

ARLEE PUBLIC SCHOOLS
8000 SERIES
NONINSTRUCTIONAL OPERATIONS

TABLE OF CONTENTS

8000	Goals
8100	Transportation
8110	Bus Routes and Schedules
8111	Transportation of Students with Disabilities
8121	District-Owned Vehicles
8123	Driver Training and Responsibility
8124	Student Conduct on Buses
8125	School Bus Emergencies
8130	Outdoor Air Quality
8131	Indoor Air Quality
8132	Activity Trips
8132F	School Bus Lease
8205	Meal Charges
8210	Procurement at School Food
8225	Tobacco Free Policy
8301	District Safety
8320	Property Damage
8400	Sale of Real Property
8410	Operation and Maintenance of District Facilities
8411	Water Supply and Waste Water
8420	District-Wide Asbestos Program
8430	Records Management
8440	Computer Software
8450	Automated External Defibrillators (AED's)
8500	Contracts with Third Parties Affecting Student Records

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8000

4
5 Goals

6
7 In order for students to obtain the maximum benefits from their educational program, a complex
8 set of support services must be provided by the District. These services are essential to the
9 success of the District, and the staff that provides them is an integral part of the educational
10 enterprise. Because resources are always scarce, all assets of District operations, including
11 noninstructional support services, shall be carefully managed in order to obtain maximum
12 efficiency and economy. To that end, the goal of the District is to seek new ways of supporting
13 the instructional program, which shall maximize the resources directly available for students'
14 learning programs.

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16
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18 Policy History:

19 Adopted on: 3/10/09

20 Reviewed on: 7/29/19

21 Revised on:

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8100

page 1 of 2

4
5 Transportation

6
7 The District may provide transportation to and from school for a student who:

- 8
9 1. Resides three (3) or more miles, over the shortest practical route, from the nearest
10 operating public elementary or public high school;
11
12 2. Is a student with a disability, whose IEP identifies transportation as a related service; or
13
14 3. Has another compelling and legally sufficient reason to receive transportation services.
15

16 The District may elect to reimburse the parent or guardian of a student for individually
17 transporting any eligible student.
18

19 The District may provide transportation by school bus or other vehicle or through individual
20 transportation such as paying the parent or guardian for individually transporting the student. The
21 Board may pay board and room reimbursements, provide supervised correspondence study, or
22 provide supervised home study. The Board may authorize children attending an approved private
23 school to ride a school bus, provided that space is available and a fee to cover the per-seat cost
24 for such transportation is collected. The District may transport and charge for an ineligible public
25 school student, provided the parent or guardian pays a proportionate share of transportation
26 services. Fees collected for transportation of ineligible students shall be deposited in the
27 transportation fund. Transportation issues that cannot be resolved by the trustees may be
28 appealed to the county transportation committee.
29

30 Homeless students shall be transported in accordance with the McKinney Homeless Assistance
31 Act and state law. The District shall cooperate with child protective agencies in the
32 transportation of children in foster care in accordance with ESSA.
33

34 In-Town Busing

35
36 In-town busing is defined as the busing of students within three (3) miles of their school. In-
37 town busing is a privilege the District can discontinue at any time. The Superintendent will
38 establish guidelines under which a student may request in-town busing.
39
40
41

42 Legal Reference: § 20-10-101, MCA
43 § 20-10-121, MCA

Definitions
Duty of trustees to provide transportation –
types of transportation – bus riding time
limitation

1 § 20-10-122, MCA Discretionary provision of transportation
2 and payment for this transportation
3 8100
4 page 2 of 2
5

6 § 20-10-123, MCA Provision of transportation for nonpublic
7 school children
8 10.7.101, et seq., ARM Pupil Transportation
9 10.64.101-700, et seq., ARM Transportation
10 No Child Left Behind Act of 2001 (P.L. 107-110)
11

12 Policy History:
13 Adopted on:
14 Reviewed on: 7/29/19
15 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8110

4
5 Bus Routes and Schedules

6
7 The Superintendent's designee is responsible for scheduling bus transportation, including
8 determination of routes and bus stops. Such routes are subject to approval of the county
9 transportation committee. The purpose of bus scheduling and routing is to achieve maximum
10 service with a minimum fleet of buses consistent with providing safe and reasonably equal
11 service to all bus students.

12
13 In order to operate the transportation system as safely and efficiently as possible, the following
14 factors shall be considered in establishing bus routes:

- 15
16 1. A school bus route shall be established with due consideration of the sum total of local
17 conditions affecting the safety, economic soundness, and convenience of its operation,
18 including road conditions, condition of bridges and culverts, hazardous crossings,
19 presence of railroad tracks and arterial highways, extreme weather conditions and
20 variations, length of route, number of families and children to be serviced, availability of
21 turnaround points, capacity of bus, and related factors.
22
23 2. The District may extend a bus route across another transportation service area, if it is
24 necessary in order to provide transportation to students in the District's own
25 transportation service area. A district may not transport students from outside its
26 transportation service area.
27
28 3. No school child attending an elementary school shall be required to ride the school bus
29 under average road conditions more than one (1) hour without consent of the child's
30 parent or guardian.
31
32 4. School bus drivers are encouraged to make recommendations in regard to establishing or
33 changing routes.
34
35 5. Parents should be referred to the Superintendent for any request of change in routes,
36 stops, or schedules.
37

38 The Board reserves the right to change, alter, add, or delete any route at any time such changes
39 are deemed in the best interest of the District, subject to approval by the county transportation
40 committee.

41
42 Bus Stops

43
44 Buses should stop only at designated places approved by school authorities. Exceptions should
45 be made only in cases of emergency and inclement weather conditions.
46

1
2 Bus stops shall be chosen with safety in mind. Points shall be selected where motorists
3 approaching from either direction will have a clear view of the bus for a distance of at least three
4 hundred (300) to five hundred (500) feet.

5
6 School loading and unloading zones are to be established and marked to provide safe and orderly
7 loading and unloading of students. The principal of each building is responsible for the conduct
8 of students waiting in loading zones.

9 10 Delay in Schedule

11
12 The driver is to notify the administration of a delay in schedule. The administration will notify
13 parents on routes and radio stations, if necessary.

