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5 Accommodating Individuals With Disabilities and Section 504 of the Rehabilitation Act of 1973

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7 It is the intent of the District to ensure that qualified employees with disabilities under Section 504 of the  
8 Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate accommodations or  
9 other positive actions in assistance.

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11 The District will not discriminate against a qualified individual on the basis of disability in regard to job  
12 application procedures, the hiring, advancement, or discharge of employees, employee compensation, job  
13 training, or other terms, conditions, and privileges of employment.

14  
15 The Superintendent is designated the Section 504 and Americans with Disabilities Act Title II  
16 Coordinator and, in that capacity, is directed to:

- 17  
18 1. Oversee District compliance efforts, recommend to the Board necessary modifications, and  
19 maintain the District’s final Title II self-evaluation document and keep it available for public  
20 inspection.
- 21  
22 2. Make information regarding Title II protection available to any interested party.
- 23  
24 3. Coordinating and monitoring the district’s compliance with Section 504 and Title II of the ADA,  
25 as well as state civil rights requirements regarding discrimination and harassment based on  
26 disability.
- 27  
28 4. Overseeing prevention efforts to avoid Section 504 and ADA violations by necessary actions,  
29 including by not limited to, scheduling Section 504 meetings, implementing and monitoring  
30 Section 504 plans of accommodation and providing information to employees and supervisors.
- 31  
32 5. Implementing the district’s discrimination complaint procedures with respect to allegations of  
33 Section 504/ADA violations, discrimination based on disability, and disability harassment; and
- 34  
35 6. Investigating complaints alleging violations of Section 504/ADA, discrimination based on  
36 disability, and disability harassment.

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38 The District’s procedure for resolution of complaints alleging violation of this policy is set forth in Policy  
39 1700.

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41 Cross Reference: 1700 Uniform Complaint Procedure

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43 Legal Reference: Americans with Disabilities Act, 42 U.S.C. §§ 12111, *et seq.*, and 12131, *et seq.*;  
44 28 C.F.R. Part 35.

45  
46 Policy History:

47 Adopted on: 11/16/2006

48 First reading on: 12/8/21

49 Second reading/Adopted on: 1/12/22

2  
3 **PERSONNEL**

5010

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6 Equal Employment Opportunity, Non-Discrimination, and Sex Equity

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8 The District will provide equal employment opportunities to all persons, regardless of their race,  
9 color, religion, creed, national origin, genetic information, sex, age, ancestry, marital status,  
10 military status, citizenship status, use of lawful products while not at work physical or mental  
11 disability. The District will make reasonable accommodation for an individual with a disability  
12 known to the District, if the individual is otherwise qualified for the position, unless the  
13 accommodation would impose undue hardship on the District.

14  
15 Inquiries regarding sexual harassment, sex discrimination, or sexual intimidation should be  
16 directed to the District Title IX Coordinator, to the Assistant Secretary for Civil Rights of the  
17 Department of Education, or both. The Board designates the following individual to serve as the  
18 District's Title IX Coordinator:

19  
20 Matt Porrovecchio, Special Services Director/AD  
21 600 Commerce St., Bigfork, MT 59911  
22 [mattp@bigfork.k12.mt.us](mailto:mattp@bigfork.k12.mt.us)  
23 406-837-7400  
24

25 Inquiries regarding discrimination on the basis of disability or requests for accommodation  
26 should be directed to the District Section 504 Coordinator. The Board designates the following  
27 individual to serve as the District's Section 504 Coordinator:

28  
29 Matt Porrovecchio, Special Services Director/AD  
30 600 Commerce St., Bigfork, MT 59911  
31 [mattp@bigfork.k12.mt.us](mailto:mattp@bigfork.k12.mt.us)  
32 406-837-7400  
33  
34

35 Any individual may file a complaint alleging violation of this policy, Policy 5012/512P – Sexual  
36 Harrassment, by following those policies or Policy 1700-Uniform Complaint Procedure.

37  
38 The District, in compliance with federal regulations, will notify annually all students, parents,  
39 staff, and community members of this policy and the designated coordinator to receive inquiries.  
40 This annual notification will include the name and location of the coordinator and will be  
41 included in all handbooks.

42  
43 The District will not tolerate hostile or abusive treatment, derogatory remarks, or acts of violence  
44 against students, staff, or volunteers with disabilities. The District will consider such behavior as  
45 constituting discrimination on the basis of disability, in violation of state and federal law.  
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All complaints about behavior that may violate this policy shall be promptly investigated.

Retaliation against an employee who has filed a discrimination complaint, testified, or participated in any manner in a discrimination investigation or proceeding is prohibited.

- Legal Reference:**
- Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*
  - Americans with Disabilities Act, Title I, 42 U.S.C. §§ 12111, *et seq.*
  - Equal Pay Act, 29 U.S.C. § 206(d)
  - Immigration Reform and Control Act, 8 U.S.C. §§ 1324(a), *et seq.*
  - Rehabilitation Act of 1973, 29 U.S.C. §§ 791, *et seq.*
  - Genetic Information Nondiscrimination Act of 2008 (GINA)
  - Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e), *et seq.*; 29 C.F.R., Part 1601
  - Title IX of the Education Amendments, 20 U.S.C. §§ 1681, *et seq.*; 34 C.F.R., Part 106
  - Montana Constitution, Art. X, § 1 - Educational goals and duties
  - § 49-2-101, *et seq.*, MCA      Human Rights Act
  - § 49-2-303, MCA              Discrimination in Employment
  - § 49-3-102, MCA              What local governmental units affected
  - §49-3-201, MCA              Employment of state and local government personnel.

Policy History:  
First reading on: 12/8/21  
Second reading/Adopted on: 1/12/22

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3 **PERSONNEL**

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6 Sexual Harassment of Employees

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8 The District does not discriminate on the basis of sex in any education program or activity that it operates.  
9 The District is required by Title IX of the Education Amendments of 1972 and the regulations  
10 promulgated through the U.S. Department of Education not to discriminate in such a manner. Inquiries  
11 about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to  
12 the Assistant Secretary for Civil Rights of the Department of Education, or both.

13  
14 The Board designates the following individual to serve as the District's Title IX Coordinator:

15  
16 Matt Porrovecchio, Special Services Director/AD  
17 600 Commerce St., Bigfork, MT 59911  
18 [mattp@bigfork.k12.mt.us](mailto:mattp@bigfork.k12.mt.us)  
19 406-837-7400  
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21 Any person may report sex discrimination, including sexual harassment, at any time, including during  
22 non-business hours. Such a report may be made using the attached form, in person, by mail, by telephone  
23 or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other  
24 means that results in the Title IX Coordinator receiving the person's verbal or written report.  
25

26 For purposes of this policy and the grievance process, "sexual harassment" means conduct on the basis of  
27 sex that satisfies one or more of the following:

- 28  
29 1. A District employee conditioning the provision of an aid, benefit, or service of the District on  
30 an individual's participation in unwelcome sexual conduct;  
31  
32 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and  
33 objectively offensive that it effectively denies a person equal access to the District's education  
34 program or activity; or  
35  
36 3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34  
37 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as  
38 defined in 34 USC 12291(a)(30).  
39

40 When the harassment or discrimination on the basis of sex does not meet the definition of sexual  
41 harassment, the Title IX Coordinator shall direct the individual to the applicable sex discrimination  
42 process for investigation.  
43

44 An individual is not required to submit a report of sexual harassment involving the Title IX coordinator.  
45 In the event the Title IX Coordinator is responsible for or a witness to the alleged harassment, the  
46 individual may report the allegations to the building principal or superintendent or other unbiased school  
47 official.  
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4 Retaliation Prohibited  
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6 The District prohibits intimidation, threats, coercion or discrimination against any individual for the  
7 purpose of interfering with any right or privilege secured by Title IX or this policy, or because the  
8 individual has made a report or complaint, testified, assisted, or participated or  
9 refused to participate in any manner in an investigation proceeding or hearing, if applicable. Intimidation,  
10 threats, coercion, or discrimination, including charges against an individual for code of conduct violations  
11 that do not involve sex discrimination or sexual harassment, but arise out of the same facts or  
12 circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual  
13 harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part,  
14 constitutes retaliation.  
15

16 Confidentiality  
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18 The District must keep confidential the identity of any individual who has made a report or complaint of  
19 sex discrimination, including any individual who has made a report or filed a formal complaint of sexual  
20 harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could  
21 constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights  
22 and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations,  
23 including the conduct of any investigation, hearing or judicial proceeding arising thereunder.  
24

25 Notice Requirements  
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27 The District provides notice to applicants for admission and employment, students, parents or legal  
28 guardians of elementary and secondary school students, employees and the union(s) with the name or  
29 title, office address, email address and telephone number of the Title IX Coordinator and notice of the  
30 District grievance procedures and process, including how to report or file a complaint of sex  
31 discrimination, how to file a formal complaint of sexual harassment and how the District will respond.  
32 The District also posts the Title IX Coordinator's contact information and Title IX policies and  
33 procedures in a prominent location on the District website and in all handbooks made available by the  
34 District.  
35

36 Training Requirements  
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38 The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who  
39 facilitates an informal resolution process, receives training on the definition of sexual harassment, the  
40 scope of the District's education program or activity, how to conduct an investigation and grievance  
41 process including hearings, appeals and informal resolution processes, when applicable, and how to serve  
42 impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The  
43 District also ensures that decision-makers and investigators receive training on issues of relevance of  
44 questions and evidence, including when questions and evidence about the complainant's sexual  
45 predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow,  
46 and training on any technology to be used at a live hearing, if applicable. Investigators also receive  
47 training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.  
48 All materials used to train individuals who receive training under this section must not rely on sex  
49 stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual  
50 harassment and are made publicly available on the District's website.  
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Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in Policy 5012P. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Cross Reference: Policy 5010 - Equal Employment and Non-Discrimination  
Policy 5012P – Sexual Harassment Procedures

Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
§§ 49-3-101, et seq., MCA Montana Human Rights Act  
Civil Rights Act, Title VI; 42 USC 2000d et seq.  
Civil Rights Act, Title VII; 42 USC 2000e et seq.  
Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
34 CFR Part 106 Nondiscrimination on the basis of sex in  
education programs or activities receiving  
Federal financial assistance  
10.55.701(1)(f), ARM Board of Trustees  
10.55.719, ARM Student Protection Procedures  
10.55.801(1)(a), ARM School Climate

Policy History:

First reading on: 12/8/21  
Second reading/Adopted on: 1/12/22

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3 **PERSONNEL**

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6 Sexual Harassment Grievance Procedure - Employees

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8 The Board requires the following grievance process to be followed for the prompt and equitable  
9 resolution of employee complaints alleging any action that would be prohibited as sexual harassment by  
10 Title IX. The Board directs the process to be published in accordance with all statutory and regulatory  
11 requirements.

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13 Definitions

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15 The following definitions apply for Title IX policies and procedures:

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17 “Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s  
18 Title IX Coordinator or any official of the District who has authority to institute corrective measures on  
19 behalf of the District, or to any employee of an elementary or secondary school.

20  
21 “Education program or activity:” includes locations, events or circumstances over which the District  
22 exercised substantial control over both the individual who has been reported to be the perpetrator of  
23 conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

24  
25 “Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual  
26 harassment.

27  
28 “Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute  
29 sexual harassment.

