the prime agency
8 by district warrant.
9

10 5. Any and all amounts transferred into the interlocal cooperative fund by any Participating District
11 may come from: (a) the respective district's general fund in an amount not to exceed the direct state
12 aid in support of the respective school district's general fund; or (b) any other budgeted fund of a
13 participating district, except that funds cannot be transferred from the retirement fund or the debt
14 service fund; or (c) any non-budgeted fund of a Participating District, except that funds cannot be
15 transferred from the compensated absence liability fund.
16

17 6. Transfers may not be made with funds restricted by federal law unless the transfer is in compliant
18 with any restrictions or conditions imposed by federal law.
19

20 7. Any and all amounts transferred into the interlocal cooperative fund by each Participating District
21 must be for the purpose stated herein as mutually agreed upon between the Participating Districts in
22 accordance with the terms of this Agreement.
23

24 8. The term of this Agreement shall be from _____ to _____. *This
25 Agreement may be extended by mutual approval of each Participating District. However, the term of
26 the Agreement may not extend beyond 3 years. Any remaining fund balance in the interlocal
27 cooperative fund at year end may be carried over to the subsequent fiscal year.
28

29 9. The terms of this Agreement may be changed upon mutual written approval of the Participating
30 Districts.
31

32 10. Each Participating District shall agree how the funds shall be disbursed during the current fiscal
33 year by establishing a budget or guidelines. The prime agency shall adhere to this Agreement. The
34 Participating Districts will be provided with a monthly accounting summary of expenditures from the
35 prime agency.
36

37 11. The multidistrict cooperative may be dissolved upon mutual consent of all Participating Districts
38 in writing upon _____ days written notice to all Participating Districts. In addition, any
39 Participating District may terminate its participation in the multi-district cooperative upon ____ days
40 written notice to all Participating Districts. In the event that the multidistrict cooperative is dissolved
41 in its entirety or any Participating District terminates its participation in the multidistrict cooperative,
42 the provisions of Paragraph 12 below shall apply.
43

44 12. Upon termination of this Agreement by one or all Participating Districts, the funds of the district
45 or districts that no longer desire to participate in this multidistrict cooperative shall be returned to
46 such District(s) on a pro rata share of the current funds held by the prime agency after all outstanding
47 financial obligations have been paid with said funds to revert back to the original fund(s) from which
48 the money was transferred as a result of said District(s) participation in the multidistrict cooperative.

1
2 13. This Agreement shall be interpreted according to and governed by the laws of the State of
3 Montana.
4

5
6 As agreed on this _____ day of _____, 20____.
7

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12 _____
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14 _____

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17 Attest:
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26 **Note: The term of the agreement may be for a period of up to 3 years.*
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Browning Public Schools

Policy #

Policy Name: *Flexible Instructor Licensing*

Regulation:

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 4 for CTE
 - Valid for a period of 5 years
 - Renewable pursuant to the requirements of 10.57.215, ARM and the requirements specific to each type of Class 4 license.
 - 4A – for licensed teachers without a CTE endorsement
 - 4B – for individuals with at least a bachelor's degree

- 4C – for individuals with a minimum of a high school diploma or GED
- Class 5 alternatives
 - Good for a maximum of 3 years
 - Requirements dependent upon the alternative the district is seeking
- Emergency authorization of employment
 - Individual must have previously held a valid teacher or specialist certificate or have met requirements of rule 10.57.107, ARM
 - Emergency authorization is valid for one year, but can be renewed from year to year provided conditions of scarcity continue to persist

Legal References: 10.55.716, ARM Substitute Teachers
10.55.607, ARM Internships
10.57.107, ARM Emergency Authorization of Employment
10.57.215, ARM Renewal Requirements
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

Policy History:

Adopted on:

Amended on:

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2 **Browning Public Schools**
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4 Policy #

5 Policy Name: *Cooperative Purchasing*

6 *Regulation:*
7

8 It is the policy of the District to increase the flexibility and efficiency of the District's resources by
9 utilizing provisions in law that allow for cooperative purchasing without the formalities of the bidding
10 process.
11

12 The District may enter into a cooperative purchasing contract for the procurement of supplies or services
13 with one or more districts. This allows the District to participate in a cooperative purchasing group to
14 purchase supplies and services through the group without bidding if the cooperative purchasing group
15 has a publicly available master list of items available with pricing included and provides an opportunity
16 at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest
17 responsible bidder standard.
18

19 An example of flexibility under this policy and Montana Law includes but is not limited to the Montana
20 Cooperative Services (MCS) Program.
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23 **Legal Reference:** 20-9-204(4), MCA Conflicts of interest, letting contracts, and calling
24 for bids – exceptions
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27 **Policy History:**

28 Adopted on:

29 Amended on:
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Browning Public Schools

Policy #

Policy Name: *Non-Voted Levy for Excess IDEA Costs*

Regulation:

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

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

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

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

Policy History:

Adopted on:

Amended on:

Browning Public Schools

Policy #

Policy Name: *Adult Education*

Regulation:

The Board of Trustees authorizes the establishment of an adult education program. The course offerings in such program may include but shall not necessarily be limited to instruction in basic skills, such as reading, writing, arithmetic, and other skills required to function in society, and/or any subject normally offered in the basic high school curricula of the school district.

Course Offerings:

Course offerings under the district's adult education program shall include and be regularly aligned with and focused on the subjects required for graduation under policy 2410, and further aligned with the district's curriculum and assessment requirements, and the content standards of the Board of Public Education. The Administration shall periodically compile, update and publish a list showing the corresponding course equivalency between adult education courses and the district's high school courses required for graduation.

Enrollment Qualifications:

The Board of Trustees authorizes the enrollment of any member of the community who is 16 years of age or older who is not a regularly enrolled, full-time pupil for the purposes of ANB computation as provided in 20-7-701, MCA, including part-time pupils subject to the limitations of this section.

Eligibility for enrollment of any part-time pupil who is 16 years of age or older is subject to the Administration's assurances that the concurrent enrollment in high school and adult education of any part-time pupil claimed as such for ANB computation is, when combined, equal to or less than the equivalent of three-quarter-time enrollment as defined in 20-9-311, MCA.

Primary Purpose 1: Credit Recovery/Improvement of Graduation Rates

A preference for enrollment in specific courses in the district's adult education program shall be accorded to any person:

1. Who has been previously enrolled as a pupil of the district in any of the 4 academic years prior to the year for which enrollment in the district's adult basic education program is sought;
2. Who has failed to previously earn a high school diploma; and
3. Who is seeking to enroll in any course required for graduation under policy 2410 that the person has not yet completed.

Upon the successful completion of all missing course work required for graduation by any person enrolled in the district's adult education program under this section, and provided the person is otherwise qualified, the district shall grant such person a high school diploma in accordance with policy 2410.

Primary Purpose 2: Post-Secondary Success and Readiness

A preference for enrollment in specific courses in the district's adult education program shall be accorded to any person:

1. Who is at least 16 years of age but who is not yet 19 years of age;
2. Who has not yet graduated and is enrolled in the high school district on no more than a part time basis or who has graduated and has been admitted by the trustees as a part time pupil pursuant to

20-5-101(3); and

3. Who is seeking to enroll in any advance placement, dual credit or concurrent credit course offered in collaboration with the Montana university system.

Option 1 on Tuition Cost, Person Pays: Any person enrolled in adult education courses under this section shall be responsible for any third party supplemental fees charged for participation in such courses, including but not limited to tuition charged by a postsecondary institution for courses granting college credit and advanced placement test fees charged by the College Board.

Option 2 on Tuition Cost, District Pays: The district shall pay for any third party supplemental fees charged for participation in such courses, including but not limited to tuition charged by a postsecondary institution for courses granting college credit and advanced placement test fees charged by the College Board

Option 3 on Tuition Cost, District Defrays Cost: Any person enrolled in adult education courses under this section shall be responsible for the first \$100 per credit of any third party supplemental fees charged for participation in such courses, including but not limited to tuition charged by a postsecondary institution for courses granting college credit and advanced placement test fees charged by the College Board. The district shall pay for any third party costs above the first \$100 per credit.

Primary Purpose 3: Additional Offerings for the Community Aligned with Business and Economic Trends

Additional adult education offerings may be developed in collaboration with community representatives, subject to approval and authorization by the Board. Preference in the development of such additional offerings will be provided to course offerings aligned with and designed to address identified community needs for retraining and/or professional development caused by economic or other circumstances unique to the community.

Cross Reference: Policy 2410 – 2410P High School Graduation Requirements

Legal Reference: § 20-5-101(3), MCA Admittance of child to school.
§ 20-7-701, MCA Definition of adult basic education and adult education.
§ 20-9-311, MCA Calculation of average number belonging
(ANB) – 3 year averaging
10.55.906, ARM High School Credit

Policy History:

Adopted on:

Amended on:

1
2 **Browning Public Schools**

3
4 Policy # **8205**

5 Policy Name: *Meal Charges*

6 *Regulation:*

7
8 The Browning School/School District has eliminated the risk for unpaid meal charges by participating in the
9 Community Eligibility Provisions (CEP) program, which is a meal service option for schools and school districts
10 operating the school meal programs in high-poverty communities. CEP allows the school to provide breakfast
11 and lunch at no cost to all enrolled children without the need to collect applications or establish individual
12 eligibility for a four-year period, thereby increasing access to school meals and eliminating unpaid meal charges.
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22 **Cross Reference:**

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24 **Legal Reference:**

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26 **Policy History:**

27 Adopted on:

28 Amended on:
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