14 15 Special Activities

16
17 The District may use passenger vehicles to transport students to or from school-sponsored
18 functions or activities. However, the District will not use passenger vehicles for purposes of
19 transporting students to or from school on a regular bus route.

20 21 Responsibilities - Students

22
23 Students must realize that safety is based on group conduct. Talk should be in conversational
24 tones at all times. There should be no shouting or loud talking which may distract the bus driver.
25 There should be no shouting at passersby. Students should instantly obey any command or
26 suggestions from the driver and/or his/her assistants.

27 28 Responsibilities - Parents

29
30 The interest and assistance of each parent is a valued asset to the transportation program.
31 Parents' efforts toward making each bus trip a safe and pleasant experience are requested and
32 appreciated. The following suggestions are only three of the many ways parents can assist:

- 33
34 1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus.
35 2. Properly prepare children for weather conditions.
36 3. Encourage school bus safety at home. Caution children regarding safe behavior and
37 conduct while riding the school bus.

38 39 Safety

40
41 The Superintendent will develop written rules establishing procedures for bus safety and
42 emergency exit drills and for student conduct while riding buses.

43
44 If the bus and driver are present, the driver is responsible for the safety of his/her passengers,
45 particularly for those who must cross a roadway prior to loading or after leaving the bus. Except
46 in emergencies, no bus driver shall order or allow a student to board or disembark at other than

his/her assigned stop unless so authorized by the Superintendent. In order to assure the safety of all, the bus driver may hold students accountable for their conduct during the course of transportation and may recommend corrective action against a student. Bus drivers are expressly prohibited from using corporal punishment.

The bus driver is responsible for the use of the warning and stop signaling systems and the consequent protection of his/her passengers. Failure to use the system constitutes negligence on the part of the driver.

The District prohibits the operation of amber or red lights when a school bus is stopped at a school site to receive or discharge students. This would only be where the drop off or pick up does NOT involve street crossing by the children.

Inclement Weather

The Board recognizes the unpredictability and resulting dangers associated with weather in Montana. In the interest of safety and operational efficiency, the Superintendent is empowered to make decisions as to emergency operation of buses, cancellation of bus routes, and closing of school, in accordance with his or her best judgment. The Board may develop guidelines in cooperation with the Superintendent to assist the Superintendent in making such decisions.

Legal Reference:	§ 20-10-106, MCA	Determination of mileage distances
	§ 20-10-121, MCA	Duty of trustees to provide transportation – types of transportation – bus riding time limitation
	§ 20-10-132, MCA	Duties of county transportation committee
	§ 61-8-35, MCA	Meeting or passing school bus --vehicle operator liability for violation –penalty (<i>Revised by House Bill 267</i>)
	§ 20-10-109, MCA	Liability insurance for school bus (<i>Cited by House Bill 300</i>)
	House Bill 267	Improve school bus safety laws
	House Bill 300	Generally revise school transportation laws

page 1 of 3

Policy History:

Adopted on: 12/10/03

Reviewed on: 3/10/09, 7/29/19

Revised on: 9/14/05, 8/17/2021

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8111

4
5 Transportation of Students With Disabilities

6
7 Transportation shall be provided as a related service, when a student with a disability requires
8 special transportation in order to benefit from special education or to have access to an
9 appropriate education placement. Transportation is defined as:

- 10
11 (a) Travel to and from school and between schools;
12
13 (b) Travel in and around school buildings or to those activities that are a regular part of the
14 student's instructional program;
15
16 (c) Specialized equipment (such as special or adapted buses, lifts, and ramps) if required to
17 provide special transportation for a student with disabilities.
18

19 The Evaluation Team that develops the disabled student's Individualized Education Program will
20 determine, on an individual basis, when a student with a disability requires this related service.
21 Such recommendations must be specified on the student's IEP. Only those children with
22 disabilities who qualify for transportation as a related service under the provisions of the IDEA
23 shall be entitled to special transportation. All other children with disabilities in the District have
24 access to the District's regular transportation system under policies and procedures applicable to
25 all District students. Utilizing the District's regular transportation service shall be viewed as a
26 "least restrictive environment."
27

28 Mode of Transportation

29
30 One of the District's education buses will be the preferred mode of transportation. Exceptions
31 may be made in situations where buses are prohibited from entering certain subdivisions due to
32 inadequate turning space, or when distance from school may seriously impact bus scheduling. In
33 such situations other arrangements, such as an individual transportation contract, may be
34 arranged with parents. Such voluntary agreement will stipulate in writing the terms of
35 reimbursement.
36
37

38 Cross Reference: 3300 Corrective Actions and Punishment

39
40 Legal Reference: 10.16.3820, ARM Transportation for Special Education Students with
41 Disabilities
42

43 Policy History:

44 Adopted on: 9/14/05

45 Reviewed on: 7/29/19

46 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8121

4
5 District-Owned Vehicles

6
7 The District owns and maintains certain vehicles. Included among them are pickups, school
8 buses, and vans. These are for use by properly authorized personnel of the District for District
9 business purposes.

10
11 School transportation vehicles are for School District use. Any rental of yellow school buses for
12 non-school shall be charged a flat rate of .75 cents per mile, and will be considered by the
13 Superintendent on a case-by-case basis. Rental of school vehicles is limited to in-state travel.

14
15 Any driver who receives a citation for a driving violation while operating a District vehicle shall
16 personally pay all fines levied. All citations received while the driver is a District employee,
17 whether operating a District vehicle or not, must be reported and may result in disciplinary action
18 up to and including termination.

19
20 Bus and Vehicle Maintenance, District

21
22 Buses used in the District's transportation program shall be in safe and legal operating condition.
23 All buses shall be inspected by the Department of Justice, Montana Highway Patrol, before the
24 beginning of each semester. The Superintendent will establish a specific list of tasks bus drivers
25 will perform on a daily basis. All other District vehicles shall be maintained following
26 established programs developed by the Superintendent.

