

1 **Cascade School District**

2  
3 **THE BOARD OF TRUSTEES**

1112

4  
5 Resignation

6  
7 The resignation of a trustee **of the District** ~~must be submitted in writing to the Clerk~~ **must be in**  
8 **writing, must stipulate an effective date, and must be submitted to the Clerk of the District.**  
9 ~~A resignation is effective seventy-two (72) hours after its submission unless withdrawn during~~  
10 ~~that period by the trustee through written notification of withdrawal made to the Clerk.~~

11  
12  
13 [Trustees retiring from the Board may be recognized for their service to the District by  
14 presentation of a service plaque or other appropriate activities.]

15  
16  
17 Legal Reference:      § 2-16-502, MCA      Resignations  
18                              § 20-3-308, MCA      Vacancy of trustee position

19  
20 Policy History:  
21 Adopted on:  
22 Reviewed on:  
23 Revised on:

1 **Cascade School District**

2  
3 **THE BOARD OF TRUSTEES**

1113

4  
5 Vacancies

6  
7 A trustee position becomes vacant before the expiration of a term, when any of the following  
8 occurs:

- 9
- 10 1. Death of the trustee;
- 11 2. ~~Resignation, in writing~~ **The effective date stipulated in the written resignation of the**  
12 **trustee** filed with the Clerk;
- 13 3. Trustee moves out of the nominating district, establishing residence elsewhere;
- 14 4. Trustee is no longer a registered elector of the District under the provisions of § 20-20-  
15 301, MCA;
- 16 5. Trustee is absent from the District for sixty (60) consecutive days;
- 17 6. Trustee fails to attend three (3) consecutive meetings of the trustees without good excuse;
- 18 7. Trustee has been removed under the provisions of § 20-3-310, MCA; or
- 19 8. Trustee ceases to have the capacity to hold office under any other provision of law.
- 20 9. A trustee position also shall be vacant when an elected candidate fails to qualify.

21  
22 When a trustee vacancy occurs, the remaining trustees shall declare such position vacant and fill  
23 such vacancy by appointment. The Board will receive applications from any qualified persons  
24 seeking to fill the position after suitable public notice. The Board will appoint one (1) candidate  
25 to fill the position.

26  
27 Should the Board fail to fill a vacancy within sixty (60) days from the creation of a vacancy, the  
28 county superintendent shall appoint, in writing, a competent person to fill such vacancy. An  
29 appointee shall qualify by completing and filing an oath of office with the county superintendent  
30 within fifteen (15) days after receiving notice of the appointment and shall serve until the next  
31 regularly scheduled school election and a successor has qualified.

32  
33  
34  
35 Cross Reference: 1240 Duties of Individual Trustees  
36 1112 Resignations

37  
38 Legal References: **§ 2-16-501(3), MCA Vacancies created**  
39 § 20-3-308, MCA Vacancy of trustee position  
40 § 20-3-309, MCA Filling vacated trustee position – appointee  
41 qualification and term of office

42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

4  
5 Abstentions From Voting

6  
7 Section 20-3-323(2), MCA, requires the minutes of each Board meeting to include the voting records of  
8 each trustee present. As a general rule trustees should vote on all issues, unless casting a vote would be a  
9 violation of law. Under Montana law, instances in which it would be unlawful or inappropriate for a  
10 trustee to cast a vote on a particular issue include but are not necessarily limited to **situations when the**  
11 **Board is considering hiring the relative of a trustee.**

- 12
- 13 ~~1. When casting a vote would directly and substantially affect, to its economic benefit, a~~
- 14 ~~business or other undertaking in which the trustee either has a substantial financial interest~~
- 15 ~~or in which the trustee is engaged as counsel, consultant, representative, or agent;~~
- 16
- 17 ~~2. When casting a vote would directly and substantially affect a business or other undertaking~~
- 18 ~~to its economic detriment, where a trustee has a substantial personal interest in a competing~~
- 19 ~~firm or undertaking;~~
- 20
- 21 ~~3. When casting a vote would cause a trustee to have a pecuniary interest, either directly or~~
- 22 ~~indirectly, in a contract made by the trustee (while acting in the trustee's official capacity)~~
- 23 ~~or by the Board; and~~
- 24
- 25 ~~4. When casting a vote would put the trustee in the position of an agent or solicitor in the sale~~
- 26 ~~or supply of goods or services to the District.~~
- 27

28 In addition, a trustee shall be allowed to abstain from voting to avoid the appearance of impropriety or the  
29 appearance of a perceived conflict. If a trustee abstains from voting, the abstention should be recorded in  
30 the minutes and may include an explanation of the reasons for the abstention. The Board discourages  
31 abstentions, unless the reasons are substantiated as provided herein.