30  
31 “Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging  
32 sexual harassment against a Respondent and requesting that the District investigate the allegation of  
33 sexual harassment.

34  
35 “Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as  
36 reasonably available and without fee or charge to the Complainant or Respondent before or after the filing  
37 of a formal complaint or where no formal complaint has been filed.

38  
39 District Requirements

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41 When the District has actual knowledge of sexual harassment in an education program or activity of the  
42 District, the District will respond promptly in a manner that is not deliberately indifferent. When the  
43 harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the  
44 Title IX Coordinator will direct the individual to the applicable sex discrimination process bullying and  
45 harassment policy, or public complaint procedure for investigation.

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5 The District treats individuals who are alleged to be the victim (Complainant) and perpetrator  
6 (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive  
7 measures. Supportive measures are designed to restore or preserve equal access to the District's  
8 education program or activity without unreasonably burdening the other party, including measures  
9 designed to protect the safety of all parties or the District's educational environment, or deter sexual  
10 harassment. Supportive measures may include counseling, extensions of deadlines or other course-related  
11 adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties,  
12 leaves of absence, increased security and monitoring of certain areas of the District's property, campus  
13 escort services, changes in work locations and other similar measures.

14  
15 The Title IX Coordinator is responsible for coordinating the effective implementation of supportive  
16 measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the  
17 Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with  
18 respect to supportive measures, inform the Complainant of the availability of supportive measures with or  
19 without the filing of a formal complaint, and explain to the Complainant the process for filing a formal  
20 complaint. If the District does not provide the Complainant with supportive measures, then the District  
21 must document the reasons why such a response was not clearly unreasonable in light of the known  
22 circumstances.

#### 23 24 Timelines

25  
26 The District has established reasonably prompt time frames for the conclusion of the grievance process,  
27 including time frames for filing and resolving appeals and informal resolution processes. The grievance  
28 process may be temporarily delayed or extended for good cause. Good cause may include considerations  
29 such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the  
30 need for language assistance or accommodation of disabilities. In the event the grievance process is  
31 temporarily delayed for good cause, the District will provide written notice to the Complainant and the  
32 Respondent of the delay or extension and the reasons for the action.

#### 33 34 Response to a Formal Complaint

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36 At the time of filing a formal complaint, a Complainant must be participating in or attempting to  
37 participate in the education program or activity of the District with which the formal complaint is filed. A  
38 formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or  
39 other means designated by the District.

40  
41 The District must follow the formal complaint process before the imposition of any disciplinary sanctions  
42 or other actions that are not supportive measures. However, nothing in this policy precludes the District  
43 from placing a non-student employee Respondent on administrative leave during the pendency of the  
44 grievance process. The District may also remove a student Respondent alleged to have harassed an  
45 employee Complainant from the education setting. The student may receive instruction in an offsite  
46 capacity during the period of removal. This provision may not be construed to modify any rights under  
47 the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the  
48 Americans with Disabilities Act.



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4 Upon receipt of a formal complaint, the District must provide written notice to the known parties  
5 including:

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7 1. Notice of the allegations of sexual harassment, including information about the identities of  
8 the parties involved in the incident, the conduct allegedly constituting sexual harassment,  
9 the date and location of the alleged incident, and any sufficient details known at the time.  
10 Such notice must be provided with sufficient time to prepare a response before any initial  
11 interview;
- 12  
13 2. An explanation of the District's investigation procedures, including any informal resolution  
14 process;
- 15  
16 3. A statement that the Respondent is presumed not responsible for the alleged conduct and  
17 that a determination regarding responsibility will be made by the decision-maker at the  
18 conclusion of the investigation;
- 19  
20 4. Notice to the parties that they may have an advisor of their choice who may be, but is not  
21 required to be, an attorney, and may inspect and review any evidence; and
- 22  
23 5. Notice to the parties of any provision in the District's code of conduct or policy that  
24 prohibits knowingly making false statements or knowingly submitting false information.  
25

26 If, in the course of an investigation, the District decides to investigate allegations about the Complainant  
27 or Respondent that are not included in the notice initially provided, notice of the additional allegations  
28 must be provided to known parties.  
29

30 The District may consolidate formal complaints as to allegations of sexual harassment against more than  
31 one Respondent, or by more than one Complainant against one or more Respondents, or by one party  
32 against the other party, where the allegations of sexual harassment arise out of the same facts or  
33 circumstances.  
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### 35 Investigation of a Formal Complaint

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37 When investigating a formal complaint and throughout the grievance process, the District must:

- 38  
39 1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a  
40 determination regarding responsibility rests on the District and not the parties';
- 41  
42 2. Provide an equal opportunity for the parties to present witnesses and evidence;
- 43  
44 3. Not restrict either party's ability to discuss the allegations under investigation or to gather and  
45 present relevant evidence;
- 46  
47 4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is  
48 not required to be, an attorney. The District may establish restrictions regarding the extent to  
49 which the advisor may participate in the proceedings, as long as the restrictions apply equally to  
50 both parties;  
51

5. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

#### Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. a Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. the Respondent is no longer enrolled or employed by the District; or
3. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties. The grievance process will close in the event a notice of dismissal is provided to the parties. Support measures may continue following dismissal.

#### Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not

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4 intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory  
5 evidence whether obtained from a party or other source. Prior to completion of the investigative report,  
6 the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to  
7 inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit  
8 a written response to the Title IX Coordinator, which the investigator will consider prior to completion of  
9 the investigative report.

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11 Investigative Report

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13 The investigator must prepare an investigative report that fairly summarizes relevant evidence and send  
14 the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's  
15 advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written  
16 response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

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18 Decision-Maker's Determination

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20 The investigative report is submitted to the decision-maker. The decision-maker cannot be the same  
21 person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or  
22 make a determination regarding responsibility until 10 calendar days from the date the Complainant and  
23 Respondent receive the investigator's report.

24  
25 Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the  
26 opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide  
27 each party with the answers, and allow for additional, limited follow-up questions from each party.  
28 Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not  
29 relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to  
30 prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if  
31 the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with  
32 respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX  
33 Coordinator within three calendar days from the date the Complainant and Respondent receive the  
34 investigator's report.

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36 The decision-maker must issue a written determination regarding responsibility based on a preponderance  
37 of the evidence standard. The decision-maker's written determination must:

- 38  
39 1. Identify the allegations potentially constituting sexual harassment;
- 40  
41 2. Describe the procedural steps taken, including any notifications to the parties, interviews with  
42 parties and witnesses, site visits, methods used to gather evidence, and hearings held;
- 43  
44 3. Include the findings of fact supporting the determination;
- 45  
46 4. Draw conclusions regarding the application of any District policies and/or code of conduct  
47 rules to the facts;
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5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant; and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement. For employees, the sanctions may include any form of responsive discipline, up to and including termination.

#### Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The District also may offer an appeal equally to both parties on additional bases.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision

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4 describing the result of the appeal and the rationale for the result. The decision must be provided to both  
5 parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is  
6 filed.

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8 Informal Resolution Process  
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10 Except when concerning allegations that an employee sexually harassed a student, at any time during the  
11 formal complaint process and prior to reaching a determination regarding responsibility, the District may  
12 facilitate an informal resolution process, such as mediation, that does not involve a full investigation and  
13 determination of responsibility, provided that the District:

- 14  
15 1. Provides to the parties a written notice disclosing:  
16  
17 A. The allegations;  
18  
19 B. The requirements of the informal resolution process including the circumstances under  
20 which it precludes the parties from resuming a formal complaint arising from the same  
21 allegations, provided, however, that at any time prior to agreeing to a resolution, any  
22 party has the right to withdraw from the informal resolution process and resume the Title  
23 IX formal complaint process with respect to the formal complaint; and  
24  
25 C. Any consequences resulting from participating in the informal resolution process,  
26 including the records that will be maintained or could be shared.  
27  
28 2. Obtains the parties' voluntary, written consent to the informal resolution process.

29  
30 The informal resolution process generally will be completed within 30 calendar days, unless the parties  
31 and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal  
32 grievance process timelines are stayed during the parties' participation in the informal resolution process.  
33 If the parties do not reach resolution through the informal resolution process, the parties will resume the  
34 formal complaint grievance process, including timelines for resolution, at the point they left off.

35  
36 Recordkeeping  
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38 The District must maintain for a period of seven years records of:

- 39  
40 1. Each sexual harassment investigation, including any determination regarding responsibility,  
41 any disciplinary sanctions imposed on the Respondent, and any remedies provided to the  
42 Complainant designed to restore or preserve equal access to the District's education program or  
43 activity;  
44  
45 2. Any appeal and the result therefrom;  
46  
47 3. Any informal resolution and the result therefrom; and  
48  
49 4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any  
50 person who facilitates an informal resolution process. The District must make these training  
51 materials publicly available on its website.

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3  
4 The District must create, and maintain for a period of seven years, records of any actions, including any  
5 supportive measures, taken in response to a report or formal complaint of sexual harassment. In each  
6 instance, the District must document the basis for its conclusion that its  
7 response was not deliberately indifferent, and document that it has taken measures designed to restore or  
8 preserve equal access to the District's education program or activity.  
9

10  
11 Cross Reference: Policy 5010 Equal Employment and Non-Discrimination  
12 Policy 5012 Sexual Harassment  
13 Policy 5255 Employee Discipline  
14

15 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
16 Section 49-3-101, et seq., MCA, Montana Human Rights Act  
17 Civil Rights Act, Title VI; 42 USC 2000d et seq.  
18 Civil Rights Act, Title VII; 42 USC 2000e et seq.  
19 Education Amendments of 1972, Title IX; 20 USC 1681 et seq.  
20 34 CFR Part 106 Nondiscrimination on the basis of sex in  
21 education programs or activities receiving  
22 Federal financial assistance  
23 10.55.701(1)(f), ARM Board of Trustees  
24 10.55.719, ARM Student Protection Procedures  
25 10.55.801(1)(a), ARM School Climate  
26  
27

28 Policy History:

29 First reading on: 12/8/21

30 Second reading/Adopted on: 1/12/22

2  
3 **Sexual Harassment Reporting/Intake Form for Employees**

4 This form is not required. Complaints may be submitted in any manner noted in Policy 5012. The form  
5 may be used by the  
6 Title IX Coordinator to document allegations.

7  
8 School \_\_\_\_\_ Date \_\_\_\_\_

9  
10 Employee's name \_\_\_\_\_

11  
12 • Who was responsible for the harassment or incident(s)? \_\_\_\_\_

13  
14  
15 • Describe the incident(s). \_\_\_\_\_

16  
17  
18  
19 • Date(s), time(s), and place(s) the incident(s) occurred. \_\_\_\_\_

20  
21  
22  
23 • Were other individuals involved in the incident(s)?  yes  no  
24 If so, name the individual(s) and explain their roles. \_\_\_\_\_

25  
26  
27  
28  
29 • Did anyone witness the incident(s)?  yes  no  
30 If so, name the witnesses. \_\_\_\_\_

31  
32  
33  
34  
35 • Did you take any action in response to the incident?  yes  no  
36 If yes, what action did you take? \_\_\_\_\_

37  
38  
39  
40  
41 • Were there any prior incidents?  yes  no  
42 If so, describe any prior incidents. \_\_\_\_\_

43  
44  
45  
46 Signature of complainant \_\_\_\_\_

47  
48 *Retaliation is prohibited by federal law and district policy. The identity of the individual signing this form*  
49 *will remain confidential in accordance with law and policy.*

2  
3 **PERSONNEL**

5  
6 Performance Evaluations

7  
8 Performance evaluation instruments and the evaluation process should focus on improvement of  
9 professional skills and effectiveness and also provide the basis for employment recommendations to the  
10 Board of Trustees.

