

PERSONNEL

5002

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

~~Individuals with disabilities shall be provided opportunity to participate in all school sponsored services, programs, or activities on an basis equal to those without disabilities and will not be subject to illegal discrimination.~~

~~The District may provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.~~

~~Each service, program, or activity operated in existing facilities shall be readily accessible to, and usable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.~~

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

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

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

1. Oversee District compliance efforts, recommend to the Board necessary modifications, and maintain the District's final Title II self-evaluation document and keep it available for public inspection.
2. Make information regarding Title II protection available to any interested party.
- 3. Coordinating and monitoring the district's compliance with Section 504 and Title II of the ADA, as well as state civil rights requirements regarding discrimination and harassment based on disability.**
- 4. Overseeing prevention efforts to avoid Section 504 and ADA violations by necessary actions, including by not limited to, scheduling Section 504 meetings, implementing and monitoring Section 504 plans of accommodation and providing information to employees and supervisors.**

**5. Implementing the district's discrimination complaint procedures with respect to allegations of Section 504/ADA violations, discrimination based on disability, and disability harassment; and**

**6. Investigating complaints alleging violations of Section 504/ADA, discrimination based on disability, and disability harassment.**

**The District's procedure for resolution of complaints alleging violation of this policy is set forth in Policy 1700.**

Cross Reference: 1700 Uniform Complaint Procedure

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

Policy History:

Adopted on: May 15, 2001

Reviewed on: February 9, 2009

Revised on:

PERSONNEL

Equal Employment Opportunity and Non-Discrimination

~~The District will provide equal employment opportunities to all persons, regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, military status, citizenship status, use of lawful products while not at work physical or mental disability, if otherwise able to perform essential functions of a other legally protected categories.~~

**The School District will provide equal employment opportunities to all persons regardless of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction.**

The District will make reasonable accommodation for an individual with a disability known to the District, if the individual is otherwise qualified for the position, unless the accommodation would impose undue hardship on the District.

A person with an inquiry regarding discrimination should direct their questions to the Title IX Coordinator. A person with a specific written complaint should follow the Uniform Complaint Procedure.

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

Cross Reference: 1700 Uniform Complaint Procedure

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.*  
 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**

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§ 49-3-102, MCA What local governmental units affected  
 §49-3-201, MCA Employment of state and local government personnel.

Policy History:

Adopted on: May 15, 2001  
Reviewed on: February 9, 2009  
Revised on:

Cascade School District

THE BOARD OF TRUSTEES

1401

Records Available to Public

All District records, except those restricted by state and federal law, shall be available to citizens for inspection at the Clerk's office.

**Any individual may request public information from the district. The district shall make the means of requesting public information accessible to all persons.**

**Upon receiving a request for public information, the district shall respond in a timely manner to the requesting person by:**

- (a) **Making the public information available for inspection and copying by the requesting person; or**
- (b) **Providing the requesting person with an estimate of the time it will take to fulfill the request if the public information cannot be readily identified and gathered and any fees that maybe charged.**

**The district may charge a fee for fulfilling a public information request. The fee may not exceed the actual costs directly incident to fulfilling the request in the most cost-efficient and timely manner possible. The fee must be documented. The fee may include the time required to gather public information. The district may require the requesting person to pay the estimated fee prior to identifying and gathering the requested public information.**

**The district is not required to alter or customize public information to provide it in a form specified to meet the needs of the requesting person. If the district agrees to a request to customize a records request response, the cost of the customization may be included in the fees charged by the district.**

~~An individual wishing public information that is in electronic format or other non-print media must submit a detailed description, to the Superintendent, of the information requested. The District will provide the public information as required under § 2-6-110, MCA.~~

In accordance with § 20-9-213(1), MCA, the record of the accounting of school funds shall be open to public inspection at any meeting of the trustees. A fee may be charged for any copies requested. Copies will be available within a reasonable amount of time following a request.

A written copy of Board minutes shall be available to the general public within five (5) working days following approval of the minutes by the Board. If requested, one (1) free copy of minutes shall be provided to local media within five (5) working days following approval by the Board.