32		
33		
34		
35	Legal References:	§ 2-2-105, MCA Ethical requirements for public officers and public
36		employees
37		§ 2-2-121, MCA Rules of conduct for public officers and public
38		employees
39		§ 2-2-302, MCA Appointment of relative to office of trust or emolument
40		unlawful – exceptions – publication of notice
41		§ 20-1-201, MCA School officers not to act as agents
42		§ 20-3-323, MCA District policy and record of acts
43		§ 20-9-204, MCA Conflicts of interests, letting contracts, and calling for
44		bids
45		

46 Policy History:  
47 Adopted on:  
48 Reviewed on:  
49 Revised on:

4  
5 Conflict of Interest

6  
7 A trustee may not:

- 8
- 9 1. Engage in a substantial financial transaction for the trustee’s private business purpose,  
10 with a person whom the trustee inspects or supervises in the course of official duties.  
11
  - 12 2. Perform an official act directly and substantially affecting, to its economic benefit, a  
13 business or other undertaking in which the trustee either has a substantial financial  
14 interest or is engaged as counsel, consultant, representative, or agent.  
15
  - 16 3. Act as an agent or solicitor in the sale or supply of goods or services to a district.  
17
  - 18 4. Have a pecuniary interest, directly or indirectly, in any contract made by the Board, when  
19 the trustee has more than a ten percent (10%) interest in the corporation. A contract does  
20 not include: 1) merchandise sold to the highest bidder at public auctions; 2) investments  
21 or deposits in financial institutions that are in the business of loaning or receiving money,  
22 when such investments or deposits are made on a rotating or ratable basis among  
23 financial institutions in the community or when there is only one (1) financial institution  
24 in the community; or 3) contracts for professional services other than salaried services or  
25 for maintenance or repair services or supplies when the services or supplies are not  
26 reasonably available from other sources, if the interest of any Board member and a  
27 determination of such lack of availability are entered in the minutes of the Board meeting  
28 at which the contract is considered.  
29
  - 30 5. Be employed in any capacity by the District, with the exception of officiating at athletic  
31 competitions under the auspices of the Montana Officials Association.  
32
  - 33 **6. Perform an official act directly and substantially affecting a business or other**  
34 **undertaking to its economic detriment when the officer or employee has a**  
35 **substantial personal interest in a competing firm or undertaking.**  
36
  - 37 **7. Perform an official act directly and substantially affecting to its economic benefit a**  
38 **business or other undertaking in which the officer or employee either has a**  
39 **substantial financial interest or is engaged as counsel, consultant, representative, or**  
40 **agent.**  
41
  - 42 8. Appoint to a position of trust or emolument any person related or connected by  
43 consanguinity within the fourth (4<sup>th</sup>) degree or by affinity within the second (2<sup>nd</sup>) degree.  
44
  - 45 a. This prohibition does not apply to the issuance of an employment contract to a  
46 person as a substitute teacher who is not employed as a substitute teacher for more

1  
2  
3  
4  
5 than thirty (30) consecutive school days.

6 b. This prohibition does not apply to the renewal of an employment contract of a  
7 person related to a Board member, who was initially hired before the Board  
8 member assumed the trustee position.