27
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29
30 Policy History:

31 Adopted on: 9/12/06

32 Reviewed on: 7/29/19

33 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8123

4
5 Driver Training and Responsibility

6
7 Bus drivers shall observe all state statutes and administrative rules governing traffic safety and
8 school bus operation. At the beginning of each school year, the District will provide each driver
9 with a copy of the District's written rules for bus drivers and for student conduct on buses.

10
11 Each bus driver will meet the qualifications established by the Superintendent of Public
12 Instruction, including possession of a valid Montana commercial driver's license (with school
13 bus "S" and passenger "P" endorsements), receive ten (10) hours of in-service annually, and
14 Department of Transportation-approved physician's certification that he or she is medically
15 qualified for employment as a bus driver. The bus driver shall secure a valid standard first aid
16 certificate from an authorized instructor, within two (2) months after being employed, and
17 maintain a valid first aid certificate throughout employment as a bus driver. The bus driver must
18 have five (5) years driving experience.

19
20 A school bus driver is prohibited from operating a school bus while using a cellular phone,
21 including hands free cellular phone devices, except:

- 22 (1) During an emergency situation;
23 (2) To call for assistance if there is a mechanical breakdown or other mechanical
24 problem;
25 (3) When the school bus is parked.

26
27 A teacher, coach, or other certified staff member assigned to accompany students on a bus will
28 have primary responsibility for behavior of students in his or her charge. The bus driver has final
29 authority and responsibility for the bus. The Superintendent will establish written procedures for
30 bus drivers.

31
32
33
34 Legal Reference: § 20-10-103, MCA School bus driver qualifications
35 10.7.111, ARM Qualification of Bus Drivers
36 10.64.201, ARM Drivers
37 § 50-46-205, MCA Limitations of Medical Marijuana Act
38

39 Policy History:

40 Adopted on: 8/7/06
41 Reviewed on: 7/29/19
42 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8124

4
5 Student Conduct on Buses

6
7 The Superintendent will establish written rules of conduct for students riding school buses. Such
8 rules will be reviewed annually by the Superintendent and revised if necessary. If rules are
9 substantially revised, they will be submitted to the Board for approval.

10
11 At the beginning of each school year, a copy of the rules of conduct for students riding buses will
12 be provided to students, and the classroom teacher and bus driver will review the rules with the
13 students. A copy of the rules will be posted in each bus and will be available upon request at the
14 District office and in each building principal's office.

15
16 The bus driver is responsible for enforcing the rules and will work closely with a parent and
17 building principal to modify a student's behavior. Rules shall include consistent consequences
18 for student misbehavior. A recommendation for permanent termination of bus privileges,
19 accompanied by a written record of the incident(s) that led to the recommendation, shall be
20 referred to the Superintendent for final determination. The student's parent or guardian may
21 appeal a termination to the Board. No further appeal shall be allowed.

22
23
24
25 Cross Reference: 3310 Student Discipline
26 8111 Transportation of Students With Disabilities

27
28 Legal Reference: § 20-4-302, MCA Discipline and punishment of pupils – definition of
29 corporal punishment – penalty – defense
30 § 20-5-201, MCA Duties and sanctions

31
32 Policy History:

33 Adopted on: 10/10/91

34 Reviewed on: 7/29/19

35 Revised on: 3/10/09

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8125

4
5 School Bus Emergencies

6
7 In the event of an accident or other emergency, the bus driver shall follow the emergency
8 procedures developed by the Superintendent. A copy of the emergency procedures will be
9 located in every bus. To ensure the success of such emergency procedures, every bus driver will
10 conduct an emergency evacuation drill at least twice each year. The District will conduct such
11 other drills and procedures as may be necessary.
12
13
14

15 Policy History:

16 Adopted on: 3/10/09

17 Reviewed on: 7/29/19

18 Revised on:

OPERATIONAL SERVICES

Outdoor Air Quality

The District will work to ensure the safety of students participating in physical education, recess, practices or athletic contests. The District Board of Trustees and school administration will use the Recommendations for Outdoor Activities Based on Air Quality for Schools guidelines, developed by the Montana Department of Environmental Quality (DEQ) and the DEQ's Air Data Map, as the determining factor when making a decision to allow or not allow students to participate in outdoor activities and contests.

The following protocol will be used to decide whether students will be allowed to participate in outdoor activities when Air Quality Restrictions have reached the Unhealthy for Sensitive Groups or higher categories as indicated on the DEQ guidelines.

1. The District shall use the geographical spot on the todaysair.mt.gov website to determine the air quality for our school district.
2. The following personnel shall make the decision to hold or cancel outdoor activities, practices, or contests:
 - a. Recess (all levels): Principals
 - b. Junior High practices (all levels): Athletic Director
 - c. Junior High contests (all levels): Athletic Director
 - d. High School practices (all levels): Athletic Director
 - e. High School contests (all levels): Athletic Director
 - f. All outdoor activities, (all levels): Athletic Director
3. The decision to hold or cancel outdoor activities shall be made **four (4) hours** in advance of the activity.

The notice to hold or cancel an outdoor activity shall be communicated to:

- a. Students through: Principal
- b. Staff through: Principal
- c. Coaches through: Athletic Director
- d. Parents through: School Office/Website/Social Media
- e. Community: District Office, Website, Social Media

Legal References: 37.111.827, ARM Outdoor Air Quality
 10.55.701(q), ARM Board of Trustees

Cross References:

Policy History:

Adopted on: September 14, 2021

Revised on:

NONINSTRUCTIONAL OPERATIONS

Indoor Air Quality

The District will ensure ventilation systems operate properly and increase circulation of outdoor air as much as possible. District ventilation systems will undergo annual checks by the school facility manager, superintendent or other staff approved by the superintendent to ensure ventilation systems are operating within manufacturer parameters.

Air filters in the District will have a minimum efficiency reporting value of between 8 and 13 as recommended by the National Air Filtration Association and the EPA unless other types of non-MERV rated filters are used.

To the greatest extent possible during times of poor outdoor air quality, the District will change filters to MERV 13 or greater in ventilation systems using MERV rated air filters. The District also will clean any electrostatic air filters according to manufacturer specifications.

The school facility manager, superintendent or other staff approved by the superintendent will complete annual indoor air quality inspections using the Walk-Through Inspection Checklist from EPA's Indoor Air Quality Tools for Schools or other DPHHS-approved inspection form.