~~Fees will be charged as follows:~~

- ~~a) Copy of Board minutes 15¢ per page~~

~~b) Copy of other materials - 25¢ per page~~

~~c) Time spent researching a copy project will be charged at the employee's hourly rate of pay.~~

Legal References:    ~~§ 2-6-102, MCA    Citizens entitled to inspect and copy public writings~~  
~~§ 2-6-110, MCA    Electronic Information and nonprint records~~  
~~**§ 2-6-1003, MCA    Access to Public Information**~~  
~~**§ 2-6-1006, MCA    Public Information requests - fees**~~  
§ 20-3-323, MCA    District policy and record of acts  
§ 20-9-213, MCA    Duties of trustees

Policy History:

Adopted on: May 15, 2001

Revised on: May 11, 2010

Reviewed on: Nov 17, 2016

## Cascade School District

### STUDENTS

3141  
page 1 of 2

#### Discretionary Nonresident Student Attendance Policy

~~The Board, recognizing that its resident students need an orderly educational process and environment, free from disruption, overcrowding, and any kind of violence or disruptive influences, hereby establishes criteria for the discretionary admission of nonresident students.~~

1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at its discretion. ~~As such, the District will screen all nonresident students and consider only those who meet the criteria set forth in this policy.~~
2. The Superintendent will recommend to the Board any nonresident student admission in accordance with this policy, with the Board making the final decision on admission.
3. ~~Nonresident students who do not qualify for mandatory attendance will not be admitted to District schools. Exceptions are foreign exchange students, under Policy 3145, and children in the immediate family of nonresident District employees. The District, at its discretion, also may consider for admission other nonresident students.~~
4. The District will examine a student's records from **this district and other previous school districts** before any Board approval for admission. **Review of the records and decisions regarding admission cannot be inconsistent with district policies regarding nondiscrimination.**
5. ~~The District has the option of accepting a nonresident student who does not meet the criteria set forth by the administration, if the student agrees to special conditions of admission as set forth by the District.~~
6. Every nonresident student who attends District schools must reapply for admission for the succeeding school year by June 15. Admission in one school year does not infer or guarantee admission in subsequent years.
7. The District will not admit nonresident students when doing so would **cause the district to exceed the class size standards under 10.55.712 and 10.55.713, ARM.**~~require hiring additional staff or providing educational services not currently offered or would create crowding of existing classes.~~
8. All resident students who become nonresidents because their parents or guardians move out of the District may continue attendance for the ~~semester~~ **school year**, barring registration in another District. At the completion of the ~~semester~~ **school year**, a student must apply as a nonresident student **in accordance with #5.**
9. The Board reserves the right to charge tuition for nonresident students. At its

discretion, the Board may charge or waive tuition for all students whose tuition is required to be paid by one kind of entity, defined as either a parent or guardian or a school district. Any waiver of tuition will be applied equally to all students whose tuition is paid by the same

kind of entity (i.e., if the District charges tuition in those circumstances where a resident district pays but waives tuition in those circumstances where a parent or guardian is responsible for tuition, the tuition waiver will be applicable to all students whose parents or guardians bear the responsibility for payment).

10. All nonresident students will be considered ineligible transportees for school transportation services (§ 20-10-101, MCA).

~~11. The Board may declare an emergency which, in its opinion, necessitates the removal of all nonresident students from District schools.~~

12. The Board will not admit any student who is expelled from another school district.

**13. Nonresident students enrolled under this policy are subject to all district policies, rules, regulations on the same basis as resident students.**

<b><u>Cross Reference:</u></b>	<b><u>Policy 2161 – 2161P Special Education</u></b>
	<b><u>Policy 3110 Entrance, Placement, and Transfer</u></b>
	<b><u>Policy 3125 Education of Homeless Children</u></b>
	<b><u>Policy 3210 Equal Education, Nondiscrimination and Sex Equity</u></b>

Legal Reference:	§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining state or province
	§ 20-5-320, MCA	Attendance with discretionary approval
	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and transportation
	§ 20-5-322, MCA	Residency determination – notification – appeal for attendance agreement
	§ 20-5-323, MCA	Tuition and transportation rates
	10.10.301B, ARM	Out-of-District Attendance Agreements
	<b><u>10.55.712, ARM</u></b>	<b><u>Class Size Elementary</u></b>
	<b><u>10.55.713, ARM</u></b>	<b><u>Teacher Load and Class Size – High School</u></b>

Policy History:

Adopted on: March 18, 2008

Reviewed on:

Revised on:



COMMUNITY RELATIONS

4330

Community Use of School Facilities

School facilities are available to the community for educational, civic, cultural, and other noncommercial uses consistent with the public interest, when such use will not interfere with the school program or school-sponsored activities. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by District conduct rules at all times.