9 c. This prohibition does not apply if trustees comply with the following  
10 requirements: 1) **All trustees**, except the trustee related to the person to be  
11 employed or appointed, vote to employ the related person; 2) the trustee related to  
12 the person to be employed abstains from voting; and 3) the trustees give fifteen  
13 (15) days written notice of the time and place of their intended action in a  
14 newspaper of general circulation in the county where the school is located.  
15  
16

17  
18 Policy History:

19 Adopted on:

20 Reviewed on:

21 Revised on:

5 Uniform Complaint Procedure

6  
7 The Board establishes this Uniform Complaint Procedure as a means to address complaints  
8 arising within the District. This Uniform Complaint Procedure is intended to be used for all  
9 complaints except those governed by **a specific process in state or federal law that supersedes**  
10 **this process or collective bargaining agreement. Matters covered by a collective bargaining**  
11 **agreement will be reviewed in accordance with the terms of the applicable agreement.**  
12

13 The District requests all individuals to use this complaint procedure, when the individual  
14 believes the Board or its employees or agents have violated the individual’s rights under: ~~(1)~~  
15 ~~Montana constitutional, statutory, or administrative law;~~ ~~(2) United States constitutional,~~  
16 ~~statutory, or regulatory law;~~ ~~or (3) state or federal law or~~ Board policy.  
17

18 The District will endeavor to respond to and resolve complaints without resorting to this formal  
19 complaint procedure and, when a complaint is filed, to address the complaint promptly and  
20 equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder  
21 will not be impaired by a person’s pursuit of other remedies. Use of this complaint procedure is  
22 not a prerequisite to pursue other remedies and use of this complaint procedure does not extend  
23 any filing deadline related to pursuit of other remedies.  
24

25 **Deadlines requiring District action in this procedure may be extended for reasons related**  
26 **but not limited to the District’s retention of legal counsel and District investigatory**  
27 **procedures.**  
28

29 ~~The Superintendent has the authority to contract with an independent investigator at any~~  
30 ~~time during the complaint procedure process. Within fifteen (15) calendar days of the~~  
31 ~~Superintendent’s receipt of the independent investigator’s report and recommendation, the~~  
32 ~~Superintendent will respond to the complaint and take such administrative steps as the~~  
33 ~~Superintendent deems appropriate and necessary.~~  
34

35 Level 1: Informal

36  
37 An individual with a complaint is first encouraged to discuss it with the appropriate ~~teacher,~~  
38 ~~counselor,~~ **employee** or building administrator, with the objective of resolving the matter  
39 promptly and informally. An exception is that a complaint of sexual harassment should be  
40 discussed directly with an administrator not involved in the alleged harassment.  
41

42 Level 2: Building Administrator

43  
44 When a complaint has not been or cannot be resolved at Level 1, an individual may file a signed  
45 and dated written complaint stating: (1) the nature of the complaint; (2) a description of the event  
46 or incident giving rise to the complaint, including any school personnel involved; and (3) the

1  
2  
3  
4  
5 remedy or resolution requested. The written complaint must be filed within thirty (30) calendar  
6 days of the event or incident or from the date an individual could reasonably become aware of  
7 such event or incident. **The applicability of the deadline is subject to review by the**  
8 **Superintendent to ensure the intent of this uniform complaint procedure is honored.**  
9

10 When a complaint alleges violation of Board policy or procedure, the building administrator will  
11 investigate and attempt to resolve the complaint. The administrator will respond in writing to the  
12 complaint, within thirty (30) calendar days of the administrator's receipt of the complaint.  
13

14 If ~~either the complainant or the person against whom the complaint is filed is dissatisfied~~ has  
15 **reason to believe the administrator's decision was made in error, with the administrator's**  
16 **decision, the complainant** may request, in writing, that the Superintendent review the  
17 administrator's decision. (See Level 3.) This request must be submitted to the Superintendent  
18 within fifteen (15) calendar days of the administrator's decision.  
19

20 When a complaint alleges sexual harassment or a violation of Title IX of the Education  
21 Amendments of 1972 (the Civil Rights Act), Title II of the Americans with Disabilities Act of  
22 1990, or Section 504 of the Rehabilitation Act of 1973, the building administrator may turn the  
23 complaint over to a District nondiscrimination coordinator. The coordinator will complete an  
24 investigation and file a report and recommendation with the Superintendent. ~~A coordinator~~  
25 ~~may hire, with the approval of the Superintendent, an independent investigator to conduct~~  
26 ~~the investigation. Within fifteen (15) calendar days of the Superintendent's receipt of the~~  
27 ~~coordinator's or independent investigator's report and recommendation, the~~  
28 ~~Superintendent will respond to the complaint and take such administrative steps as the~~  
29 ~~Superintendent deems appropriate and necessary.~~ If ~~either the complainant or the person~~  
30 ~~against whom the complaint is filed is dissatisfied with the Superintendent's decision,~~ either  
31 **has reason to believe the Superintendent's decision was made in error, the complainant**  
32 may request, in writing, that the Board consider an appeal of the Superintendent's decision. (See  
33 Level 4.) This request must be submitted in writing to the Superintendent, within fifteen (15)  
34 calendar days of the Superintendent's written response to the complaint, for transmission to the  
35 Board.  
36

### 37 Level 3: Superintendent

38  
39 If ~~either the complainant or the person against whom the complaint is filed~~ appeals the  
40 administrator's decision provided for in Level 2, the Superintendent will review the complaint  
41 and the administrator's decision. The Superintendent will respond in writing to the appeal, within  
42 thirty (30) calendar days of the Superintendent's receipt of the written appeal. In responding to  
43 the appeal, the Superintendent may: (1) meet with the parties involved in the complaint; (2)  
44 conduct a separate or supplementary investigation; (3) engage an outside investigator or other  
45 District employees to assist with the appeal; and/or (4) take other steps appropriate or helpful in  
46 resolving the complaint.

1  
2  
3  
4  
5 If ~~either~~ the complainant ~~or the person against whom the complaint is filed is dissatisfied~~ has  
6 **reason to believe the Superintendent's decision was made in error, with the**  
7 **Superintendent's decision, the complainant** may request, in writing, that the Board consider an  
8 appeal of the Superintendent's decision. (See Level 4.) This request must be submitted in  
9 writing to the Superintendent, within fifteen (15) calendar days of the Superintendent's written  
10 response to the complaint, for transmission to the Board.

11  
12 Level 4: The Board

13  
14 **Upon written appeal of a complaint alleging a violation the individual's rights under state**  
15 **or federal law or Board policy upon which the Board of Trustees has authority to remedy,**  
16 the Board **may** consider the Superintendent's decision in Level 2 or 3. Upon receipt of written  
17 request for appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special  
18 Board meeting, (2) appoint an appeals panel of not less than three trustees to hear the appeal and  
19 make a recommendation to the Board, **or (3) respond to the complaint with an explanation of**  
20 **why the appeal will not be heard by the Board of Trustees in accordance with this policy.**  
21 If the Chair appoints a panel to consider the appeal, the panel will meet to consider the appeal  
22 and then make written recommendation to the full Board. The Board will report its decision on  
23 the appeal, in writing, to all parties, within thirty (30) calendar days of the Board meeting at  
24 which the Board considered the appeal or the recommendation of the panel. A decision of the  
25 Board is final, unless it is appealed pursuant to Montana law within the period provided by law.

26  
27 Level 5: County Superintendent

28  
29 ~~When a matter falls within the jurisdiction of a county superintendent of schools, the~~  
30 ~~decision of the Board may be appealed to the county superintendent by filing written~~  
31 ~~appeal within thirty (30) calendar days of the Board's decision, pursuant to Montana law.~~

32  
33  
34 Legal Reference: Title IX of the Education Amendments of 1972 (Civil Rights Act)  
35 Title II of the Americans with Disabilities Act of 1990  
36 § 504 of the Rehabilitation Act of 1973

37  
38 Policy History:

39 Adopted on:  
40 Reviewed on:  
41 Revised on:



2  
3 INSTRUCTION

4  
5 School Year Calendar and Day

6  
7 School Calendar

8  
9 Subject to §§ 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement  
10 covering the employment of affected employees, the trustees of a school district shall set the  
11 number of hours in a school term, the length of the school day, and the number of school days in  
12 a school week. When proposing to adopt changes to a previously adopted school term, school  
13 week, or school day, the trustees shall: (a) negotiate the changes with the recognized collective  
14 bargaining unit representing the employees affected by the changes; (b) solicit input from the  
15 employees affected by the changes but not represented by a collective bargaining agreement; (c)  
16 and from the people who live within the boundaries of the school district.