The District will maintain records of indoor air quality inspection on site for no less than three years and the records shall be made available to the local health authority and DPHHS upon request.

Legal References: 37.111.826, ARM Indoor Air Quality
 10.55.701(q), ARM Board of Trustees

Cross References:

Policy History:

Adopted on: September 14, 2021

Revised on:

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8132

4
5 Activity Trips

6
7 The use of school buses is strictly limited to school activities. Buses may not be loaned or leased
8 to non-school groups, unless permission is specifically granted by the Board. Buses will be
9 operated by a qualified bus driver on all activity runs, and only authorized activity participants,
10 professional staff, and chaperones assigned by the administration may ride the bus.

11
12 (When a driver must take his/her children with him/her due to lack of child care, a release of
13 liability will be on file with the District Clerk.)

14
15 A duplicate copy of the passenger list will be made for all activity trips. One (1) copy will
16 remain with the professional staff member in charge on the bus, and one (1) copy will be given
17 to the Activities Director before the bus departs.

18
19
20 Cross Reference: 8132F School Bus Lease

21
22
23 Policy History:

24 Adopted on: 10/13/04

25 Reviewed on: 7/29/19

26 Revised on: 3/10/09

4
5
6 School Bus Lease Agreement
7 Arlee School District
8

9 THIS LEASE AGREEMENT is entered into this ____ day of _____, 20__ by and between the
10 BOARD OF TRUSTEES OF THE ARLEE SCHOOL DISTRICT (hereinafter "District") and
11 _____, (hereinafter "Lessee").
12

13 1. **LEASED PROPERTY:** The District hereby agrees to lease to Lessee the school bus or buses
14 more particularly described in Exhibit "A," attached hereto, pursuant to the terms and conditions
15 set forth herein.

16 2. **TERM:** The term of this Lease shall commence on _____ and shall terminate
17 on _____. The leased school bus (es) shall be returned to the District's
18 Transportation Department prior to 5 p.m. on the last day of the lease term.

19 3. **LEASE CHARGES:** The Lessee shall pay to the District lease charges in the amount of a flat rate
20 of seventy-five (75) cents per mile. Payment shall be made to the District Clerk within ten (10)
21 days of the invoice date.

22 4. **INSURANCE:** The Lessee shall maintain for the duration of the contract, at its cost, primary
23 insurance coverage against claims for injuries to persons or damages to property which may arise
24 from the operation of the vehicle leased by the Arlee School District to the Lessee under this
25 contract.

26 The Lessee must provide a certificate for Commercial Automobile Liability, to include bodily
27 injury and property damage with combined single limits of \$1,000,000 per claim for an insurer
28 with a Best's rating of no less than A-. This certificate must name the Arlee School District as an
29 additional insured under the Lessee's policy. A Certificate of Insurance, indicating compliance
30 with the required coverage, must be submitted to the School District before execution of the
31 contract.

32 5. **MAINTENANCE:** The cost of routine maintenance is included in the Lease Agreement.
33 Maintenance or repairs due to misuse or negligent operation of the school bus or due to accident,
34 vandalism, other occurrence, or arising from any breach of the terms of this agreement shall be at
35 the cost of the Lessee.

36 6. **SCHOOL BUS DRIVER(S):** The District will provide a driver or drivers for the leased bus or
37 buses. No person other than those authorized by the District shall be permitted to operate the
38 leased bus (es).

39 7. **WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR'S EXEMPTION:**
40 Neither the Lessee nor its employees are employees of the School District. Lessees are required
41 to maintain Workers' Compensation on an Independent contractor Exemption covering the

Lessee and/or employees. Proof of this insurance or exemption must be provided to the school district prior to the execution of the contract. This insurance or exemption shall be valid for the entire contract period.

8. **IN STATE TRAVEL:** Travel outside of the State of Montana is prohibited under this agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION:** The Lessee agrees to indemnify the school district, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the Lessee's employees or third parties on account of bodily injuries, death, or damage to property arising out of the lease of the District vehicle resulting from the acts or omission of the Lessee and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the Lessee's negligence.

10. **TERMINATION:** This Lease Agreement may be terminated immediately and without prior notice by the Superintendent of the District in the event the Lessee breaches any of the terms or obligations of this Lease Agreement. In the event of termination, the Lessee shall immediately return the school bus to the District's Transportation Department.

11. **APPLICABLE LAW:** This Lease Agreement shall be governed by the laws of the State of Montana.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first written above.

ARLEE SCHOOL DISTRICT

BY: _____, Superintendent

DATE: _____

LESSEE

BY: _____

DATE: _____

ATTEST: _____, Clerk, Arlee School District DATE: _____

EXHIBIT "A" TO SCHOOL BUS LEASE AGREEMENT

Bus Number:

Year:

Passenger Capacity:

V.I.N. Number:

Mileage at Commencement of Lease:

Mileage at Conclusion of Lease:

NONINSTRUCTIONAL OPERATIONS

8205

Meal Charges

The District recognizes that students may forget or lose lunch money or may have an unpaid meal account balance. The District endeavors to treat all students with dignity regarding unpaid meal charges; however, unpaid meal charges create a significant financial burden for the District. To ensure that students do not go hungry but also minimize the financial burden, the District shall charge meals and collect on meal account charges in all schools consistent with this policy.

Students who are eligible to receive free meals do not have a meal account and, therefore, are not subject to this policy. Free lunch status students may pre-pay for or purchase a la carte items with cash.

Elementary School Students

Elementary students will pay for meals at the rate established by the District in accordance with federal law. Meals must be pre-paid on a monthly basis if applicable or by cash at the time of service. An elementary student will be permitted to charge a maximum of \$25.00 once his or her meal account reaches zero. Once a student has charged the maximum number of meals, the student will not be permitted to charge a la carte items but the school will offer the student with an alternate meal (example: PB&J). If the District chooses to seek reimbursement for the alternate meal, it shall meet the standards required by federal law for reimbursement.