Student and school-related organizations shall be granted the use of school facilities at no cost. Other organizations granted the use of school facilities shall pay fees and costs. The Superintendent will develop procedures to manage community use of school facilities, which will be reviewed and approved by the Board. Use of school facilities requires the Superintendent’s approval and is subject to the procedures.

Administration will approve and schedule various uses of school facilities. A master calendar will be kept in the office for scheduling dates to avoid conflicts during the school year. Should a conflict arise, the District reserves the right to cancel an approved request when it is determined that the facilities are needed for school purposes. Requests for use of school facilities must be submitted to the Superintendent’s office in advance of the event.

**The School Facilities and Grounds Use and Liability Release Agreement can be obtained by contacting the District Office. The School Facilities and Grounds Use and Liability Release Agreement must be completed, signed, and returned to the [Superintendent, district office, school office, administration, Athletic Director] [PICK APPROPRIATE PERSONNEL] prior to the use of the facilities or grounds.**

**The requesting organization or individual must complete, sign, and return an “assumption of risk” statement prior to the use of the facilities or grounds.**

**Cross Reference; 4330F1 Assumption of Risk Form**

Legal Reference: § 20-7-805, MCA Recreational use of school facilities secondary  
*Lamb’s Chapel v. Center Moriches Union Free School Dist.*, 113 S.Ct. 2141

Policy History:

Adopted on:

Reviewed on:

Revised on:

**SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT  
Cascade School District**

Organization or Individual Requesting Facility Use: \_\_\_\_\_  
Facility Requested: \_\_\_\_\_  
Date and Hours of Requested Use: \_\_\_\_\_  
Purpose of Use: \_\_\_\_\_  
Will there be an admission fee? \_\_\_\_\_ If so, how much? \_\_\_\_\_

**Premises and Conditions**

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

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

**Rent and Deposit**

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$25.00/hour, and this shall be due 10 days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises. To use the building for events for a full day, the sum shall be \$650.00 + custodial; half day the sum shall be \$325.00, to be paid in advance.

**Indemnification**

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

**Insurance**

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date

of the cancellation or non-renewal.

**Special Events Coverage**

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

**Assumption of Risk**

**The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.**

**The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved.**

**The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.**

**Non-Discrimination**

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

**District's Rights**

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

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

**Cascade School District:**

By \_\_\_\_\_

**Requesting Organization or Individual:**

By \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Additional Obligations:

\_\_\_\_\_

Revised on: October 16, 2012, 10/17/17

**WAIVER AND ASSUMPTION OF RISK**

4330F1

For and in consideration of being allowed to use the Facilities and/or Grounds of Cascade School District I do hereby agree, [on behalf of the organization], to indemnify, release and hold harmless the Cascade School District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by Cascade School District or its agents adding unwarranted danger to participation in such event.

I understand that the Cascade School District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. I have been informed and understand the risks involved.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

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

\_\_\_\_\_ School District:

Requesting Organization or Individual

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## Cascade School District

### PERSONNEL

5460

Page 1 of 2

#### Electronic Resources and Social Networking

The \_\_\_\_\_ School District recognizes that an effective public education system develops students who are globally aware, civically engaged, and capable of managing their lives and careers. The District also believes that students need to be proficient users of information, media, and technology to succeed in a digital world.

Public school employees are held to a high standard of behavior. The Montana Department of Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The District encourages all staff to read and become familiar with the Code of Ethics.