11  
12 The Superintendent is directed to create written procedures for evaluations of all district employees:  
13 certified instructional staff, classified staff, administrators, and administrative support staff not covered by  
14 either the BUC or BAEA negotiated agreements.

15  
16 Evaluation of Tenured Teachers/Non-Tenured Teachers will follow CBA

17  
18 Employment Recommendations – Tenured and Non-Tenured Teachers

19  
20 Performance evaluations may be used as the basis for employment recommendations to the Board of  
21 Trustees. Recommendations may constitute dismissal or non-renewal of contract. A non-tenured teacher  
22 who is non-renewed by the Board of Trustees may not use the grievance procedure to challenge the non-  
23 renewal decision.

24  
25 Classified Employees – Non-Probationary

26  
27 Non-probationary classified employees will be evaluated a minimum of once per year by their immediate  
28 supervisor. The Supervisor may perform multiple evaluations to address performance deficiencies or  
29 request evaluation assistance from other supervisors, administrators, or an evaluation team comprised of  
30 both. Employees who work only during the school year should be evaluated prior to May 15<sup>th</sup> of each  
31 year.

32  
33 Classified Employees – Probationary

34  
35 Probationary Classified employees should be evaluated within three (3) months of the start of  
36 employment and again prior to the end of the sixth (6) month probationary period. The Supervisor may  
37 perform multiple evaluations to address performance deficiencies or request evaluation assistance from  
38 other supervisors, administrators, or an evaluation team comprised of both.

39  
40 Employment Recommendation – Probationary and Non-Probationary Classified Employees

41  
42 Performance evaluations may be used as the basis for employment recommendations to the Board of  
43 Trustees. Recommendations may constitute dismissal or, in the event of a probationary employee,  
44 termination of employment without cause prior to the end of the probation period.



1  
2  
3  
4 Administrative Staff

5  
6 The Superintendent shall evaluate administrative staff prior to June 15<sup>th</sup> of each year utilizing the  
7 Administrative Evaluation Instrument.

8  
9 Supervisory Staff

10  
11 The Superintendent shall evaluate the Maintenance Director and Transportation Director a minimum of  
12 once a year. The Superintendent shall evaluate the Food Service Director a minimum of once a year. The  
13 Classified Personnel Evaluation Instrument shall be used.

14  
15 Administrative Support Staff

16  
17 Those employees not covered by either the BAEA or BUC Collective Bargaining Agreement shall be  
18 evaluated annually by the Superintendent or Business Manager using the Classified Personnel Evaluation  
19 Instrument.

20  
21 Certified Non-Teacher Employees

22  
23 Employees such as the school nurse and school counselor have specialized job assignments where the  
24 standard certified evaluation instrument may not be appropriate. The Superintendent is authorized to  
25 prepare evaluation instruments specific to the duties of these positions.

26  
27 Superintendent

28  
29 The Superintendent will be evaluated by the Board of Trustees in accordance with Policy 6110,  
30 Administration.

31  
32 Evaluation of Certified Staff

33  
34 Each certified staff member's job performance will be evaluated by the staff member's direct supervisor.  
35 Certified staff members will be evaluated according to the terms stated in the current collective  
36 bargaining agreement if applicable or once per year. The evaluation model shall be aligned with  
37 applicable district goals, standards of the Board of Public Education, and the district's mentorship and  
38 induction program. It shall identify what skill sets are to be evaluated, include both summative and  
39 formative elements, and include an assessment of the educator's effectiveness in supporting every student  
40 in meeting rigorous learning goals through the performance of the educator's duties.

41  
42 The supervisor will provide a copy of the completed evaluation to the staff member and will provide  
43 opportunity to discuss the evaluation. The original should be signed by the staff member and placed in  
44 the personnel file. If the staff member refuses to sign the evaluation, the supervisor should note the  
45 refusal and submit the evaluation to the Superintendent.



2  
3 **PERSONNEL**

4  
5 Employee Drug and Alcohol Offenses

6  
7 In accordance with the requirements of the "Drug-Free Workplace Act of 1988," all employees are hereby  
8 notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled  
9 substance is prohibited.

10  
11 It is prohibited for any employee of this school district to manufacture, distribute, dispense, possess, or  
12 use a controlled substance in the workplace. Employees must, as a condition of direct or indirect  
13 employment in any federal grant program, comply with this policy and notify their immediate supervisor  
14 of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5)  
15 days after such conviction. Your supervisor is responsible to notify the personnel office immediately  
16 after notice from any employee or otherwise receiving notice of such conviction. The personnel office is  
17 responsible for notifying the Federal Granting Agency of the conviction within ten (10) days of learning  
18 of the conviction.

19  
20 Violations of this policy will result in disciplinary action up to and including termination and may have  
21 legal consequences.

22  
23 Employees are encouraged to seek assistance in dealing with drug problems. Conscientious efforts to  
24 seek help for drug dependency will not jeopardize an employee's job status. It is the intention of this  
25 school district to maintain a drug-free workplace.

26  
27  
28 Legal Reference:           41 USC 701, et.seq.           Drug Free Workplace

29  
30  
31  
32 Policy History:

33 Adopted on: 01/06/1999

34 First reading on: 12/8/21

35 Second reading/Adopted on: 1/12/22

1 **Bigfork School District #38** **R**

2  
3 **PERSONNEL** **5228**

4  
5 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

6  
7 The District will adhere to federal law and regulations requiring a drug and alcohol testing program for  
8 school bus and commercial vehicle drivers.

9  
10 The program will comply with requirements of the Code of Federal Regulations, Title 49, §§ 382, *et seq.*  
11 The Superintendent will adopt and enact regulations consistent with federal regulations, defining the  
12 circumstances and procedures for testing.

13  
14  
15  
16 **Legal Reference:** 49 U.S.C. §§ 45101, et seq. Alcohol and Controlled Substances Testing  
17 (Omnibus Transportation Employee Testing Act of 1991)  
18 49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol  
19 Testing Programs), 382 (Controlled substance and alcohol use and testing), and  
20 395 (Hours of service of drivers)

21  
22  
23 Policy History:  
24 First reading on: 12/8/21  
25 Second reading/Adopted on: 1/12/22

3  
4 **PERSONNEL**

5  
6  
7 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

8  
9 School bus and commercial vehicle drivers shall be subject to a drug and alcohol testing program that  
10 fulfills the requirements of the Code of Federal Regulations, Title 49, Part 382.

11  
12 Other persons who drive vehicles designed to transport sixteen (16) or more passengers, including the  
13 driver, are likewise subject to the drug and alcohol testing program.

14  
15 Testing procedures and facilities used for the tests shall conform with the requirements of the Code of  
16 Federal Regulations, Title 49, §§ 40, et seq.

17  
18 Pre-Employment Tests

19  
20 Tests shall be conducted before the first time a driver performs any safety-sensitive function for the  
21 District. Safety-sensitive functions include all on-duty functions performed from the time a driver begins  
22 work or is required to be ready to work, until he/she is relieved from work and all responsibility for  
23 performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment;  
24 supervising, performing, or assisting in loading and unloading; repairing or obtaining and waiting for help  
25 with a disabled vehicle; performing driver requirements related to accidents; and performing any other  
26 work for the District or paid work for any entity.

27  
28 The tests shall be required of an applicant only after he/she has been offered the position.

29  
30 Exceptions may be made for drivers who have had the alcohol test required by law within the previous six  
31 (6) months and participated in the drug testing program required by law within the previous thirty (30)  
32 days, provided that the District has been able to make all verifications required by law.

33  
34 Post-Accident Tests

35  
36 Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any  
37 driver:

- 38  
39 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident  
40 involved loss of human life; or  
41 2. Who receives a citation under state or local law, for a moving traffic violation arising from the  
42 accident.

43  
44 Drivers shall make themselves readily available for testing, absent the need for immediate medical  
45 attention.

46  
47 No such driver shall use alcohol for eight (8) hours after the accident, or until after he/she undergoes a  
48 post-accident alcohol test, whichever occurs first.

49  
50 If an alcohol test is not administered within two (2) hours or if a drug test is not administered within  
51 thirty-two (32) hours, the District shall prepare and maintain records explaining why the test was not

1  
2  
3  
4 conducted. Tests will not be given if not administered within eight (8) hours after the accident for alcohol  
5 or within thirty-two (32) hours for drugs.

6  
7 Tests conducted by authorized federal, state, or local officials will fulfill post-accident testing  
8 requirements, provided they conform to applicable legal requirements and are obtained by the District.  
9 Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing  
10 obligations.

#### 11 12 Random Tests

13  
14 Tests shall be conducted on a random basis at unannounced times throughout the year. Tests for alcohol  
15 shall be conducted just before, during, or just after the performance of safety-sensitive functions. The  
16 number of random alcohol tests annually must equal twenty-five percent (25%) of the average number of  
17 driver positions. The number of random drug tests annually must equal fifty percent (50%) of the average  
18 number of driver positions. Drivers shall be selected by a scientifically valid random process, and each  
19 driver shall have an equal chance of being tested each time selections are made.

#### 20 21 Reasonable Suspicion Tests

22  
23 Tests shall be conducted when a supervisor or District official trained in accordance with law has  
24 reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This  
25 reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning  
26 the driver's appearance, behavior, speech, or body odors. The observations may include indications of  
27 the chronic and withdrawal effects of controlled substances.

28  
29 Alcohol tests are authorized for reasonable suspicion only if the required observations are made during,  
30 just before, or just after the period of the work day when the driver must comply with alcohol  
31 prohibitions. An alcohol test may not be conducted by the person who determines that reasonable  
32 suspicion exists to conduct such a test. If an alcohol test is not administered within two (2) hours of a  
33 determination of reasonable suspicion, the District shall prepare and maintain a record explaining why  
34 this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours.

35  
36 A supervisor or District official who makes observations leading to a controlled substance reasonable  
37 suspicion test shall make a written record of his/her observations within twenty-four  
38 (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

#### 39 40 Enforcement

41 Any driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up test shall  
42 not perform or continue to perform safety-sensitive functions.

43  
44 Drivers who test positive for alcohol or drugs shall be subject to disciplinary action up to and including  
45 termination of employment.