Students who are eligible to receive meals at a reduced rate will be charged for meals at the reduced rate consistent with federal law. Meals must be pre-paid on a monthly basis if applicable or by cash at the time of service. An elementary student will be permitted to charge a maximum of \$25.00 once his or her meal account reaches zero. Once a student has charged the maximum number of meals, the student will not be permitted to charge a la carte items but the school will offer the student with an alternate meal (example: PB&J). If the District chooses to seek reimbursement for the alternate meal, it shall meet the standards required by federal law for reimbursement.

Middle School Students

Middle school students will pay for meals at the rate established by the District in accordance with federal law. Meals must be pre-paid on a monthly basis if applicable or by cash at the time of service. A middle school student will be permitted to charge a maximum of \$25.00 once his or her meal account reaches zero. Once a student has charged the maximum number of meals, the student will not be permitted to charge a la carte items but the school will offer the student with an alternate meal (example: PB&J). If the District

1 chooses to seek reimbursement for the alternate meal, it shall meet the standards required
2 by federal law for reimbursement.

3
4 Students who are eligible to receive meals at a reduced rate will charged for meals at the
5 reduced rate consistent with federal law. Meals must be pre-paid on a monthly basis if
6 applicable or by cash at the time of service. A middle school student will be permitted to
7 charge a maximum of \$25.00 once his or her meal account reaches zero. Once a student
8 has charged the maximum number of meals, the student will not be permitted to charge a la
9 carte items but the school will offer the student with an alternate meal (example: PB&J). If
10 the District chooses to seek reimbursement for the alternate meal, it shall meet the
11 standards required by federal law for reimbursement

12 13 14 *High School Students*

15
16 High School students will pay for meals at the rate established by the District in accordance
17 with federal law. Meals must be pre-paid on a monthly basis if applicable or by cash at the
18 time of service. A high school student will be permitted to charge a maximum of \$25.00
19 once his or her meal account reaches zero. Once a student has charged the maximum
20 number of meals, the student will not be permitted to charge a la carte items but the school
21 will offer the student with an alternate meal (example: PB&J). If the District chooses to
22 seek reimbursement for the alternate meal, it shall meet the standards required by federal
23 law for reimbursement.

24
25 Students who are eligible to receive meals at a reduced rate will charged for meals at the
26 reduced rate consistent with federal law. Meals must be pre-paid on a monthly basis if
27 applicable or by cash at the time of service. A high school student will be permitted to
28 charge a maximum of \$25.00 once his or her meal account reaches zero. Once a student
29 has charged the maximum number of meals, the student will not be permitted to charge a la
30 carte items but the school will offer the student with an alternate meal (example: PB&J). If
31 the District chooses to seek reimbursement for the alternate meal, it shall meet the
32 standards required by federal law for reimbursement

33 34 *Adults*

35
36 Adults are not permitted to charge meals or a la carte items.

37 38 **Payment of Meal Account**

39
40 Each school shall maintain records regarding student meal balances. The District will send
41 out notices to parents/guardians informing them of low or negative meal account balances
42 AND Parents/guardians may check a student meal account balance online at infinite
43 campus and/or contacting the lunch Supervisor or building secretary.

44
45 Parents/guardians must submit payment for meal accounts online at infinite campus, in
46 person with the building secretary, or by mail to Arlee School District, 72220 Fyant Street,

1 Arlee, MT 59821. Payment must be submitted 30 days from date of notice of balance. If
2 the District has not received payment by the end of the semester the payment is considered
3 overdue and is a delinquent debt. The District will use reasonable efforts and as permitted
4 by state and federal law to collect meal account balances which are delinquent debts,
5 including payment plans as determined appropriate.

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8 Legal References: 2 C.F.R. § 200.426
9 7 C.F.R. Part 210
10 7 C.F.R. § 245.5
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13 Cross References: Board Policy 5232
14 Board Policy 8200
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17 Policy History:
18 Adopted on: 7/29/19
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20

NONINSTRUCTIONAL OPERATIONS

8210

Procurement of School Food

The District will abide by the following requirements for any procurement related to its food services:

Purchases Greater than \$80,000

Except as permitted below, whenever the cost of food service supplies, products, or equipment exceed \$80,000, the District will call for formal bids by issuing public notice as required by law. 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. 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.

The District may enter into cooperative purchasing contracts with one or more districts for procurement of food supplies or services. Such services and supplies may be purchased without complying with the above stated bidding requirements 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 to compete, based on lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list.

Purchases Less than \$80,000 but Greater than \$3,500

Purchases of food service supplies, products, or equipment between \$3,500 and \$80,000 shall be considered "Small Purchases." The District is not required to use a formal bidding process for Small Purchases, but it shall use a competitive process to ensure fairness. For any Small Purchase, the District shall obtain at least two or more price quotes. The District shall maintain all procurement documentation to ensure the cost is less than \$80,000 but more than \$3,500 for a Small Purchase.

Purchases Less than \$3,500

Purchases of food service supplies, products, or equipment less than \$3,500 shall be "Micro-Purchases." The District is not required to use a formal bidding process for Micro-Purchases, but it shall ensure that purchases are reasonable and equitably distributed among all qualified sources. The District shall maintain all procurement documentation to ensure the cost is less than \$3,500 for a Micro-Purchase.

Bid Specifications

The District will not award a contract to a potential vendor who has written any of the bid specifications, the solicitation documents, or any of the contract language.

Identical bid specifications and/or request for proposals will be provided to all potential vendors.

Geographic Preference

When part of a Farm to School program, the District has the discretion to apply a geographic preference for procurement of unprocessed locally grown or locally raised domestic products only.

Buy American

The District shall procure domestic commodities and products ("Buy American") for the use of its Child Nutrition Program to the maximum extent practicable. The District is permitted to buy foreign goods only when:

- Food preferences can only be met with foreign goods;
- A sufficient quantity and/or quality is not available through domestic commodities or products; or
- The cost of domestic commodities and products is significantly higher.

Debarment and Suspension

For any food service purchase in excess of \$25,000, the District shall obtain verification or certification from a vendor that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a federal agency.