~~Therefore, the \_\_\_\_\_ School District will use electronic resources as a powerful and compelling means for students to learn core subjects and applied skills in relevant and rigorous ways. It is the District's goal to provide students with rich and ample opportunities to use technology for important purposes in schools just as individuals in workplaces and other real life settings. The District's technology will enable educators and students to communicate, learn, share, collaborate and create, to think and solve problems, to manage their work and to take ownership of their lives.~~

The ~~School Board discourages~~ school district staff **shall not socialize** ~~from socializing~~ with students on social networking websites (during school or out-of-school) **in a manner contrary to this policy**. Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability.

Specifically, the following forms of technology based interactivity or connectivity are expressly ~~permitted or~~ forbidden: **when used in a manner not related to the delivery of educational services or district operations. (DISTRICT MUST CHOOSE WHICH BULLETS ARE FORBIDDEN)**

- Sharing personal landline or cell phone numbers with students **for non-educational purposes**;
- Text messaging students **for non-educational purposes**;
- Emailing students other than through and to school controlled and monitored accounts;
- Soliciting students as friends or contacts on social networking sites **for non-educational purposes**;
- Accepting the solicitation of students as friends or contacts on social networking sites **for non-educational purposes**;

- Creation of administratively approved and sanctioned “groups” on social networking sites that permit the broadcast of information without granting students access to staff member’s personal information;
- Sharing with student’s access information to personal websites or other media through which the staff member would share personal information and occurrences.

~~What in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker’s desire or intention, and could undermine the public perception of fitness of the individual to educate students, and thus undermine teaching effectiveness. In this way, the effect of the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.~~

Accessing social networking websites for individual use during school hours is prohibited, unless asked to do so by administration. Except in an emergency situation, staff shall not access social networking sites using district equipment or personal equipment, including during breaks or

5460  
Page 2 of 2

preparation periods. All school district employees who participate in social networking websites, shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

The Board directs the Superintendent or his/her designee to create strong electronic educational systems that support innovative teaching and learning, to provide appropriate staff development opportunities and to develop procedures to support this policy.

**Staff should contact the administration if they would like to establish an educational related social media presence.**

~~Note: <sup>1</sup>What is and is not acceptable staff/student interaction on social networking sites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real life connections and interactivity between staff and students that occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what is permitted as what is not permitted. The discussions may elicit additional bullets to include in the policy.~~

- ~~• Sharing personal landline or cell phone numbers with students;~~
- ~~• Text messaging students;~~
- ~~• Emailing students other than through and to school controlled and monitored accounts;~~

- ~~• Soliciting students as friends or contacts on social networking sites;~~
- ~~• Accepting the solicitation of students as friends or contacts on social networking sites;~~
- ~~• Creation of administratively approved and sanctioned “groups” on social networking sites that permit the broadcast of information without granting students access to staff member’s personal information;~~
- ~~• Sharing with student’s access information to personal websites or other media through which the staff member would share personal information and occurrences.~~

Cross Reference:                    5015                    Bullying/Harassment/Intimidation  
   5223                    Personal Conduct  
   5255                    Disciplinary Action  
   *Professional Educators of Montana Code of Ethics*

Policy History:

Adopted on:

Reviewed on:

Revised on:

## Cascade School District

### PERSONNEL

5500

#### Payment of Wages Upon Termination

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

In the case of an employee discharged for allegations of theft connected to the employee's work, the District may withhold the value of the theft, provided:

- The employee agrees in writing to the withholding; or
- The District files a report of the theft with law enforcement within seven (7) business days of separation.

If no charges are filed within thirty (30) days of the filing of the report with law enforcement, the wages are due within a thirty (30)-day period.

Legal Reference:      § 39-3-205, MCA      Payment of wages when employee separated from employment prior to payday — exceptions

#### Policy History:

Adopted on: May 15, 2001

Revised on: July 17, 2007

Revised on: September 15, 2009



## Cascade School District

### FINANCIAL MANAGEMENT

7320  
page 1 of 2

#### Purchasing

##### Authorization and Control

The Superintendent is authorized to direct expenditures and purchases within limits of the detailed annual budget for the school year. The Board must approve purchase of capital outlay items, when the aggregate total of a requisition exceeds \$50,000 (~~cannot exceed \$80,000~~), except the Superintendent shall have the authority to make capital outlay purchases without advance approval when necessary to protect the interests of the District or the health and safety of staff or students. The Superintendent will establish requisition and purchase order procedures to control and maintain proper accounting of expenditure of funds. Staff who obligate the District without proper authorization may be held personally responsible for payment of such obligations.