46  
47 A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the  
48 names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment  
49 programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be  
50 evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in  
51 resolving such a problem. Any substance abuse professional who determines that a driver needs

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4 assistance shall not refer the driver to a private practice, person, or organization in which he/she has a  
5 financial interest, except under circumstances allowed by law.  
6

7 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a  
8 substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation  
9 program and shall be subject to unannounced follow-up tests after returning to duty.  
10

#### 11 Return-to-Duty Tests

12  
13 A drug or alcohol test shall be conducted when a driver who has violated the District's drug or alcohol  
14 prohibition returns to performing safety-sensitive duties.  
15

16 Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the  
17 return-to-duty drug test produces a verified negative result.  
18

19 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the  
20 return-to-duty alcohol test produces a verified result that meets federal and District standards.  
21

#### 22 Follow-Up Tests

23  
24 A driver who violates the District's drug or alcohol prohibition and is subsequently identified by a  
25 substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject  
26 to unannounced follow-up testing as directed by the substance abuse professional in accordance with law.  
27 Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is  
28 performing safety-sensitive functions.  
29

#### 30 Records

31  
32 Employee drug and alcohol test results and records shall be maintained under strict confidentiality and  
33 released only in accordance with law. Upon written request, a driver shall receive copies of any records  
34 pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol  
35 tests. Records shall be made available to a subsequent employer or other identified persons only as  
36 expressly requested in writing by the driver.  
37

#### 38 Notifications

39  
40 Each driver shall receive educational materials that explain the requirements of the Code of Federal  
41 Regulations, Title 49, Part 382, together with a copy of the District's policy and regulations for meeting  
42 these requirements. Representatives of employee organizations shall be notified of the availability of this  
43 information. The information shall identify:  
44

- 45 1. The person designated by the District to answer driver questions about the materials;
- 46 2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
- 47 3. Sufficient information about the safety-sensitive functions performed by drivers to make clear  
48 what period of the work day the driver is required to comply with Part 382;
- 49  
50  
51

- 1
- 2
- 3 4. Specific information concerning driver conduct that is prohibited by Part 382;
- 4
- 5 5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382;
- 6
- 7 6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver
- 8 and the integrity of the testing processes, safeguard the validity of test results, and ensure that test
- 9 results are attributed to the correct driver;
- 10
- 11 7. The requirement that a driver submit to drug and alcohol tests administered in accordance with
- 12 Part 382;
- 13
- 14 8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant
- 15 consequences;
- 16
- 17 9. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part
- 18 382, including the requirement that the driver be removed immediately from safety- sensitive
- 19 functions and the procedures for referral, evaluation, and treatment;
- 20
- 21 10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less
- 22 than 0.04;
- 23
- 24 11. Information concerning the effects of drugs and alcohol on an individual's health, work, and
- 25 personal life; signs and symptoms of a drug or alcohol problem (the driver's or a
- 26
- 27 coworker's); and available methods of intervening when a drug or alcohol problem is suspected,
- 28 including confrontation, referral to an employee assistance program, and/or referral to
- 29 management; and
- 30
- 31 12. The requirement that the following personal information collected and maintained under this part
- 32 shall be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse:
- 33
- 34 A. A verified positive, adulterated, or substituted drug test result;
- 35
- 36 B. An alcohol confirmation test with a concentration of 0.04 or higher;
- 37
- 38 C. A refusal to submit to any test required by law;
- 39
- 40 D. An employer's report of actual knowledge, as defined in law;
- 41
- 42 E. On duty alcohol use;
- 43
- 44 F. Pre-duty alcohol use;
- 45
- 46 G. Alcohol use following an accident;
- 47
- 48 H. Controlled substance use;
- 49
- 50 I. A substance abuse professional report of the successful completion of the return-to-
- 51 duty process;



1  
2  
3 J. A negative return-to-duty test; and  
4

5 K. An employer's report of completion of follow-up testing.  
6

7 Drivers shall also receive information about legal requirements, District policies, and disciplinary  
8 consequences related to the use of alcohol and drugs.  
9

10 Each driver shall sign a statement certifying that he/she has received a copy of the above materials.  
11

12 Before any driver operates a commercial motor vehicle, the District shall provide him/her with post-  
13 accident procedures that will make it possible to comply with post-accident testing  
14 requirements.  
15

16 Before drug and alcohol tests are performed, the District shall inform drivers that the tests are given  
17 pursuant to the Code of Federal Regulations, Title 49, Part 382. This notice shall be provided only after  
18 the compliance date specified in law.  
19

20 The District shall notify a driver of the results of a pre-employment drug test if the driver requests such  
21 results within sixty (60) calendar days of being notified of the disposition of his/ her employment  
22 application.  
23

24 The District shall notify a driver of the results of random, reasonable suspicion, and post-accident drug  
25 tests if the test results are verified positive. The District shall also tell the driver which controlled  
26 substance(s) were verified as positive.  
27

28 Drivers shall inform their supervisors if at any time they are using a controlled substance which their  
29 physician has prescribed for therapeutic purposes. Such a substance may be used only if the physician  
30 has advised the driver that it will not adversely affect his/her ability to safely operate a commercial motor  
31 vehicle.  
32

### 33 Clearinghouse 34

35 The School District will comply with the requirements of the Commercial Driver's License Drug and  
36 Alcohol Clearinghouse. The School District and Transportation service providers are called upon to report  
37 DOT drug and alcohol testing program violations to the Clearinghouse. Drivers have been notified that  
38 any information subject to disclosure will be submitted to the Clearinghouse in accordance with this  
39 policy and applicable regulations.  
40

41 Legal Reference:       49 C.F.R. Part 40       Procedures for Transportation Workplace Drug and  
42                                Alcohol Testing  
43                                49. C.F.R. Part 382     Controlled Substances and Alcohol Use and Testing  
44

### 45 Policy History:

46 First reading on: 12/8/21

47 Second reading/Adopted on: 1/12/22

2  
3 **PERSONNEL**

4  
5 Breastfeeding in the School and Workplace

6  
7 Recognizing that breastfeeding is a normal part of daily life for mothers and infants and that Montana law  
8 authorizes mothers to breastfeed their infants where mothers and children are authorized to be, the District  
9 shall support women who want to continue breastfeeding after returning from maternity leave.

10  
11 The District shall provide reasonable unpaid break time each day to an employee who needs to express  
12 milk for a child. The District is not required to provide break time if to do so would unduly disrupt the  
13 District’s operations. Supervisors are encouraged to consider flexible schedules when accommodating  
14 employees’ needs. Building administrators are authorized to work with teachers to provide students  
15 necessary time to express milk for a child.

16  
17 The District shall make reasonable efforts to provide a room or other location, other than a toilet stall,  
18 where an employee or student can express breast milk and access to a place to store expressed breast milk  
19 safely. The available space shall include the provision for lighting and electricity for the pump apparatus.  
20 If possible, supervisors and building administrators shall ensure that those employees or students in need  
21 of such accommodations shall be aware of them prior to maternity leave.

22	Legal Reference:	§ 39-2-215, MCA	Public employer policy on support of women and
23			breastfeeding – unlawful discrimination
24		§ 39-2-216, MCA	Private Place for nursing mothers
25		§ 39-2-217, MCA	Break time for nursing mothers
26		37.111.811, ARM	Physical Requirements
27			
28			

29 Policy History:

30 First reading on: 12/8/21  
31 Second reading/Adopted on: 1/12/22

2  
3 **PERSONNEL**

4  
5 **Fair labor Standards Act**

6  
7 **Compensatory Time and Overtime for Classified Employees**

8  
9 Non-exempt classified employees who work more than forty (40) hours in a given workweek may receive  
10 overtime pay of one and one-half (1½) times the normal hourly rate, unless the District and the employee  
11 agree to the provision of compensation time at a rate of one and one-half (1½) times all hours worked in  
12 excess of forty (40) hours in any workweek. The Superintendent must approve any overtime work of a  
13 classified employee.

14  
15 Under Montana law and the Federal Fair Labor Standards Act, a classified employee may not volunteer to  
16 work without pay in an assignment similar to the employee’s regular work.

17  
18 A non-exempt employee who works overtime without authorization may be subject to disciplinary action.

19  
20 **Blended Time**

21  
22 Classified Employees working two or more jobs for the District at different rates of pay shall be paid  
23 overtime at a weighted average of the differing wages. This shall be determined by dividing the total  
24 regular remuneration for all hours worked by the number of hours worked in that week to arrive at the  
25 weighted average. One half that rate is then multiplied times the number of hours worked over 40 to  
26 arrive at the overtime compensation due.

27  
28 *Example: Employee works one job at 30 hrs./week at 10.00/hr. The same employee works a different job*  
29 *at 20 hrs./week at \$12.00/hr. (Same district). The employee would get \$300.00 per week for the 30*  
30 *hr/week job (\$10.00X30) and \$240.00 per week for the 20 hr./week job (\$12.00X20). A total of \$540.00*  
31 *(regular remuneration). Divide \$540.00 by 50(total hours worked) = \$10.8/hr (weighted average). One-*  
32 *half that rate (\$10.80/2 = \$5.40) is multiplied by 10 (number of hours over 40). \$54.00 is the amount of*  
33 *overtime compensation due the employee based on the “blended time”.*

34  
35 **Record-Keeping Requirements Under the Fair Labor Standards Act**

- 36  
37 1. Records required for ALL employees:  
38  
39 A. Name in full (same name as used for Social Security);  
40 B. Employee’s home address, including zip code;  
41 C. Date of birth if under the age of nineteen (19);  
42 D. Sex (may be indicated with Male/Female, M/F, Mr./Mrs./Miss/Ms.);  
43 E. Time of day and day of week on which the employee’s workweek begins;  
44 F. Basis on which wages are paid (such as \$5/hour, \$200/week, etc.);  
45 G. Any payment made which is not counted as part of the “regular rate”;  
46 H. Total wages paid each pay period.  
47 I. Occupation  
48  
49  
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2. Additional records required for non-exempt employees:

- A. Regular hourly rate of pay during any week when overtime is worked;
- B. Hours worked in any workday (consecutive twenty-four-(24)-hour period);
- C. Hours worked in any workweek (or work period in case of 207[k]);
- D. Total daily or weekly straight-time earnings (including payment for hours in excess of forty (40) per week but excluding premium pay for overtime);
- E. Total overtime premium pay for a workweek;
- F. Date of payment and the pay period covered;
- G. Total deductions from or additions to wages each pay period;
- H. Itemization of dates, amounts, and reason for the deduction or addition, maintained on an individual basis for each employee;
- I. Number of hours of compensatory time earned each pay period;
- J. Number of hours of compensatory time used each pay period;
- K. Number of hours of compensatory time compensated in cash, the total amount paid, and the dates of such payments;
- L. The collective bargaining agreements which discuss compensatory time, or written understandings with individual non-union employees.

Legal Reference:	29 U.S.C § 201, <i>et seq.</i> 24.9.805, ARM Title 39, Chapter 3, Part 4  24.16.2501—2581, ARM	Fair Labor Standards Act Employment Records Minimum Wage and Overtime Compensation Overtime Compensation
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Policy History:  
 Adopted on: 04/06/1995  
 First reading on: 12/8/21  
 Second reading/Adopted on: 1/12/22

2  
3 **PERSONNEL**

4  
5  
6 HIPAA

7  
8 *Note:*

9  
10 *(1) Any school district offering a group “health care plan” for its employees is affected by HIPAA. School districts offering health plans that are self-insured will be entirely responsible for compliance with HIPAA, despite a third party administrator managing the plan. School districts may also be subject to HIPAA as a “health care provider” by either having a school-based health center or a school nurse. School-based health centers staffed and serviced by a hospital or local health department are responsible for complying with HIPAA if there is a sharing of records containing health information. For those districts providing the services of a school nurse, HIPAA regulations issued in 2000 commented that an “educational institution that employs a school nurse is subject to [the] regulations as a health care provider if the school nurse or the school engaged in a HIPAA transaction.” This transaction occurs when a school nurse submits a claim electronically.*

20  
21 *(2) Any personally identifiable health information contained in an “education record” under FERPA is subject to FERPA, not HIPAA.*

22  
23  
24 Background

25  
26 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

27  
28 The District’s group health plan is a Covered Entity under the Health Insurance Portability and  
29 Accountability Act of 1996 (HIPAA) and its implementing regulations, the Standards for the Privacy of  
30 Individually Identifiable Information. In order to comply with HIPAA and its related regulations, the  
31 District has implemented the following HIPAA Privacy Policy:

32  
33 **The HIPAA Privacy Rule**

34  
35 HIPAA required the federal government to adopt national standards for *electronic health care*  
36 *transactions*. At the same time, Congress recognized that advances in electronic technology could erode  
37 the privacy of health information and determined there was a need for national privacy standards. As a  
38 result HIPAA included provisions which mandated the adoption of federal privacy standards for  
39 individually identifiable health information.