Standard of Conduct

District employees engaged in the award and/or administration of food service contracts supported by federal funds are subject to the following code of conduct:

- No employee may participate in the selection, award, or administration of a food service contract supported by federal funds if he or she has a conflict of interest or can reasonably be perceived as having a conflict of interest.
- No employee may solicit any gratuities, favors, or anything else of monetary value from a potential vendor.
- No employee may participate in the selection, award, or administration of a food service contract supported by federal funds when the employee or member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these individuals has a financial interest in a vendor.
- Employees are expected to demonstrate integrity and honesty.

Employees who fail to abide by this policy will be subject to disciplinary action up to and including discharge.

Bid Protest Procedures

Any vendor who desires to protest the award of a bid pursuant to this policy shall, within fifteen (15) days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Business Manager or designee. The Business Manager or designee shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the Business Manager or designee, the claimant may appeal the decision to the District's Board of Trustees. The notice of appeal shall be filed with the Board of Trustees within fifteen (15) days after issuance of the decision from which the appeal is taken. The appeal shall state the basis of the appeal and provide to the Board the original bid protest, together with a copy of the decision being appealed from. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The Board of Trustees at the next regular board meeting following the receipt of the appeal shall either hear the appeal or set a time to consider the appeal. The Board may in its discretion render a decision based upon the information and records before the Board of Trustees or, in the Board's discretion, may request the claimant and a representative of the District to each present information pertaining to the bid protest.

The Board shall issue a written decision within thirty (30) days of the meeting in which it considered the appeal.

Legal References:	2 C.F.R. § 200.318	General Procurement Standards
	7 C.F.R. § 210.21	Procurement
	7 C.F.R. § 220.16	Procurement Standards
	7 C.F.R. § 225.17	Procurement Standards
	MCA § 20-9-204	Conflicts of interest, letting contracts, and calling for bids

Cross References:	Board Policy 5223
	Board Policy 5255
	Board Policy 5700
	Board Policy 7310
	Board Policy 7322
	Board Policy 7530

Policy History:

Adopted on: 7/29/19

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1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8301

4
5 District Safety

6
7 The Board recognizes that safety and health standards should be incorporated into all aspects of
8 the operation of the District. Rules for safety and prevention of accidents will be posted in
9 compliance with Montana Safety Culture Act and the Montana Occupational Safety and Health
10 Act. Injuries and accidents will be reported to the District office.

11
12 The building principal will develop a plan of fire, civil defense, tornado, and earthquake
13 warning, protection, and evacuation. This plan and procedures will be discussed and distributed
14 to each teacher at the beginning of each school year. There will be at least eight (8) disaster
15 drills a year. All teachers will discuss disaster drill procedures with their class at the beginning of
16 each year and will have them posted in a conspicuous place next to the exit door. A record will
17 be kept of all fire drills. The drills will be held at different hours of the day or evening to avoid
18 distinction between drills and actual disasters. The Superintendent will develop safety and health
19 standards that comply with the Montana Safety Culture Act.

20
21 ***Safety or Emergency Plans***

22 The Board shall review the school safety or emergency operations plan at least annually and
23 update the plan as determined necessary by the trustees based on changing circumstances
24 pertaining to school safety. Once the Board has made the annual certification to OPI, it may
25 transfer funds pursuant to Section 20-1-401, MCA to make improvements to school safety and
26 security.

27
28 The school safety plan or emergency operations plan must include threat assessment practices
29 regarding the following:

- 30
31 1. The adoption of a threat assessment protocol, outlining policies and procedures for
32 implementation when there is notification of a student threat of harm to others or
33 property; and
34 2. An identified threat assessment team, composed of key staff, that meets at least monthly
35 and may include behavioral threat assessment addressing students in need of academic
36 and behavioral supports or interventions.

37
38 ***School Closure***

39 The Superintendent is authorized to close the schools in the event of hazardous weather or other
40 emergencies that threaten the safety of students, staff members, or school property. Specific
41 procedures for school closures may be found in the District's Safety Plan or Emergency
42 Operations Plan. The Board shall periodically review the District's Safety Plan or Emergency
43 Operations Plan and shall update the plan as necessary based upon changing circumstances
44 regarding school safety.

45
46 ***Hazardous and Infectious Materials***

1 The Superintendent shall take all reasonable measures to protect the safety of District personnel,
2 students, and visitors on District premises from risks associated with hazardous materials,
3 including pesticides, and infectious materials. Specific procedures for handling hazardous or
4 infectious materials may be found in the District's Safety Plan.

5
6 ***Safety Measures***

7 The Superintendent is authorized to adopt reasonable safety measures to protect the safety of
8 District personnel, students, and visitors on District premises and during school-related activities.
9 Reasonable safety measures include adoption of cleaning/sanitization plans, use of physical
10 safeguards/barriers, and required use of personal protective equipment (*e.g.*, face masks).
11 Exceptions to any requirements adopted by the Superintendent may be granted as required by
12 law and on a case-by-case basis.

13
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15
16 Legal References: § 20-1-401, MCA Disaster drills (*revised by Senate Bill 213*)
17 § 20-1-402, MCA Number of disaster drills required –
18 time of drills to vary
19 § 20-1-801, *et seq.*, MCA Emergency School Closure
20 §§ 39-71-1501, MCA Montana Safety Culture Act
21 § 50-71-111, *et. seq.*, MCA Montana Occupational Health and Safety
22 Act
23

24 Policy History:

25 Adopted on: 9/14/05

26 Reviewed on: 3/10/09, 7/29/19

27 Revised on: 06/11/13, 08/11/15, 7/18/2023

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8320

4
5 Property Damage

6
7 The District will maintain a comprehensive insurance program which will provide adequate
8 coverage, as determined by the Board, in the event of loss or damage to school buildings and/or
9 equipment, including motor vehicles. The comprehensive insurance program will maximize the
10 District's protection and coverage while minimizing costs for insurance. This program may
11 include alternatives for sharing the risk between the District and an insurance carrier and through
12 self-insurance plans.

13
14 Privately Owned Property

15
16 The District will not assume responsibility for maintenance, repair, or replacement of any
17 privately owned property brought to a school or to a District function, unless the use or presence
18 of such property has been specifically requested in writing by the administration.