##### Bids and Contracts

Whenever **it is in the interest of the District, the District will execute a contract for** any building furnishing, repairing, purchasing or other work for the benefit of the District, ~~or purchasing of supplies for the District is necessary, the work done or the purchase made must be by contract.~~ If the sum **of the contract or work** exceeds Eighty Thousand Dollars (\$80,000), the District will call for formal bids by issuing public notice as specified in statute. Specifications will be prepared and made available to all vendors interested in submitting a bid. The contract shall be awarded to the lowest responsible bidder, except that the trustees may reject any or all bids **as per § 18-4-307, MCA as stated below in the legal reference.** The Board, in making a determination as to which vendor is the lowest responsible bidder, will take into consideration not only the amount of each bid, but will also consider the skill, ability, and integrity of a vendor to do faithful, conscientious work and to promptly fulfill the contract according to its letter and spirit. Bidding requirements do not apply to a registered professional engineer, surveyor, real estate appraiser, or registered architect; a physician, dentist, pharmacist, or other medical, dental, or health care provider; an attorney; a consulting actuary; a private investigator licensed by any jurisdiction; a claims adjuster; or an accountant licensed under Title 37, Chapter 50.

Advertisement for bid must be made once each week for two (2) consecutive weeks, and a second (2<sup>nd</sup>) publication must be made not less than five (5) nor more than twelve (12) days before consideration of bids.

The Superintendent will establish bidding and contract-awarding procedures. Bid procedures will be waived only as specified in statute. Any contract required to be let for bid shall contain language to the following effect:

*In making a determination as to which vendor is the lowest responsible bidder, if any, the District will take into consideration not only the pecuniary ability of a*

vendor to perform the contract, but will also consider the skill, ability, and

*integrity of a vendor to do faithful, conscientious work and promptly fulfill the contract according to its letter and spirit. References must be provided and will be contacted. The District further reserves the right to contact others with whom a vendor has conducted business, in addition to those listed as references, in determining whether a vendor is the lowest responsible bidder. Additional information and/or inquiries into a vendor's skill, ability, and integrity are set forth in the bid specifications.*

### Cooperative Purchasing

The District may enter into cooperative purchasing contracts with one or more districts for procurement of supplies or services. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of 20-9-204(3), MCA if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list.

Legal Reference:	§ 18-1-101, et seq., MCA	Preferences and General Matters
	§ 18-1-201, et seq., MCA	Bid Security
	<b>§ 18-4-307, MCA</b>	<b><u>Cancellation of invitations for bids or requests for proposals</u></b>
	§ 20-9-204, MCA	Conflicts of interests, letting contracts, and calling for bids - exceptions
	§ 20-10-110, MCA	School Bus Purchases – contracts- bids
	<i>Debcov v. City of Glasgow</i> , 305 Mont. 391 (2001)	

### Policy History:

Adopted on: May 15, 2001

Reviewed on:

Revised on: October 11, 2001

Revised on: July 17, 2007

Revised on: September 17, 2013

**Procurement of Supplies or Services**

The Board adopts the following provisions of the Montana Procurement Act (i.e., § 18-4-101, et seq., MCA):

(List specific provisions, i.e.:

- 1. § 18-4-303, MCA – Competitive sealed bidding. With the exception of construction contracts, allows the District to negotiate an adjustment of the bid price with the lowest responsible bidder in order to bring the bid within the amount of available funds, if, and only if, all bids exceed available funds and the lowest responsible bid does not exceed available funds by more than five percent (5%).
- 2. § 18-4-306, MCA – Sole source procurement. A contract may be awarded for a supply or service item without competition when, the District determines in writing that:
  - (a) there is only one source for the supply or service item;
  - (b) only one source is acceptable or suitable for the supply or service item; or
  - (c) the supply or service item must be compatible with current supplies or services.
- 3. **§ 18-4-307, MCA - Cancellation of invitations for bids or requests for proposals. An invitation for bids, a request for proposals, or other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, when it is in the best interests of the state. The reasons therefor must be made part of the contract file.**