40  
41 The standards found in the Privacy Rule are designed to protect and guard against the misuse of  
42 individually identifiable health information, with particular concern regarding employers using an  
43 employee’s (or dependent’s) health information from the group health plan to make adverse employment-  
44 related decisions. The Privacy Rule states that verbal, written, or electronic information that can be used  
45 to connect a person’s name or identity with medical, treatment, or health history information is Protected  
46 Health Information (PHI) under the HIPAA Privacy Rule.

Under the HIPAA Privacy Rule:

1. Individuals have a right to access and copy their health record to the extent allowed by HIPAA.
2. Individuals have the right to request an amendment to their health record. The plan may deny an individual's request under certain circumstances specified in the HIPAA Privacy Rule.
3. Individuals have the right to an accounting of disclosures of their health record for reasons other than treatment, payment, or healthcare operations.
4. PHI, including health, medical, and claims records, can be used and disclosed without authorization for specific, limited purposes (treatment, payment, or operations of the group health plan). A valid authorization from the individual must be provided for use or disclosure for other than those purposes.
5. Safeguards are required to protect the privacy of health information.
6. Covered entities are required to issue a notice of privacy practices to their enrollees.
7. Violators are held accountable with civil and criminal penalties for improper use or disclosure of PHI.

Compliance

The Superintendent has been designated Privacy Officer. The Privacy Officer will oversee all ongoing activities related to the development, implementation, maintenance of, and adherence to the District's policies and procedures covering the privacy of and access to patient health information in compliance with HIPAA, other applicable federal and state laws, and the District's privacy practices.

As required for a Covered Entity under HIPAA, the plan has developed these internal privacy policies and procedures to assure that PHI is protected and that access to and use and disclosure of PHI are restricted in a manner consistent with HIPAA's privacy protections. The policies and procedures recognize routine and recurring disclosures for treatment, payment, and healthcare operations and include physical, electronic, and procedural safeguards to protect PHI. The procedures include safeguards for sending PHI via mail or fax, receiving PHI for plan purposes, and workstation safeguards and procedures for securing and retaining PHI received by the plan. Plan participants are entitled to receive a copy of the plan's policies and procedures upon request.

Designating a limited number of privacy contacts allows the District to control who is receiving PHI from the contract claims payor for plan operations purposes. The contract claims payor will provide only the minimum PHI necessary for the stated purpose and, as required under the Privacy Rule, will provide PHI only to individuals with a legitimate need to know for plan operations purposes.

The District has distributed a notice of privacy practices to plan participants. The notice informs plan participants of their rights and the District's privacy practices related to the use and disclosure of PHI. A copy of this notice may be obtained by contacting the Privacy Officer.

1  
2  
3  
4 The District has reviewed how PHI is used and disclosed by the plan and has limited disclosure of that  
5 information to employees who have a legitimate need to know or possess the PHI for healthcare  
6 operations and functions. The District will make reasonable efforts to use de-identified information  
7 whenever possible in the operations of the plan and will only use the minimum PHI necessary for the  
8 stated purpose.  
9

10 Some of the District's employees need access to PHI in order to properly perform the functions of their  
11 jobs. The District has identified these employees and has given them training in the important aspects of  
12 the HIPAA Privacy Rule, the privacy policy, and procedures. New employees who will have access to  
13 PHI will receive training on the HIPAA Privacy Rule and related policies and procedures as soon as  
14 reasonably possible after they are employed. Employees who improperly use or disclose PHI or misuse  
15 their access to that information may be subject to discipline, as deemed appropriate.  
16

17 In the event the group health plan must disclose PHI in the course of performing necessary plan  
18 operations functions or as required by law or a governmental agency, the District has developed a system  
19 to record those disclosures and requests for disclosures. An individual may request a list of disclosures of  
20 his or her PHI made by the plan for other than treatment or claims payment purposes. All requests for an  
21 accounting of PHI disclosures must be made in writing, and the plan may impose fees for the cost of  
22 production of this information. Requests will be responded to within sixty (60) days. If the plan is not  
23 able to provide the requested information within sixty (60) days, a written notice of delay will be sent to  
24 the requesting individual, with the reasons for the delay and an estimated time for response.  
25

26 In order to comply with the new privacy regulations, the plan has implemented compliant communication  
27 procedures. Except for its use in legitimate healthcare operations, written permission will be required in  
28 order for the District to disclose PHI to or discuss it with a third party.  
29

30 The HIPAA Privacy Rule prohibits the District from disclosing medical information without the patient's  
31 written permission other than for treatment, payment, or healthcare operations purposes. An authorization  
32 signed by the patient and designating specified individuals to whom the District may disclose specified  
33 medical information must be on file, before the plan can discuss a patient's medical information with a  
34 third party (such as a spouse, parent, group health plan representative, or other individual).  
35

36 The District has taken the following steps to ensure PHI is safeguarded:  
37

- 38 • The District has implemented policies and procedures to designate who has and who does not  
39 have authorized access to PHI.  
40
- 41 • Documents containing PHI are kept in a restricted/locked area.  
42
- 43 • Computer files with PHI are password protected and have firewalls making unauthorized access  
44 difficult.  
45
- 46 • Copies of PHI will be destroyed when information is no longer needed, unless it is required by  
47 law to be retained for a specified period of time.  
48  
49  
50

- The District will act promptly to take reasonable measures to mitigate any harmful effects known to the group health plan, due to a use or disclosure of PHI in violation of the plan's policies, procedures, or requirements of the HIPAA Privacy Rule.
- The District will appropriately discipline employees who violate the District's group health plan's policies, procedures, or the HIPAA Privacy Rule, up to and including termination of employment if warranted by the circumstances.

The District has received signed assurances from the plan's business associates that they understand the HIPAA Privacy Rule, applicable regulations, and the Privacy Policy and will safeguard PHI just as the plan would.

The contract claims payor and certain other entities outside the group health plan require access on occasion to PHI, if they are business associates of the group health plan and in that role need to use, exchange, or disclose PHI from the group health plan. The plan requires these entities to sign an agreement stating they understand HIPAA's privacy requirements and will abide by those rules just as the group health plan does, to protect the PHI to which they have access. For example, the plan engages a certified public accountant to audit the plan annually and to make sure payments are made in compliance with the Plan Document. In order for the CPA to complete an audit, the auditor reviews a sample of the claims for accuracy.

The District will ensure health information will not be used in making employment and compensation decisions. The HIPAA Privacy Rule and other applicable laws expressly prohibit an employer from making adverse employment decisions (demotions, terminations, etc.) based on health information received from the group health plan. To the extent possible, the District has separated the plan operations functions from the employment functions and has safeguards in place to prevent PHI from the plan from going to or being used by an employee's supervisor, manager, or superior to make employment-related decisions.

### Complaints

If an employee believes their privacy rights have been violated, they may file a written complaint with the Privacy Officer. No retaliation will occur against the employee for filing a complaint. The contact information for the Privacy Officer is:

Tom Stack, Superintendent  
Bigfork School District #38  
PO Box 188  
Bigfork, MT 59911

Legal Reference: 45 C.F.R. Parts 160, 162, 164

### Policy History:

First reading on: 12/8/21

Second reading/Adopted on: 1/12/22



**Request for Protected Health Information**

This form should be used when release of a patient’s protected health information is being made to the health care provider for an employee or student for a purpose other than treatment, payment or health care operations.

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_  
*Name of Employee, Student 18 or older, or Parent/Guardian*                      *Name of Physician/Practice*  
to use and/or disclose my protected health information described below to \_\_\_\_\_.  
*School District*

My protected health information will be used or disclosed upon request for the following purposes (name and explain each purpose): \_\_\_\_\_

This authorization for use and/or disclosure applies to the following information (please mark those that apply):

- Any and all records in the possession of the above-named physician or physician’s practice, including mental health, HIV, and/or substance abuse records. (Please cross out any item you do not authorize to be released.)
- Records regarding treatment for the following condition or injury \_\_\_\_\_ on or about \_\_\_\_\_.
- Records covering the period of time \_\_\_\_\_ to \_\_\_\_\_.
- Other (Specify and include dates.) \_\_\_\_\_.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to above-named physician/practice. I also understand that my revocation is not effective to the extent that the persons I have authorized to use and/or disclose my protected health information have acted in reliance upon this authorization.

I understand that I do not have to sign this authorization and that the above-named physician/practice may not condition treatment or payment on whether I sign this authorization.

I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer protected by federal laws and regulations regarding the privacy of my protected health information.

This authorization expires on the following date or event: \_\_\_\_\_.

I certify that I have received a copy of this authorization.

\_\_\_\_\_  
*Signature of Patient or Personal Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name of Patient or Personal Representative*

\_\_\_\_\_  
*Personal Representative's Authority*

2  
3 **ADMINISTRATION**

4  
5  
6 Superintendent - Duties and Authority

7  
8 The Superintendent is the District’s executive officer and is responsible for the administration and  
9 management of District schools, in accordance with Board policies and directives and state and federal  
10 law. The Superintendent is authorized to develop administrative procedures to implement Board policy  
11 and to delegate duties and responsibilities; however, delegation of a power or duty does not relieve the  
12 Superintendent of responsibility for that which was delegated.

13  
14 Qualifications and Appointment

15  
16 The Superintendent must be of good character and of unquestionable morals and integrity. The  
17 Superintendent will have the experience and skills necessary to work effectively with the Board, District  
18 employees, students, and the community. The Superintendent must be appropriately licensed and  
19 endorsed in accordance with state statutes and Board of Public Education rules; or considered  
20 appropriately assigned if the Superintendent is enrolled in an internship program as defined in ARM  
21 10.55.602 and meets the requirements of ARM 10.55.607 and ARM 10.55.702.

22  
23 When the office of the Superintendent becomes vacant, the Board will conduct a search to find the most  
24 capable person for the position. Qualified staff members who apply for the position will be considered  
25 for the vacancy.

26  
27 Administrative Work Year

28  
29 The Superintendents’ work year will correspond with the District’s fiscal year, unless otherwise stated in  
30 an employment agreement.

31  
32 Evaluation

33  
34 At least annually, and in accordance with the Superintendent’s contract, the Board will evaluate the  
35 performance of the Superintendent, using standards and objectives developed by the Superintendent and  
36 the Board, which are consistent with District mission and goal statements. A specific time shall be  
37 designated for a formal evaluation session. The evaluation will include a discussion of professional  
38 strengths, as well as performance areas needing improvement.

39  
40 Compensation and Benefits

41  
42 The Board and the Superintendent will enter into a contract which conforms to this policy and state law.  
43 The contract will govern the employment relationship between the Board and the Superintendent.