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21
22 Legal Reference: § 20-6-608, MCA Authority and duty of trustees to insure district
23 property

24
25 Policy History:

26 Adopted on: 3/10/09

27 Reviewed on: 7/29/19

28 Revised on:

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1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8410

4
5 Operation and Maintenance of District Facilities

6
7 The District seeks to maintain and operate facilities in a safe and healthful condition. The
8 facilities manager, in cooperation with principals, fire chief, and county sanitarian, will
9 periodically inspect plant and facilities. The facilities manager will develop a program to
10 maintain the District physical plant by way of a continuous program of repair, maintenance, and
11 reconditioning. Budget recommendations will be made each year to meet these needs and any
12 such needs arising from an emergency.

13
14 The facilities manager will formulate and implement energy conservation measures. Principals
15 and staff are encouraged to exercise other cost-saving procedures in order to conserve District
16 resources in their buildings.

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20 Legal Reference: 10.55.908, ARM School Facilities

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22 Policy History:

23 Adopted on: 3/10/09

24 Reviewed on: 7/29/19

25 Revised on:

NONINSTRUCTIONAL OPERATIONSWater Supply and Wastewater

In order to ensure an adequate and potable supply of water for school buildings and properties the District will either:

- a) Connect to a compliant water supply system; or
- b) Use a non-public system whose construction meets the standards published by DPHHS. This would be in the case where the school is not used by more than 25 people daily at least 60 days out of the calendar year and where a public water supply system is not accessible.
 - When using a non-public system, the District will submit a water sample at least quarterly to a DPHHS licensed laboratory to perform microbiological analysis of the water supplied in order to determine that the water does not exceed the maximum microbiological contaminant levels acceptable to DPHHS.

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

The District will replace or repair the water supply system serving it whenever the water supply:

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

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

Flushing and Testing

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

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

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

Wastewater

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

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

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

Legal References:	37.111.832, ARM	Water Supply System
	ARM Title 17, chapter 38, subchapter 1	
	17.38.207, ARM	Maximum Microbiological Containment Levels
	DEQ Circular FCS 1-2016	
	DEQ Circular 4	
	10.55.701(s), ARM	Board of Trustees
	10.55.701(1), ARM	Board of Trustees
	10.55.701(q), ARM	Board of Trustees

Cross References:

Policy History:

Adopted on: September 14, 2021

Revised on:

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8420

4
5 District-Wide Asbestos Program

6
7 It is the intent of the District that the Asbestos Hazard Emergency Response Act (AHERA) and
8 all of its amendments and changes be complied with by all District employees, vendors, and
9 contractors.

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12
13 Legal Reference: 15 USC § 2641 Congressional findings and purpose

14
15 Policy History:

16 Adopted on: 12/10/03

17 Reviewed on: 3/10/09, 7/29/19

18 Revised on:

NONINSTRUCTIONAL OPERATIONS

8430

page 1 of 2

Records Management

The District will retain, in a manner consistent with applicable law and the state's *Rules for Disposition of Local Government Records*, such records as are required by law or regulations to be created and/or maintained, and such other records as are related to students, school personnel, and the operations of the schools.

For the purpose of this policy, "records" are all documentary materials, regardless of media or characteristics, made or received and maintained by the school unit in transaction of its business. Records include email and other digital communications sent and received.

Records may be created, received, and stored in multiple formats, including but not limited to print, microfiche, audio and videotapes, and various digital forms (on hard drives, computer disks and CDs, servers, flash drives, etc.).

The Superintendent will be responsible for developing and implementing a records management program for the cataloging, maintenance, storage, retrieval, and disposition of school records. The Superintendent will also be responsible for developing guidelines to assist school employees in understanding the kinds of information that must be saved and those which can be disposed of or deleted. The Superintendent may delegate records-management responsibilities to other school personnel at his/her discretion to facilitate implementation of this policy.

Litigation Holds for Electronic Stored Information (ESI)

The school district will have an ESI Team. The ESI Team is a designated group of individuals who implement and monitor litigation holds, a directive not to destroy ESI that might be relevant to a pending or imminent legal proceeding. The ESI Team will include a designated school administrator, an attorney, and a member from the Technology Department. In the case of a litigation hold, the ESI Team shall direct employees and the Technology Department, as necessary, to suspend the normal retention procedure for all related records.

Inspections of ESI

Any requests for ESI records should be made in writing and will be reviewed by the Superintendent or designee, in consultation with an attorney if needed, and released in accordance with Montana public records law.

Delegated Authority

The Board delegates to the Superintendent or designees the right to implement and enforce additional procedures or directives relating to ESI retention consistent with this policy, as needed.

Cross Reference: 1402 School Board Use of Electronic Mail
 3600, 3600P Student Records
 5231, 5231P Personnel Records
 5450 Employee Electronic Mail

Legal Reference: Montana Secretary of State (Rules for Disposition of Local
 Government Records)
 Federal Rules of Civil Procedure (FRCP)
 § 2-6-403, MCA Duties and responsibilities
 § 20-1-212, MCA Destruction of records by school officer
 § 20-7-101(2), MCA Standards of accreditation
 § 20-9-215, MCA Destruction of certain financial records
 24.9.805 (4), ARM Employment Records

Policy History:

Adopted on:

Reviewed on: 7/29/19

Revised on:

1 **Arlee Public Schools**

2
3 **NONINSTRUCTIONAL OPERATIONS**

8440

4
5 Computer Software

6
7 Unauthorized copying of any computer software licensed or protected by copyright is theft.
8 Failure to observe software copyrights and/or license agreements may result in disciplinary
9 action by the District and/or legal action by a copyright owner.