Legal Reference:	§ 18-4-121, et seq., MCA	Montana Procurement Act
	§ 18-4-303, MCA	Competitive Sealed Bidding
	§ 18-4-306, MCA	Sole Source Procurement--records
	<b><u>§ 18-4-307, MCA</u></b>	<b><u>Cancellation of invitations for bids or requests for proposals</u></b>
	2.5.604, ARM	Sole Source Procurement

Policy History:

- Adopted on: May 15, 2001
- Revised on: July 17, 2007
- Revised on: January 18, 2011

# Cascade School District

8426

## NONINSTRUCTIONAL OPERATIONS

Adopted on:  
Reviewed on:  
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Page 1 of 2

The District supports the use of therapy dogs and other therapy animals by teachers or other qualified school personnel (“Owner”) for the benefit of its students, subject to the conditions of this policy.

### Therapy Animals

Therapy dogs and other therapy animals are family pets that are trained and registered or certified through therapy organizations. They are only half of the therapy team. The handler is the other half. Therapy teams enter the school by invitation or prior approval.

A therapy animal is not a service animal, and unlike a service animal, a therapy animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. Therapy animals do not have legal rights.

### Requirements of Therapy Animals and User/Owners

Individuals with disabilities using therapy or companion animals are responsible for their animals at all times and must comply with the following requirements:

**Request:** An Owner must submit a written request to the Superintendent. The request must be renewed each school year or whenever a different therapy animal will be used.

**Registration, Training and Certification:** The Owner must register the therapy animal and provide documentation of the registration, certification, and training to the Superintendent. The registration and certification must remain current at all times.

**Health and Vaccination:** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to dogs. The Owner must submit proof of current licensure from the local licensing authority and proof of the therapy animal’s current vaccinations and immunizations from a licensed veterinarian.

**Control:** A therapy animal must be under the control of the “Owner”, at all times, through the use of a leash or other tether unless the use of a leash or other tether would interfere with the therapy animals’ safe, effective performance of its work or tasks.

**Identification:** The therapy animals must wear appropriate visible identification that identifies in writing that the animal is a therapy animal.

**Behavior:** The Owner must take responsibility for the behavior of the animal in private and public places, and for due care and diligence in the use of the animal on school district property.

**Health and Safety:** The therapy animal must not pose a health and safety risk to any student, employee, or other person at the school.

8426

**Supervision and Care of Therapy Animals:** The Owner is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean-up while the animal is in the school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Areas:** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by the school administrators.

**Insurance:** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

**Exclusion or Removal from School.** A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not house broken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted, and suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries:** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Therapy Animals in Training;** This policy shall also be applicable to therapy animals in training that are accompanied by a bona fide trainer.

# Cascade School District

## Request to use Therapy Animal in School

8426F

Board Policy 8426 governs the use of therapy animals in school. The request shall be submitted to the Superintendent for approval each school year and/or whenever the Owner wishes to use a different therapy animal.

Name of Owner: \_\_\_\_\_

Name of Handler (if different from Owner): \_\_\_\_\_

Owner address: \_\_\_\_\_

Handler address (if different from Owner): \_\_\_\_\_

Owner email: \_\_\_\_\_

Handler email (if different from Owner): \_\_\_\_\_

Building(s) where animal will be used: \_\_\_\_\_

Please describe, in detail, what the animal will do at the school. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_

Handler Phone Number: \_\_\_\_\_

Name of Therapy Animal: \_\_\_\_\_

Please attach the following to this form:

Proof of registration as a therapy animal handler with the individual animal to be used (*Note: Such registration shall be from an organization that requires an evaluation of the therapy animal and handler prior to registration and at least every two years*)

Proof from a licensed veterinarian that the therapy animal is in good health and has been immunized against diseases common to the particular animal. Such vaccinations shall be kept current and up to date at all times.

Proof of licensure from the local licensing authority.

Copy of an insurance policy that provides liability coverage for the work of the handler and therapy animal while the two are on school district property.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Handler's Signature (if different from Owner): \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_