44  
45 Termination

46  
47 In the event that a majority of the board wishes to terminate the superintendent’s services at the expiration  
48 of the current contract, the superintendent shall be so notified in writing by February 1<sup>st</sup> of the final year  
49 of the contract.

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<b>Legal Reference:</b>	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	ARM 10.55.602	Definition of Internship
	ARM 10.55.607	Internships
	ARM 10.55.701	Board of Trustees
	ARM 10.55.702	Licensure and Duties of District Administrator – District Superintendent

**Policy History:**

Adopted on: 7/20/2004

First reading on: 12/8/21

Second reading/Adopted on: 1/12/22

**Bigfork School District #38**

**ADMINISTRATION**

**6110P**  
page 1 of 2

Superintendent

<b>The Board will:</b>	<b>The Superintendent will:</b>
Select the Superintendent and delegate to him/her all necessary administrative powers.	Serve as chief executive officer of the District.
Adopt policies for the operations of the school system and review administrative procedures.	Recommend policies or policy changes to the Board and develop procedures which implement Board policy.
Formulate a statement of goals reflecting the philosophy of the District.	Provide leadership in the development, operation, supervision, and evaluation of the educational program.
Adopt annual objectives for improvement of the District.	Recommend annual objectives for improvement of the District.
Approve courses of study.	Recommend courses of study.
Approve textbooks.	Recommend textbooks.
Approve the annual budget.	Prepare and submit the annual budget.
Employ certificated and classified staff, in its discretion, upon recommendation of the Superintendent.	Recommend candidates for employment as certificated and classified staff.
Authorize the allocation of certificated and classified staff.	Recommend staff needs based on student enrollment, direct and assign teachers and other employees of the schools under his/her supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board.
Approve contracts for major construction, remodeling, or maintenance.	Recommend contracts for major construction, remodeling, or maintenance.
Approve payment of vouchers and payroll.	Recommend payment of vouchers and payroll.
Approve proposed major changes of school plant and facilities.	Prepare reports regarding school plant and facilities needs.

<b>The Board will:</b>	<b>The Superintendent will:</b>
Approve collective bargaining agreements.	Supervise negotiation of collective bargaining agreements.
Assure that appropriate criteria and processes for evaluating staff are in place.	Establish criteria and processes for evaluating staff.
Appoint citizens and staff to serve on special Board committees, if necessary.	Recommend formation of <i>ad hoc</i> citizens' committees.
Conduct regular meetings.	As necessary, attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.
Serve as final arbitrator for staff, citizens, and students.	Inform the Board of appeals and implement any such forthcoming Board decisions.
Promptly refer to the Superintendent all criticisms, complaints, and suggestions called to its attention.	Respond and take action on all criticism, complaints, and suggestions, as appropriate.
Authorize the ongoing professional enrichment of its administrative leader, as feasible.	Undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
Approve appropriate District expenditures recommended by the Superintendent for the purpose of ongoing District operations.	Diligently investigate and make purchases that benefit the most efficient and functional operation of the District.

NOTE: A copy of the Superintendent's evaluation tool and job description may be included.

Legal Reference: ARM 10.55.701 Board of Trustees

Policy History:

Promulgated on: 07/20/2004

First reading on: 12/8/21

Second reading/Adopted on: 1/12/22

2  
3 **ADMINISTRATION**

4  
5  
6 Duties and Qualifications of Administrative Staff Other Than Superintendent

7  
8 Duty and Authority

9  
10 As authorized by the Superintendent, administrative staff will have full responsibility for day-to-day  
11 administration of the area to which they are assigned. Administrative staff are governed by Board  
12 policies and are responsible for implementing administrative procedures relating to their assigned  
13 responsibilities.

14  
15 Each administrator’s duties and responsibilities will be set forth in a job description for that particular  
16 position and, at a minimum, include, but not be limited to the following:

- 17  
18 1. Planning for the improvement of the program for which he/she is responsible.
- 19  
20 2. Evaluating that program regularly.
- 21  
22 3. Recommending to the superintendent budgetary, program, staff and other changes that will  
23 enhance the program.
- 24  
25 4. Advising the superintendent of the impact of proposed policies or other administrative actions on  
26 the programs for which he/she is responsible.
- 27  
28 5. Evaluating the performance of those staff as assigned.
- 29  
30 6. Assisting his/her subordinates to improve their performance.
- 31  
32 7. Promoting effective working relationships with students, staff and patrons of the district.
- 33  
34 8. Maintaining a progressive community/staff relations program within their building or assigned  
35 area.

36  
37 Qualifications

38  
39 All administrative personnel must be appropriately licensed and endorsed in accordance with state  
40 statutes and Board of Public Education rules or be considered appropriately assigned if the administrator  
41 is enrolled in an internship as defined in ARM 10.55.602 and meets the requirements of ARM 10.55.607,  
42 and must meet other qualifications as specified in their position’s job description.

43  
44 Administrative Work Year

45  
46 The administrators’ work year will correspond with the District’s fiscal year, unless otherwise stated in an  
47 employment agreement. In addition to legal holidays, the administrators will have vacation periods as  
48 approved by the Superintendent.

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Compensation and Benefits

Administrators will receive compensation and benefits as stated in their employment agreements.

Legal Reference:	§ 20-4-401, MCA	Appointment and dismissal of district superintendent or county high school principal
	§ 20-4-402, MCA	Duties of district superintendent or county high school principal
	10.55.701, ARM	Board of Trustees
	ARM 10.55.602	Definition of Internship
	ARM 10.55.607	Internships

Policy History:

Adopted on: 05/18/1995  
Revised on: 07/20/2004  
First reading on: 12/8/21  
Second reading/Adopted on: 1/12/22

2  
3 **ADMINISTRATION**

4  
5 Principals

6  
7 Principals are the chief administrators of their assigned schools and are responsible for the day-  
8 to-day operation of their building. The primary responsibility of Principals is the development  
9 and improvement of instruction. The majority of the Principals' time shall be spent on  
10 curriculum and staff development through formal and informal activities, establishing clear lines  
11 of communication regarding the school rules, accomplishments, practices, and policies with  
12 parents and teachers. Principals are responsible for management of their staff, maintenance of  
13 the facility and equipment, administration of the educational program, control of the students  
14 attending the school, management of the school's budget, and communication between the  
15 school and the community, and enforcement of District policy. Principals will be evaluated in  
16 accordance with ARM 10.55.701(4)(a)(b).

17  
18 The Superintendent will develop, administer, and review with the Board chairperson an annual  
19 performance evaluation for all district administrators. Principal evaluations shall be completed  
20 no later than June 15<sup>th</sup> of each year.

21  
22 The evaluation format shall include but not be limited to the following:

- 23  
24
  - A summary of the major purposes of performance approvals
  - Identification of evaluation components that stress accomplishments and areas requiring improvement.
  - Special assignments
  - Compensation

25  
26  
27  
28  
29

30  
31 Legal Reference:      § 20-4-403, MCA      Powers and duties of principal  
32                              10.55.701, ARM              Board of Trustees  
33                              10.55.703, ARM              Licensure and Duties of School Principal

34  
35 Policy History:

36 Adopted on: 07/20/2004  
37 First reading on: 12/8/21  
38 Second reading/Adopted on: 1/12/22



**BIGFORK SCHOOL DISTRICT NO. 38**  
**ADMINISTRATOR PERFORMANCE EVALUATION**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Evaluation Period - From: \_\_\_\_\_ Through: \_\_\_\_\_

Evaluator: \_\_\_\_\_

**A summary of the major purposes of performance appraisals are as follows:**

- < An objective review of professional and personal performance relative to assigned job responsibilities
- < Performance improvement where necessary
- < Determination of Commendation for positive performance
- < Compensation for completion of job responsibilities and assignments

The process is designed to assist the administrator and supervisor to cooperatively formulate and record an appraisal of the individual's performance. Performance appraisal is a measure of the results of an individual's efforts toward his professional job responsibilities and district goals as identified and directed by the Board of Trustees and the Superintendent.

**This evaluation contains the following components:**

- Major accomplishments for the \_\_\_\_\_ school year
- Observed professional and personal skills which positively impact job performance
- Professional and personal skills requiring improvement
- Progress on previous year professional and personal skills requiring improvement
- Observed performance of professional responsibilities
- Professional responsibilities requiring improvement
- Progress on previous year professional responsibilities requiring improvement
- Formal Administrative Improvement Plan
- Summation of evaluation
- Special assignments for the \_\_\_\_\_ school year
- Compensation

**Major Accomplishments**

**Observed Professional and Personal Skills**

**Observed Performance of Professional Responsibilities**

**SUMMATION**

**Compensation**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

Date \_\_\_\_\_

Date \_\_\_\_\_

*Original - employee file*  
*Copy - employee*

3  
4  
5 **ADMINISTRATIVE IMPROVEMENT PLAN**

6  
7  
8 Name: \_\_\_\_\_ Position: \_\_\_\_\_

9  
10 Improvement Period - From: \_\_\_\_\_ Through: \_\_\_\_\_

11  
12 Evaluator: \_\_\_\_\_

13  
14  
15 This Improvement Plan is intended to clarify the items listed on your 20\_\_ / 20\_\_ performance evaluation  
16 and to provide you with direction relative to your professional improvement needs. These  
17 recommendations and directions should be heeded immediately to improve administrative effectiveness  
18 and ensure that your performance is in compliance with your job description, professional assignment,  
19 and Board Policy. Failure to successful adopt and implement the directives of this improvement plan may  
20 result in further administrative action.

21  
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30  
31 **Special Note**

32  
33 Recognition of receipt of formal Administrative Improvement Plan

34  
35  
36 \_\_\_\_\_  
Signature of Employee                      Date                      Signature of Evaluator                      Date

37  
38  
39 Google Drive:\Secretary\Personnel\Evaluations\Administrators\Administrative Improvement Plan.wpd

40  
41 **Policy History:**

42 First reading on: 12/8/21

43 Second reading/Adopted on: 1/12/22

2  
3  
4 **ADMINISTRATIVE SPECIAL ASSIGNMENTS**

5  
6  
7 ADMINISTRATOR: \_\_\_\_\_

8  
9 1. SPECIAL ASSIGNMENT NO.: \_\_\_\_\_ FOLLOW-UP DATE: \_\_\_\_\_

10  
11 PROGRESS OR MODIFICATION: \_\_\_\_\_

12 \_\_\_\_\_

13  
14  
15 2. SPECIAL ASSIGNMENT NO.: \_\_\_\_\_ FOLLOW-UP DATE: \_\_\_\_\_

16  
17 PROGRESS OR MODIFICATION: \_\_\_\_\_

18 \_\_\_\_\_

19  
20  
21 3. SPECIAL ASSIGNMENT NO.: \_\_\_\_\_ FOLLOW-UP DATE: \_\_\_\_\_

22  
23 PROGRESS OR MODIFICATION: \_\_\_\_\_

24 \_\_\_\_\_

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27 4. SPECIAL ASSIGNMENT NO.: \_\_\_\_\_ FOLLOW-UP DATE: \_\_\_\_\_

28  
29 PROGRESS OR MODIFICATION: \_\_\_\_\_

30 \_\_\_\_\_

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32  
33 5. SPECIAL ASSIGNMENT NO.: \_\_\_\_\_ FOLLOW-UP DATE: \_\_\_\_\_

34  
35 PROGRESS OR MODIFICATION: \_\_\_\_\_

36 \_\_\_\_\_

37  
38  
39 *Use back of this sheet if more space is needed*

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41 Google Drive:\Payroll\Personnel\Evaluations\Administrators\Admin special assignments MASTER.wpd

42  
43 Policy History:

44 First reading on: 12/8/21

45 Second reading/Adopted on: 1/12/22

2  
3 **ADMINISTRATION**

4  
5 Evaluation of Administrative Staff

6  
7 Each administrator will be evaluated annually, in order to provide guidance and direction to the  
8 administrator in the performance of his/her assignment. Such evaluation will be based on job  
9 descriptions, accomplishment of annual goals and performance objectives, and established evaluative  
10 criteria.

11  
12 The Superintendent shall establish procedures for the conduct of these evaluations. Near the beginning of  
13 the school year, the Superintendent shall inform the administrator of the criteria to be used for evaluation  
14 purposes, including the adopted goals for the District. Such criteria shall include performance statements  
15 dealing with leadership; administration and management; school financing; professional preparation;  
16 effort toward improvement; interest in students, staff, citizens, and programs; and staff evaluation.

17  
18 Both the evaluator and the administrator involved in the evaluation will sign the written evaluation report  
19 and retain a copy for their records. A person being evaluated has the right to submit and attach a written  
20 statement to the evaluation within a reasonable time following the evaluation conference.

21  
22  
23  
24 Cross Reference: 6140 Duties and Qualifications of Administrative Staff Other Than  
25 Superintendent

26  
27 Legal Reference: 10.55.701, ARM Board of Trustees

28  
29  
30  
31  
32 Policy History:

33 First reading on: 12/8/21

34 Second reading/Adopted on: 1/12/22

4  
5 Use of Federal Title I Funds

6  
7 The School District will ensure that federal Title I funds, are used only to supplement, and not  
8 supplant, state and local funds that would, in the absence of federal funds, be spent on Title I  
9 programs or services supported by federal funds.

10  
11 Title I funds will not take the place of funds supporting education services that are to be provided  
12 to all students. The School District uses Title I funds only to supplement funds that would, in the  
13 absence of Title I funds, be made available from state and local non-Federal sources for the  
14 education of children participating in Title I programs.

15  
16  
17 Cross Reference: 2160 – Title I Family Engagement

18  
19 Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

20  
21 Policy History:

22 First reading on: 12/8/21

23 Second reading/Adopted on: 1/12/22

4  
5 Use of Federal Title I Funds Methodology

6  
7 In accordance with the Every Student Succeeds Act (ESSA), Bigfork School District has adopted this  
8 procedure to ensure that Title I-A federal funds are supplementing District resources and not supplanting  
9 District resources. The procedure documents that the School District’s neutrally determined distribution  
10 of state and local funds to each school within the boundaries of the School District is in compliance with  
11 federal law.

12  
13 Bigfork School District is a district one grade span per school and is exempt from the methodology  
14 requirement.

15  
16 The School District determines the resource allocation on total enrollment for each school as if the state  
17 and local funds are the only resources each school is receiving. Each school is given additional allocations  
18 for other needs such as technology, supplies, and additional necessary costs.

19  
20 The School District groups schools by elementary or secondary grade span. Each grade span may receive  
21 a different per student amount, but all schools are treated the same whether or not these schools are served  
22 under Title I-A. There are approximately 600 elementary students and 346 secondary students in the  
23 School District.

24  
25 The School District’s state and local funds are allocated in a per student calculation. For full-time  
26 equivalency staff including administrators, educators, instructional staff, and school counselors, including  
27 salaries and benefits \$ \_\_\_\_\_ is allocated per elementary student and \$ \_\_\_\_\_ is allocated per  
28 secondary student.

29  
30 Additional necessary costs, such as professional development, technology, lunch, library supplies,  
31 transportation, student activities, utilities, maintenance, safety, and security, are allocated at \$ \_\_\_\_\_ per  
32 student in all schools.

33  
34  
35 Cross Reference: 7220 – Use of Federal Title I Funds

36  
37 Legal Reference: Elementary and Secondary Education Act, Section 1118(b)(1)

38  
39  
40 Policy History:

41 First reading on: 12/8/21

42 Second reading/Adopted on: 1/12/22



5 Payroll Procedures/Schedules

7 The District will establish one (1) or more days in each month as fixed paydays for payment of wages in  
8 accord with the current collective bargaining agreement or District practice. Employees may choose to  
9 have their salaries paid in full upon the last pay date following completion of their assignments or may  
10 annualize their pay. Employees who choose to receive payment of wages beyond the period in which the  
11 wages were earned (deferred payment) will be subject to Internal Revenue Service (IRS) penalties, unless  
12 they provide a written election of such deferral prior to (the first (1<sup>st</sup>) duty day) (July 1) of the year of  
13 deferral. Forms for such deferral shall be made available. Any change to the election must be made prior  
14 to the first (1<sup>st</sup>) duty day of the fiscal year of the deferment.

15 When a District employee quits, is laid off, or is discharged, wages owed will be paid on the next regular  
16 payday for the pay period in which the employee left employment or within fifteen (15) days from the  
17 date of separation of employment, whichever occurs first.

21 Cross Reference: 5500 Payment of Wages upon Termination

23 Legal Reference: § 409A, Internal Revenue Code, Deferred Compensation

27 Policy History:

28 Adopted on: 5/18/1995

29 First reading on: 12/8/21

30 Second reading/Adopted on: 1/12/22

2  
3 **NONINSTRUCTIONAL OPERATIONS**

4  
5 Food Services

6  
7 The District supports the philosophy of the National School Lunch Program and shall provide  
8 wholesome, appetizing, and nutritious meals for children in District schools. The Board may authorize a  
9 portion of federal funds received in lieu of taxes to be used to provide free meals for federally connected  
10 indigent students.

11  
12 Because of the potential liability of the District, the food services program shall not accept donations of  
13 food without approval of the Board. Should the Board approve a food donation, the Superintendent shall  
14 establish inspection and handling procedures for the food and determine that provisions of all state and  
15 local laws have been met before selling the food as part of school meals.

16  
17 As an integral part of a school, the District’s food service is operated in compliance with ARM  
18 Title 37, chapter 110, subchapter 2, rules for food service establishments.

19  
20 Commodities

21  
22 The District shall use food commodities made available under the Federal Food Commodity Program for  
23 school meals.

24  
25 Free and Reduced-Price Food Services

26  
27 The District shall provide free and reduced-price meals to students, according to the terms of the National  
28 School Lunch Program and the laws, rules, and regulations of the state. The District shall inform parents  
29 of the eligibility standards for free or reduced-price meals. Identity of students receiving free or reduced-  
30 price meals shall be confidential, in accordance with National School Lunch Program guidelines. A  
31 parent has the right to appeal to a designated hearing official any decision with respect to his or her  
32 application for free or reduced-price food services.

33  
34 The Board may establish programs whereby meals may be provided in the District in accordance with  
35 National School Lunch Program guidelines.

36  
37 The amount charged for such meals shall be sufficient to cover all costs of the meals, including  
38 preparation labor and food, handling, utility, and equipment depreciation costs.

39		
40		
41	Legal Reference:	§ 20-10-204, MCA      Duties of trustees
42		§ 20-10-205, MCA      Allocation of federal funds to school food services fund
43		for federally connected, indigent pupils
44		§ 20-10-207, MCA      School food services fund
45		37.111.842, ARM        Food Service Requirements
46		

47 Policy History:

48 First reading on: 12/8/21

49 Second reading/Adopted on: 1/12/22

5 Meal Charge Policy

6  
7 *Note: For the purpose of this policy, parent includes guardian, caretaker relative, and any adult*  
8 *responsible for the care of the child.*  
9

10 The goal of the Bigfork School District is to allow children to receive the nutrition they need to stay  
11 focused during the school day. The purpose of this policy is to ensure compliance with federal reporting  
12 requirements for the USDA Child Nutrition Program and to provide oversight and accountability for the  
13 collection of outstanding student meal balances.

14  
15 The District complies with Federal USDA policies on meal charging and debt collection. All meal  
16 charges must be paid directly to the Bigfork School District.  
17

18 If a student is without meal money, the administration will take action deemed necessary to collect unpaid  
19 meal charges while ensuring the nutritional needs of the student are met in providing the student with a  
20 regular meal. If financial hardship exists, parents and families will be encouraged to apply for free or  
21 reduced price lunches for their child(ren).  
22

23 **Below are examples that could be incorporated into the district meal charge policy.**

24  
25 Meal Charges

26  
27 Option: Students/Parents pay for meals in advance via <https://www.mymealtime.com/> or with a check  
28 payable to Bigfork School District. Further details are available on our webpage at [enter web address].  
29 Funds should be maintained in accounts to minimize the possibility that a child may be without meal  
30 money on any given day. Any remaining funds for a particular student will be carried over to the next  
31 school year.  
32

33 Option: Parents are responsible for meal payment to the food service program. Notices of low or deficit  
34 balances will be sent to parents at regular intervals during the school year.  
35

36 Option: Parents can track balances themselves online at [mymealtime.com](https://www.mymealtime.com/), sign up for meal notification  
37 for free, and set up an auto payment low-balance threshold by following the links to  
38 <https://www.mymealtime.com/>  
39

40 Zero-Balance Prevention

41  
42 Refunds for withdrawn or graduating students. A written request for a refund of any money remaining in  
43 their account must be submitted. An e-mail request is also acceptable. Students who are graduating at the  
44 end of the year will be given the option to transfer to a sibling's account with a written request.  
45

46 Option: Unclaimed Funds must be requested within one school year. Unclaimed funds will become the  
47 property of the Bigfork School District Food Service Program.  
48

49 Uncollected meal debt may be sent to collections per state and/or federal guidelines.  
50  
51

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Legal Reference:

<https://www.fns.usda.gov/school-meals/policy>  
Child Nutrition and WIC Reauthorization Act of 2004, PL 108-265  
Child Nutrition Act 1966, 42 United States Code (USC) Section 1771 et seq.  
Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC)  
Section 794 et seq.  
Individuals with Disabilities Education Act (IDEA), 20 United States Code  
(USC) Sections 1400-1485  
7 Code of Federal Regulations (CFR) Parts 15B, 210 and 220

Policy History:

First reading on: 12/8/21  
Second reading/Adopted on: 1/12/22

2  
3 **NONINSTRUCTIONAL OPERATIONS**

4  
5 District Safety

6  
7 For purposes of this policy, “*disaster means the occurrence or imminent threat of damage, injury, or loss*  
8 *of life or property*”.

9  
10 The Board recognizes that safety and health standards should be incorporated into all aspects of the  
11 operation of the District. Rules for safety and prevention of accidents shall be posted in compliance with  
12 the Montana Safety Culture Act and the Montana Safety Act. Injuries and accidents shall be reported to  
13 the District office.

14  
15 The board of trustees has identified the following local hazards that exist within the boundaries of its  
16 school district:

17  
18 Fire, Earthquake, High Winds, Intruders, Firearms, etc.

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

28  
29 The trustees shall review the school safety or emergency operations plan periodically and update the plan  
30 as determined necessary by the trustees based on changing circumstances pertaining to school safety.  
31 Once the trustees have made the certification to the office of public instruction, the trustees may transfer  
32 funds pursuant to Section 2, 20-1-401, MCA to make improvements to school safety and security.

33  
34 To ensure a safe school setting and to comply with regulations governing schools in Montana, the  
35 following safety measures shall be implemented in the District:

- 36  
37 (a) Janitorial and other storage areas that contain toxic or hazardous materials must be kept locked  
38 between periods of use. Custodial closets, boiler rooms, and other areas where hazardous or  
39 poisonous compounds are stored must be inaccessible to students.  
40  
41 (b) All cleaning compounds and other toxic chemicals not stored in the product container or  
42 package in which it was obtained must be stored in a labeled container that clearly identifies  
43 the product by name.  
44  
45 (c) Chemicals must be stored as specified by the chemical's Safety Data Sheet.  
46  
47 (d) The school and school site must be free of objects or conditions which create unreasonable or  
48 unnecessary dangers to health or safety.  
49  
50

- (e) First aid kits and AEDs must be provided and stored in accessible locations that are easily identifiable to staff and trained personnel.
- (f) Playground and school yards must be inspected every month by the facility manager or other school personnel and the inspection must be recorded and records kept on the school site. Inspections must be conducted using a playground safety checklist approved by DPHHS.
- (g) Playground inspection results must be made available for review by the local health authority or DPHHS upon request.
- (h) Periodic maintenance and repair must be performed on playground equipment according to the manufacturer's specifications. Repairs, not including the leveling of fall protection material, must be documented.
- (i) Playground equipment must be maintained in a safe condition.

Legal Reference:	§ 20-1-401, MCA	Disaster drills to be conducted regularly – districts to identify disaster risks and adopt school safety plan
	§ 20-1-402, MCA	Number of disaster drills required – time of drills to vary
	§§ 39-71-1501, et seq., MCA 37.111.812, ARM	Montana Safety Culture Act Safety Requirements

Policy History:

First reading on: 12/8/21

Second reading/Adopted on: 1/12/22

Records Management

A fireproof vault will be provided for the permanent retention of records, including Board minutes, annual audit reports, employment records of all staff, and permanent student records.

At the beginning of each fiscal year, an application for destruction of records, per state statute, is completed and forwarded to the local government records subcommittee for approval. Upon approval from the local government department, a list of all records having met retention requirements will be presented to the Board for consideration to be destroyed. After receiving approval from the Board, the records are shredded. Records may be destroyed as set forth in §§ 20-1-212, MCA, and 2-6-401, et seq., MCA.

All records related to the hiring process shall be retained for at least two (2) years. Student records must be permanently kept, and employment records must be kept for ten (10) years after termination.

Legal Reference:	§ 2-6-403, MCA	Duties and responsibilities
	§ 20-1-212, MCA	Destruction of old records by school officer
	§ 20-7-101(2), MCA	Standards of accreditation
	§ 20-9-215, MCA	Destruction of certain financial records

Policy History:

Adoption Date: August 14, 1995

Revision Date: August 12, 2004

2  
3 **NONINSTRUCTIONAL OPERATIONS**

4  
5 Water Supply Systems and Wastewater

6  
7 The District shall ensure an adequate and potable supply of water for school buildings and properties by  
8 either:

- 9  
10 (a) connecting to a compliant public water supply system; or  
11 (b) utilizing a non-public system whose construction and use meet the standards published by  
12 DPHHS if the school is not utilized by more than 25 persons daily at least 60 days out of  
13 the calendar year, including staff and students, and a compliant public water supply  
14 system is not accessible. When using a system outlined in this subsection (b) a school  
15 shall submit a water sample at least quarterly to a laboratory licensed by the DPHHS to  
16 perform microbiological analysis of the water supplied in order to determine that the  
17 water does not exceed the maximum microbiological contaminant levels acceptable to  
18 DPHHS.

19  
20 A water supply system of a type other than described in subsections (a) or (b) may be utilized only if it  
21 is designed by a professional engineer and offers equivalent sanitary protection as determined by  
22 DPHHS or local health authority. When using a system outlined in this paragraph, the District shall  
23 submit a water sample at least quarterly to a laboratory licensed by DPHHS to perform microbiological  
24 analysis of the water supplied in order to determine that the water does not exceed the maximum  
25 microbiological contaminant levels acceptable to DPPHS, DEQ, or local health authority.

26  
27 The District shall replace or repair the water supply system serving it whenever the water  
28 supply:

- 29  
30 (a) contains microbiological contaminants in excess of the maximum levels acceptable to  
31 DPPHS, DEQ, or local health authority.  
32 (b) does not have the capacity to provide adequate water for drinking, cooking, personal  
33 hygiene, laundry, and water-carried waste disposal.

34  
35 If the District cannot make water under pressure available, the drinking water from an approved source  
36 shall be stored in a clean and sanitized container having a tight-fitting lid and a suitable faucet apparatus  
37 for filling individual cups. In this situation, single service drinking cups shall be provided.

38  
39 Flushing and Testing

40  
41 The District shall review water systems and features including but not limited to sink faucets, drinking  
42 fountains, decorative fountains to ensure they are safe to use after a prolonged facility shutdown.  
43 Drinking fountains shall be regularly cleaned and sanitized. The District shall create and implement a  
44 flushing program unless it meets the established waiver requirements established by DEQ. Flushing shall  
45 be required following any period of time during which the school is inactive.

46  
47 The District shall maintain a schematic and inventory of fixtures in accordance with DEQ protocols as  
48 part of the District's water testing program. The District shall sample all water fountains and sinks used  
49 for food preparation. All other potential human consumption fixtures shall be sampled, unless the District  
50



1  
2  
3  
4 receives approval for a testing plan from DEQ to test a representative sample of potential fixtures in the  
5 school in accordance with DEQ protocols. All samples shall be analyzed by a Montana certified lab using  
6 EPA-approved standard drinking water methods for the detection and quantification of lead. All test  
7 results will be considered public records.

8  
9 Wastewater

10 The District shall ensure wastewater is completely and safely disposed of by:

- 11 (a) connecting to a compliant public wastewater system; or  
12 (b) if the school is not utilized by more than 25 persons daily at least 60 days out of the  
13 calendar year, including staff and students, and a compliant public wastewater system is  
14 not available, utilizing a non-public system whose construction and use meet DEQ  
15 construction and operation standards.  
16

17  
18 If the District uses pit privies, the privies shall be operated and maintained in compliance with the  
19 standards specified in DEQ Circular 4. If the District uses a wastewater system design of a type  
20 other than described in this policy, it shall be designed by a professional engineer and offers  
21 equivalent sanitary protection as determined by the DPPHS, DEQ, or local health authority.  
22

23  
24 Legal References: 37.111.832, ARM Water Supply System  
25 ARM Title 17, chapter 38, subchapter 1  
26 17.38.207, ARM Maximum Microbiological Containment Levels  
27 DEQ Circular FCS 1-2016.  
28 DEQ Circular 4  
29 10.55.701(s), ARM Board of Trustees  
30 10.55.701(l), ARM Board of Trustees  
31 10.55.701(q), ARM Board of Trustees  
32  
33

34 Policy History:

35 First reading on: 12/8/21

36 Second reading/Adopted on: 1/12/22  
37  
38

1 **Bigfork School District #38**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8425

4  
5 Service Animals

6 For the purposes of this policy, state law defines a service animal as a dog or any other animal that is  
7 individually trained to do work or perform tasks for the benefit of an individual with a disability. Federal  
8 law definition of a disability includes a physical, sensory, psychiatric, intellectual, or other mental  
9 disability.

10  
11 The District shall permit the use of a miniature horse by an individual with a disability, according to the  
12 assessments factors as outlined in Policy 8425P, if the miniature horse has been individually trained to do  
13 work or perform tasks for the benefit of the individual with a disability.

14  
15 The Bigfork School District will permit the use of service animals by an individual with a disability  
16 according to state and federal regulations. The School District will honor requests for service animals in  
17 accordance with the applicable Section 504 or Special Education policy adopted by the Board of Trustees.  
18 The work or tasks performed by a service animal must be directly related to the handler's disability.

19  
20 Examples of work or tasks performed by the service animal to accommodate an identified disability  
21 include, but are not limited to, assisting individuals who are blind or have low vision with navigation and  
22 other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds,  
23 providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a  
24 seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the  
25 telephone, providing physical support and assistance with balance and stability to individuals with  
26 mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or  
27 interrupting impulsive or destructive behaviors.

28  
29 The crime deterrent effects of an animal's presence and the provision of emotional support, well-being,  
30 comfort, or companionship do not constitute work or tasks for the purposes of this definition.

31  
32 The District may ask an individual with a disability to remove a service animal from the premises if:  
33 • The animal is out of control and the animal's handler does not take effective action to control it;  
34 • Or the animal is not housebroken

35  
36 The District is not responsible for the care or supervision of the service animal.

37  
38 Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of  
39 the District's facilities where members of the public, participants in services, programs or activities, or  
40 invitees, as relevant, are allowed to go.

41  
42 Cross Reference: Policy 8425P Procedure for allowance of service animals  
43 Policy 2161 Special Education  
44 Policy 2162 Section 504 of the Rehabilitation Act of 1973

45  
46 Legal Reference: 28 CFR 35.136 Service Animals  
47 28 CFR 35.104 Definitions  
48 49-4-203(2), MCA Definitions

49 Policy History:

50 First reading on: 12/8/21

51 Second reading/Adopted on: 1/12/22

1 **Bigfork School District #38**

2  
3 **NONINSTRUCTIONAL OPERATIONS**

8425P

4  
5 Service Animal Allowance Procedure

6  
7 The School District will honor requests for service animals by students or staff in accordance with the  
8 applicable Section 504 or Special Education policy adopted by the Board of Trustees. The following  
9 procedures have been developed which will help guide the administration when a request for the use of a  
10 service animal has been presented by an individual with a disability.

11  
12 Inquiries: The administration shall not ask about the nature or extent of a person's disability, but may  
13 make two inquiries to determine whether an animal qualifies as a service animal. The administration may  
14 ask if the animal is required because of a disability and what work or task the animal has been trained to  
15 perform. The administration shall not require documentation, such as proof that the animal has been  
16 certified, trained, or licensed as a service animal. Generally, the administration may not make these  
17 inquiries about a service animal when it is readily apparent that an animal is trained to do work or  
18 perform tasks for an individual with a disability ( e.g., the dog is observed guiding an individual who is  
19 blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to  
20 an individual with an observable mobility disability).

21  
22 Exclusions: The administration may ask the individual to remove the service animal from the premises if  
23 the animal is out of control and the handler does not take effective action to control it, or if the animal is  
24 not housebroken. If the administration properly excludes the service animal, it shall give the individual  
25 the opportunity to participate in the service, program, or activity without having the service animal on the  
26 premises.

27  
28 Surcharges: The administration shall not ask or require the individual to pay a surcharge, even if people  
29 who are accompanied by pets are required to pay fees, or to comply with other requirements generally not  
30 applicable to people without pets. If the District normally charges individuals for the damage they cause,  
31 the individual may be charged for damage caused by his or her service animal.

32  
33 Miniature horses assessment factors: In determining whether reasonable modifications can be made to  
34 allow a miniature horse into a specific facility, the District shall consider:

- 35  
36
- The type, size, and weight of the miniature horse
  - Whether the miniature horse is housebroken, and
  - Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.
- 37  
38  
39  
40

41 Policy History:

42 First reading on: 12/8/21

43 Second reading/Adopted on: 1/12/22