10
11 No District-owned computing resources should be used for unauthorized commercial purposes.
12
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14

15 Policy History:

16 Adopted on: 3/10/09

17 Reviewed on: 7/29/19

18 Revised on:

4
5 Automated External Defibrillators (AED)

6
7 The Board of Trustees of the Arlee School District recognizes that from time to time
8 emergencies may arise that justify the use of an Automated External Defibrillator (AED). The
9 Board has purchased one or more of these units for use by qualified personnel. The Board of
10 Trustees approves the use of AED units, subject to the following conditions:

- 11
12 1. Establish a program for the use of an AED that includes a written plan that must specify:
- 13 • Where the AED will be placed;
 - 14 • The individuals who are authorized to operate the AED;
 - 15 • How AED use will be coordinated with an emergency medical service providing
 - 16 services in the area where the AED is located;
 - 17 • The medical supervision that will be provided;
 - 18 • The maintenance that will be performed on the AED;
 - 19 • Records that will be kept by the program;
 - 20 • Reports that will be made of AED use;
 - 21 • The name, location, and telephone number of a Medical Supervisor designated to
 - 22 provide medical supervision of the AED program; and
 - 23 • Other matters as specified by the Department of Public Health and Human
 - 24 Services;
- 25 2. Adhere to the written plan required by subsection (1);
- 26 3. Ensure that before using the AED, an individual authorized to operate the AED receives
- 27 appropriate training approved by the DPHHS in cardiopulmonary resuscitation and the
- 28 proper use of an AED;
- 29 4. Maintain, test, and operate the AED according to the manufacturer's guidelines and
- 30 maintain written records of all maintenance and testing performed on the AED;
- 31 5. Ensure that the physician or other individual designated by the physician to supervise the
- 32 AED program supervises the AED program to ensure compliance with the written plan,
- 33 this part, and rules adopted by the District and reviews each case in which the AED is
- 34 used;
- 35 6. Each time an AED is used for an individual in cardiac arrest, require that an emergency
- 36 medical service is summoned to provide assistance as soon as possible and that the AED
- 37 use is reported to the supervising physician or the person designated by the physician and
- 38 to the District as required by the written plan;
- 39 7. Before allowing any use of an AED, provide the following to all licensed emergency
- 40 services and any public safety answering point or emergency dispatch center providing
- 41 services to the area where the AED is located:
- 42 a. A copy of the plan prepared pursuant to this section; and
 - 43 b. Written notice, in a format prescribed by the DPHHS rules, stating:
 - 44 i. That an AED program has been established by the District;
 - 45 ii. Where the AED is located; and
- 46

- iii. How the use of the AED is to be coordinated with the local emergency medical service system.

Liability Limitations

An individual who provides emergency care or treatment by using an AED in compliance with this policy and an individual providing cardiopulmonary resuscitation to an individual upon whom an AED is or may be used are immune from civil liability for a personal injury that results from that care or treatment.

An individual who provides emergency care or treatment by using an AED in compliance with this policy and an individual providing cardiopulmonary resuscitation to an individual upon whom an AED is or may be used are immune from civil liability as a result of any act or failure to act in providing or arranging further medical treatment for the individual upon whom the AED was used, unless the individual using the AED or the person providing CPR, as applicable, acts with gross negligence or with willful or wanton disregard for the care of the person upon whom the AED is or may be used.

The following individuals or entities are immune from civil liability for any personal injury that results from an act or omission that does not amount to willful or wanton misconduct or gross negligence, if applicable provisions of this part have been met by the individual or entity:

- a. A person providing medical oversight of the AED program, as designated in the plan;
- b. The entity responsible for the AED program, as designated in the plan;
- c. An individual providing training to others on the use of an AED.

Legal Reference:	Title 37, Chapter 104, subchapter 6, ARM – Automated External Defibrillators (AED)
	§50-6-501, MCA Definitions
	§50-6-502, MCA AED program – requirements for AED use
	§50-6-503, MCA Rulemaking
	§50-6-505, MCA Liability limitations

Policy History:

Adopted on: 9/9/2010
Reviewed on: 7/29/19
Revised on:

4
5 Contracts with Third Parties Affecting Student Records

6
7 The Board recognizes the value of digital educational software and services with respect to
8 management of student records as well as providing educational resources. The District also
9 recognizes the necessity of ensuring that student information is protected and not used for
10 commercial marketing purposes.

11
12 The Board may enter into a contract with a third party provider of digital educational software or
13 services:

- 14
15 - For the digital storage, management, and retrieval of student records (including through
16 cloud-based services); or
17 - Authorizes a third-party digital software provider to access, store, and use student records in
18 accordance with the provisions any such resulting contract.

19
20 “Student records” include the student record maintained by the District in accordance with the
21 Family Educational Rights and Privacy Act (“FERPA”) and board policy and any information
22 acquired directly from the student through the use of instructional software or applications
23 assigned to the student by a teacher or other District employee.

24
25 District personnel may utilize digital educational software or services in accordance with this
26 policy. Personnel are not authorized to use third party digital educational software or services
27 for which the District has not entered into a contract pursuant to this policy.

28
29 All contracts entered into by the Board under this policy shall provide for the following at a
30 minimum:

- 31
32 1. All student records are and continue to be the property and under the control of the District;
33 2. A description of the means by which students may retain possession and control of their own
34 student-generated content if applicable, including the options through which a student may
35 transfer his or her own generated content to a personal account;
36 3. The third party is prohibited from using any information from a student record for any
37 purpose other than what is specifically authorized by the contract;
38 4. A description of the procedures through which a parent/guardian or adult student may review
39 personally identifiable information in the student’s record and correct erroneous information;
40 5. A description of the actions the third party shall take to ensure the security and confidentiality
41 of student records, including the designation and training of responsible individuals;
42 6. A description of the procedures for notifying the parent/guardian or adult student in the event
43 of an unauthorized disclosure of the student’s records;
44 7. Certification and a description of how certification will be verified that the third party shall
45 not retain or access the student records upon completion of the terms of the contract;

8. A description of how the District and third party will jointly ensure compliance with FERPA; and

9. The third party is prohibited against using personally identifiable information in student records to engage in targeted advertising.

The District may impose other restrictions, conditions or provisions in any contract subject to this policy. Nothing herein shall, by itself, absolve a third party of liability in the event of an unauthorized disclosure of student records.

Any contract failing to comply with these requirements and remains noncompliant after notice and an opportunity to cure defects shall be void.

Legal References:	20 U.S.C. § 1232g	Family Educational Rights and Privacy Act
	House Bill 745	Montana Pupil Online Personal Information Protection Act

Cross References: Board Policy 3600

Policy History:

Adopted on: 7/29/19

Revised on: