

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MISSOULA AND MISSOULA COUNTY PUBLIC SCHOOLS  
FOR USE OF LOWELL ELEMENTARY SCHOOL  
AS A NEIGHBORHOOD COMMUNITY CENTER

This Interlocal Agreement is by and between MISSOULA COUNTY PUBLIC SCHOOLS ("MCPS" or "District"), 915 South Ave W, Missoula, MT 59801, as owner of the school property commonly known as Lowell Elementary School (School), and the CITY OF MISSOULA, through its Parks and Recreation Department ("City" or "Manager"), 600 Cregg Lane, Missoula, Montana 59801, as Manager of the Lowell Elementary School Neighborhood Community Center per the following recitals and terms.

RECITALS:

WHEREAS, the local governments are authorized to enter into interlocal agreements pursuant to Title 7, Chapter 11, Part 1, M.C.A. (the "Interlocal Cooperation Act"), to make the most efficient use of their powers by enabling them to cooperate with each other 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; and

WHEREAS, it is desirable that the City and MCPS enter into this Interlocal Agreement to set forth the limitations and procedures to achieve the many benefits of a neighborhood school-based community center, which include addressing the challenges created by the COVID-19 global pandemic on students, parents, and members of the community including front-line workers, and businesses; and

WHEREAS, MCPS and the City have a history of demonstrating interlocal collaboration most recently by entering into a lease agreement which provides for the shared use of Westside Park, including related efforts for redesign, renovation and improvements, and maintenance of Westside Park, on the 20th day of December, 2019, thereby reflecting ongoing and continued cooperation in the use and management of Westside Park for safety, security, and benefit of Lowell students, neighborhood residents, and the community; and

WHEREAS, the City, through its' Parks & Recreation Department, and MCPS, through the Principal and leadership staff at Lowell Elementary School, along with numerous partners, have worked collaboratively over the past year to develop the shared Mission and Guiding Principles shown on Exhibit A, for a neighborhood community center at Lowell Elementary School/Westside Park; and

WHEREAS, the numerous partners included in the development of the shared Mission and Guiding Principles include the following: Lowell Elementary School PTA, North Missoula Community Development Corporation, The Food Bank, Partnership Health Center, City-County Health Department Health Equity programs, United Way, Zero to Five Missoula County, Garden City Harvest, Western MT Flagship Program, Missoula County Public Library, and others; and

WHEREAS, the 2017 Health Equity Study states: "During the neighborhood walkabout, one major topic of discussion was a lack of things to do in the Northside/Westside neighborhood. Participants identified the need for improved play area for middle school age children, a community center, and recreational opportunities such as basketball hoops, ice-skating rinks, and indoor spaces for play;" and

WHEREAS, the concept of a school-based community center is new to Missoula, though school-based community centers in other areas are well-established cornerstones of health and educational equity; and

WHEREAS, the City and partners desire that the pilot program and agreement for a school-based community center at Lowell Elementary School will develop a framework and template for intergovernmental and public non-profit agreements, interagency policies, procedures, and measures allowing the potential to expand the concept to additional schools in the area; and

WHEREAS, the community center at Lowell Elementary School and Westside Park will be a safe and welcoming space for Lowell students, families with young children, and area residents of all ages, with key components including the following:

- Neighborhood free food pantry
- Early childhood play space, programming, and parent support
- Physical and behavioral health clinic and services
- After-school and out-of-school programming and drop-in space
- Social, recreational, and educational events for children of all ages, families, and adults; and

WHEREAS, expanded out-of-school programming for Lowell students, siblings, family members and community members will increase recreational, social, and learning opportunities while providing much-needed program options for children of working families; and

WHEREAS, additional onsite and out of school time services (e.g. a free and nutritious food pantry, family-friendly events, a wide array of health care and social services) will result in greater utilization of these supports by neighbors in need, and establish Lowell Elementary School as the neighborhood center for gathering, building resiliency, and a lifetime of learning and recreation skills; and

WHEREAS, programs and services will emphasize play, learning, and engagement for children and all ages, empowering individuals and creating greater health and social equity, helping break the cycle of generational poverty; and

WHEREAS, program development, coordination, and leadership by qualified, well-trained and well-supported professionals through the City's Parks and Recreation Department, will create a replicable model and set the program on the pathway to excellence and sustainability; and

WHEREAS, numerous community plans such as the Parks, Recreation, Open Space, and Trails Plan and surveys, Northside/Westside Neighborhood Plan, Equity Health Plan, and the MCPS 21<sup>st</sup> Century Model of Education support collaboration and the concept of community engagement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to work cooperatively on the many aspects of joint use of Lowell Elementary School to maximize benefits for students, parents, and neighborhood residents as follows:

### **Section 1. Program and building administration and management**

1.01 MCPS will provide access to Lowell Elementary School as a neighborhood community center outside of “school hours.” For the purposes of this Agreement, school hours means generally any and all hours beginning 30 minutes before the start of any official school day and ending 30 minutes following the close of any official school day. School hours do not include official holidays, school breaks, weekends, summer break, and other days school is not held. The afterschool program will commence when the academic day ends and conclude at 5:30pm each academic day. In addition, school-sponsored events outside of the typical school day shall also be considered to be held during school hours for purposes of this Agreement. MCPS has the sole authority to determine whether an event is officially school-sponsored.

1.02 The MCPS superintendent or designee must approve any community center program services delivered during the official school day.

1.03 The parties shall implement best practices in health and safety and in preventing the transmission of communicable diseases, including but not limited to coronavirus, while making every effort to continue the education and personal growth of students while providing their parents and/or guardians the ability to work.

1.04 Program and service priorities (which may include programs and services targeted to the COVID-19 pandemic), determination of hours available for programs and services, subject to the restrictions provided in this Agreement, program and provider criteria, logistics, policy and protocols, staffing and training, as well as performance measures, will be reviewed and approved by an ad-hoc advisory committee made up of the Lowell Elementary School Principal or designee; a MCPS representative assigned by MCPS Superintendent or designee; Lowell Elementary School PTA president or designee; City Parks and Recreation Director or designee; and 5 at-large members composed of Lowell School parents, neighborhood or community residents, and/or non-profit providers. The nine (9) member ad-hoc committee shall meet monthly to approve or support community center staff efforts, make recommendations for change, and to advise and update MCPS’s Board of Trustees, City Council, Superintendent of MCPS, and the Mayor. The MCPS Board, City Council, MCPS Superintendent, City CAO, and Mayor retain their respective decision-making authorities related to budget, funding, mission, risk management, facility use etc.

1.05. Programs that support Lowell Elementary School students shall have priority in scheduling as follows:

- a. Full-time after-school programming for students that commences at the end of the school day and ends no later than 5:30 p.m.
- b. Family education programs for parents, including but not limited to job assistance programs, from the City or a non-profit provider, that occurs at the end of the school day and ends no later than 5:30 p.m.

1.06. The City, with input from the Lowell School Principal, will hire a community center coordinator, site supervisors, and Parks & Recreation program staff. These positions will be part of the City's Parks and Recreation Department. The ad-hoc advisory committee will provide input on the annual work plan and priorities of the coordinator. The coordinator may be co-located at the Parks & Recreation building and at Lowell School.

1.07. The City, through its' Parks and Recreation Department, will be responsible for the oversight and management of City programs and services provided through the community center, including those programs and services provided by others.

1.08. MCPS shall provide the City with a schedule for Lowell School custodial services. When community center programming occurs outside of the scheduled custodial hours, the parties shall cooperate to ensure that the space used is safe, clean, and in functioning order prior to the next day. The City will work with MCPS when the parties mutually identify the need for additional custodial services. When additional custodial services are necessary (outside of the normal custodial schedule), the City will cover the cost of those services. The City agrees to provide basic clean-up and facility visual inspection following community center programs to ensure facilities used are ready for the next day. Outside of official or scheduled school hours, the parties shall cooperate to ensure that a District custodian and/or District staff member who is qualified to operate the boiler is available.

1.09. All programs offered shall be in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. Such programs shall be offered regardless of disability and shall ensure access to individuals with disabilities.

1.10. Nothing herein shall supersede the confidentiality requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and/or the Family Educational Rights Privacy Act ("FERPA"). The City is not entitled to any health information regarding any health services provided on District property subject to HIPAA or student information subject to FERPA except as permitted by the applicable law.

## **Section 2 Agreement Term**

2.01. This agreement begins upon execution of the Agreement, and expires on June 30, 2025, unless extended or sooner terminated pursuant to any provisions contained herein.

2.02 Renewal – This agreement may be extended in five-year increments beyond the initial term by mutual written agreement, of the parties.

2.03 The Parties agree to review the operation of programs offered pursuant to this interlocal Agreement on an annual basis, to consider whether each parties' expectations are being met.

### **Section 3 Use of Lowell School Property**

3.01. Outside of school hours, the City may use designated parts of the school building for community center programing as described in Section 1, in accordance with applicable City of Missoula Municipal Code, Montana State Code, Federal laws, and District policy. Community Center programing outside of school hours shall be limited to the gym, cafeteria, food pantry, computer hub, possibly one classroom, or other assigned and approved areas. At least one City employee will be onsite during all community center programing to monitor use of the space and to ensure the performance of basic clean-up services (e.g. emptying trash cans, sanitizing handles and high touch surfaces, flushing toilets, and sweeping floors). School use and use for school sponsored events shall have priority over community center use and shall be scheduled before each session of Community Center programming is scheduled. Except as otherwise provided herein, MCPS is not obligated to provide staffing for community center events.

3.02 MCPS shall provide a schedule of school and school-sponsored events to the City coordinator each quarter. The coordinator for the City shall provide a schedule of community programing to MCPS Operations and Maintenance Department each quarter. The City and the MCPS Operations and Maintenance Department will develop a monthly schedule for maintenance coverage of Community Center spaces at Lowell Elementary School. The MCPS Operations & Maintenance Department and The City shall agree to the maintenance coverage schedule each quarter. The ad-hoc Advisory committee, working with MCPS and City staff will set each program session and establish quarterly due dates for coordination of maintenance coverage related to Community Center uses.

3.03. Once the schedule for community center events has been determined as provided above, MCPS retains the authority to rent available time in the Lowell Elementary School facilities pursuant to its facility rental policies and procedures. Fees from such rentals will be used to offset the cost of maintaining the school. MCPS acknowledges that third-party rental of the Lowell Elementary School facilities shall have the lowest priority after school and school-sponsored events and use of the facilities as a community center as provided herein.

3.04. The City acknowledges that Lowell School is MCPS-owned property and that the property serves as an elementary school. The City acknowledges MCPS' alcohol-free, drug-free, tobacco-/vapor-product-free, harassment-free and weapon-free policies relating to use of the Property. The City shall require all its employees, program providers,

and contractors to refrain from committing any criminal conduct, using tobacco/vapor products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any unauthorized controlled substances, carrying weapons, or engaging in any inappropriate interactions of any nature whatsoever with students and staff members, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for MCPS's students and staff members.

3.05. Use of Lowell Elementary School as a neighborhood community center shall not interfere with the official school day operations or school-sponsored events. MCPS reserves the right to prohibit the use of the school when in the best interest of the District. And, to seek the ejection of any individual from the property who is disruptive of school or District operations or poses a risk to the building or to the safety and well-being of its students, staff, parents, or the community.

3.06. MCPS' policies, procedures, and rules shall apply at any time any portion of the School is being used by the City as provided herein. The City may apply and enforce provisions of Missoula Municipal Code, in particular Title 12, governing public use and behaviors when the property is not within the MCPS exclusive use periods; however, the City shall enforce MCPS Board Policy 4332 (Conduct on School Property) EXHIBIT B and any subsequent revisions to such policy when any portion of the School is being used as a community center. MCPS shall provide the City with a copy of the current policy and shall provide the City with prompt notice of any revisions thereto.

3.07. In connection with the City's management of use of the School as a neighborhood community center outside of school hours, the parties mutually acknowledge that:

1. Specific areas of the school may be blocked off to use as a community center.
2. MCPS may adopt reasonable rules, and regulations, of which it will provide notice to the City, which:
  - a. are for the safety, care, order and cleanliness of the School, and any improvements placed therein;
  - b. do not unreasonably and materially interfere with the intended goals of a neighborhood community center and the public's use and enjoyment of the center; and
  - c. do not require payment of additional monies to either party, except by consent.
3. The Parties may erect or post signs to provide notice of rules or regulations, adopted by MCPS or the City.

#### **Section 4 Improvements**

4.01. The City recognizes that Lowell Elementary School is an elementary school and was recently renovated through a bond measure. The space within the School is to be used first for school purposes. MCPS may consider minor improvements that do not impact the use of the space for school purposes. Notwithstanding any other provision in



this Agreement, MCPS retains the sole authority to approve or disapprove any requested improvements within the School.

4.02. The City is authorized to install limited signage at Lowell Elementary School. Any improvements by the City that have been authorized by MCPS shall be the property of the City and shall be removed upon termination or expiration of this Agreement as provided herein. The City shall pay for any improvements authorized herein to be constructed. The City shall not make any alterations without notice to and the written consent of MCPS.

4.03 Any City furniture, equipment or personal property placed in Lowell Elementary School by the City and paid for by the City, and not permanently attached or affixed to Lowell Elementary School, shall remain the property of the City and may be removed at any time the City may desire.

4.04 The City is responsible for repairs for any substantial or unusual damage to the walls, floors or ceiling caused removal of furnishings or improvements.

## **Section 5 Maintenance and Services**

5.01. MCPS shall be responsible for Lowell Elementary School Property, except as provided in Section 3 and 5.02. The City's use of the school shall be in a manner that maintains the school in good, safe, and serviceable order.

5.02. In the event of damage to the Lowell Elementary School furnishings or equipment caused by a community center participant the City shall pay for all necessary repairs at its sole expense. MCPS reserves the right to perform such repairs using its own personnel or may retain a qualified contractor in accordance with District policy and Montana law at its sole discretion. MCPS shall provide advance notice to the City of planned repairs as well as projected costs allowing the City opportunity to address the repair and the cost.

## **Section 6 Budget and Funding**

6.01. MCPS and the City agree to develop and adhere to a mutually acceptable and specific schedule, budget and budget tracking along with protocols, for provision of community center programs and services.

## **Section 7 Insurance**

7.01. The City will carry appropriate commercial general liability insurance of no less than \$1 million per occurrence. The parties acknowledge that MCA 2-9-108 provides liability limitations that may apply to both parties. The City shall name the District as an Additional Covered Party in its policy and must provide a certificate of insurance noting such coverage prior to occupancy. The City shall require insurance coverage by all community center program providers that use the school.

The District carries general liability insurance of no less than \$1 million per occurrence and \$2 million aggregate.

## **Section 8 Indemnification**

8.01. To the fullest extent permitted by law, the District agrees to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damages, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part District, or the District's agents, employees, officers, representative, assignees, or invitees in connection with duties and activities described in this Agreement.

To the fullest extent permitted by law, the City agrees to defend, hold harmless, and indemnify the District, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damages, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission of the City or the City's agents, representatives, employees, officers, assignees, or contractors performing duties pursuant to this Agreement.

## **Section 9 Non-Discrimination and Affirmative Action**

9.01. Non-Discrimination: Neither the City nor MCPS shall discriminate, in violation of law, against any citizen for the provision of services based upon race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression.

9.02 All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

9.03 Affirmative Action Policy: The City shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, sexual orientation, gender identity or expression, or public assistance status. . Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9.04 Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan,



and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings. This policy does not apply to District contractors, subcontractors, sub grantees or other firms doing business with MCPS.

## **Section 10 Assignment**

10.01. The City and MCPS mutually agree to not assign this agreement, or any portion of this agreement, to another party, without first obtaining the written approval of the other Party.

## **Section 11 Notices**

11.01. Any notices required to be given hereunder shall be both emailed in writing and mailed, postage prepaid, by United States certified mail, return receipt requested, and addressed to the Parties as follows, unless a different address is later designated by either Party in writing:

### Notices to the City:

Donna Gaukler  
Parks & Recreation Director

Missoula Parks & Recreation Department  
600 Cregg Lane  
Missoula, MT 59801

Email: [Dgaukler@ci.missoula.mt.us](mailto:Dgaukler@ci.missoula.mt.us)

### Notices to the MCPS:

Pat McHugh  
Executive Director of Business &  
Operations  
Missoula County Public Schools  
909 South Ave. W.  
Missoula, MT 59801

Email: [pmchugh@mcps.k12.mt.us](mailto:pmchugh@mcps.k12.mt.us)

## **Section 12 Agreement Termination**

12.01. Unless extended as provided for herein, this agreement shall terminate at the end of its term as specifically provided in this agreement.

12.02. The City agrees that upon termination of this agreement, it will surrender, yield up and deliver the property in good, clean condition.

12.03. Either party may terminate this agreement at any time upon One-Hundred Eighty (180) days written notice to the other party.

12.04. The City understands that MCPS may require the use of community center dedicated space and hours within the School and agrees that upon One-Hundred Eighty (180) days written notice to vacate from the School, it will vacate any or all of said areas as identified by MCPS.

12.05. The City shall pay all costs for the repair of any damage to the Property caused by the removal of any improvements, fixtures or personal property.

12.06. Nothing herein shall preclude the parties from mutually agreeing to another means of disposition of the Property or any improvements placed thereon by City.

### **Section 13. Construction of Agreement**

13.01. Binding on Successors. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successor, heirs, administrators and assigns of the Parties hereto.

13.02. Entire agreement. This agreement constitutes the entire understanding of the Parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein.

13.03. Amendments. Any amendment or variation from the terms of this agreement shall be in writing and shall be effective only after approval of all Parties signing this agreement.

13.04. Applicable Law. This agreement shall be construed in accordance with the laws of the State of Montana.

### **Section 14 Waiver of Terms and Conditions**

14.01 The failure of either party in any one or more instances to enforce one or more of the terms and conditions of this agreement or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

### **Section 15 Extension and Modification**

15.01 The parties hereto may extend or otherwise modify the terms of the agreement in whole or in part as circumstances may justify by mutual written agreement. Such modifications may be made in letter form and shall have the same force and effect as a formal addendum or amendment if executed by duly authorized representatives of the parties.

### **Section 16 Severability**

16.01. In the event any provision of this agreement is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of this agreement. Each provision of this agreement will be and is deemed to be separate and severable from each other provision.

### **Section 17: Entire Agreement**

17.01 This agreement shall constitute the whole agreement between the parties and supersede any prior verbal or written agreement or understanding related to this transaction.

**IN WITNESS WHEREOF**, the Parties have hereunto caused this agreement to be executed in several counterparts, each of which shall constitute an original and all of which taken together shall constitute a single instrument and to be legally binding agreement on this day of \_\_\_\_\_, 2021.

**CITY OF MISSOULA**

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

Attest: \_\_\_\_\_  
City Clerk

**MISSOULA COUNTY PUBLIC SCHOOLS**

By: \_\_\_\_\_  
BY: Superintendent of MCPS

STATE OF MONTANA           )  
  ) ss.  
COUNTY OF MISSOULA    )

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2021, by \_\_\_\_\_, on behalf of Missoula County Public Schools.

\_\_\_\_\_  
NOTARY PUBLIC for the State of Montana

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary's Name typed or printed  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## **EXHIBIT A**

### **The Community Center at Lowell Elementary School and Westside Park**

#### **Mission**

The Community Center at Lowell Elementary School and Westside Park is a model neighborhood hub, providing multigenerational opportunities, programs and services that improve academic, social and health outcomes, and promote personal and collective growth.

#### **Guiding Principles**

We strive to provide equitable and barrier-free access to programs and resources, with priority for Northside/Westside residents. We recognize that people of diverse backgrounds and identities may have unique needs and barriers.

Programs and services consider a range of needs across the lifespan including developmentally appropriate programs and services for 0-5, out of school opportunities for school age children, and recreational social/learning opportunities for all ages.

We assess success using relevant short and long-term measures of physical, academic, behavioral, and social wellbeing of students and community members.

We use a multi-agency, collective impact approach to leverage public and community resources in innovative ways to make sustainable, large-scale community change.

Our mindful planning of physical indoor and outdoor space supports a sense of belonging within the neighborhood.

The center improves our community's holistic health by including access to nutritious foods and safe spaces to play and gather. We further consider and seek to influence a person's lifelong overall physical, emotional and mental health.

We create opportunities for safe, supportive, unstructured play for youth and adults, as well as events and gatherings for families.

We stay humble and flexible; committed to reflecting and evolving to improve and meet changing community needs.

In addition to providing services and programs, the community center will serve as a neighborhood hub, fostering connection, pride, and trust.

## EXHIBIT B

### MCPS Policy 4332 Conduct on School Property

Missoula County Public Schools

COMMUNITY RELATIONS

4332

#### Conduct on School Property

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

1. Injure or threaten to injure another person;
2. Damage another's property or that of the District;
3. Violate any provision of the criminal law of the state of Montana or town or county ordinance;
4. Smoke or otherwise use a tobacco product, vapor products, or alternative nicotine product (tobacco includes, but is not limited to, cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco or any other tobacco or nicotine innovation);
5. Consume, possess, or distribute alcoholic beverages, illegal drugs, or possess dangerous weapons at any time;
6. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity occurring on school property;
7. Enter upon any portion of school premises at any time for purposes other than those which are lawful and authorized by the Board; or
8. Willfully violate other District rules and regulations.

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

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

Policy History:

Adopted on: August 10, 2004  
Revised at PN&P Committee on September 28, 2011 and posted for public comment.  
Approved on: November 8, 2011  
First Reading for revision on: March 22, 2105 and posted for public comment.  
Approved at Second Reading on: May 10, 2016  
First Reading for revision on November 12, 2019 and posted for public comment  
Approved at Second Reading on December 10, 2019