17  
18 Commemorative Holidays

19  
20 Teachers and students will devote a portion of the day on each commemorative holiday  
21 designated in § 20-1-306, MCA, to study and honor the commemorated person or occasion. The  
22 Board may from time to time designate a regular school day as a commemorative holiday.

23  
24 Saturday School

25  
26 Pupil instruction may be held on a Saturday at the discretion of a school district for the purpose  
27 of providing additional pupil instruction, provided that: (a) Saturday school is not a pupil-  
28 instruction day and does not count toward the minimum aggregate hours of pupil instruction; and  
29 (b) student attendance is voluntary.

30  
31 School Fiscal Year

32  
33 At least the minimum number of aggregate hours must be conducted during each school fiscal  
34 year. The minimum aggregate hours required by grade are:

- 35 (a) A minimum of 360 aggregate hours for a kindergarten program;
- 36 (b) 720 hours for grades 1 through 3;
- 37 (c) 1,080 hours for grades 4 through 12; and
- 38 (d) 1,050 hours may be sufficient for graduating seniors.

39  
40 **The minimum aggregate hours, described above, are not required for any pupil**  
41 **demonstrating proficiency pursuant to 20-9-311(4)(d), MCA.**

42  
43 In addition, seven (7) pupil instruction-related days may be scheduled for the following  
44 purposes:

- 45 1. Pre-school staff orientation for the purpose of organization of the school year;
- 46 2. Staff professional development programs (minimum of three (3) days);

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

- 3. Parent/teacher conferences; and
- 4. Post-school record and report (not to exceed one (1) day, or one-half (½) day at the end of each semester or quarter).

The Board of Trustees has established an advisory committee to develop, recommend, and evaluate the school district’s yearly professional development plan. Each year the Board of Trustees shall adopt a professional development plan for the subsequent school year based on the recommendation of the advisory committee.

Legal References:	§ 20-1-301, MCA	School fiscal year
	§ 20-1-302, MCA	School term, day and week
	§ 20-1-303, MCA	Conduct of School on Saturday or Sunday prohibited - exceptions
	§ 20-1-304, MCA	Pupil-instruction-related day
	§ 20-1-306, MCA	Commemorative exercises on certain days
	<b>§ 20-9-311, MCA</b>	<b><u>Calculation of Annual Number Belonging (ANB)</u></b>
	ARM 10.55.701	Board of Trustees
	ARM 10.65.101, 103	Pupil-Instruction-Related Days
	ARM 10.55.714	Professional Development
	ARM 10.55.906	High School Credit

Policy History:  
Adopted on:  
Reviewed on:  
Revised on:

2  
3 INSTRUCTION

4  
5 Title I Parent **and Family** Engagement

6  
7 *NOTE: Schools receiving federal ESEA funds are required to have a parent and family*  
8 *engagement policy. This sample policy can be used as the basis for the joint development of a*  
9 *policy, as required by the federal legislation. This policy cannot be the District’s policy without*  
10 *some parental involvement in its development at the local level.*

11  
12 The District endorses the parent and family engagement goals of Title I and encourages the  
13 regular participation of parents **and family members** (including parents **and families** of migrant  
14 students if applicable) of Title I eligible children in all aspects of the program **to establish the**  
15 **agency’s expectations and objectives for meaningful parent and family involvement.** The  
16 education of children is viewed as a cooperative effort among the parents, **family members,**  
17 school, and community. In this policy the word “parent” also includes guardians and other  
18 family members involved in supervising the child’s schools.

19  
20 Pursuant to federal law the District will develop jointly with, agree upon with, and distribute to  
21 parents of children participating in the Title I program a written parent **and family engagement**  
22 **policy. This may include meaningful consultation with employers, business leaders, and**  
23 **philanthropic organizations, or individuals with expertise in effectively engaging parents**  
24 **and family members in education.**

25  
26 At the required annual meeting of Title I parents **and family members** (including parents **and**  
27 **families** of migrant students if applicable), parents **and family members** will have opportunities  
28 to participate in the design, development, operation, and evaluation of the program for the next  
29 school year. Proposed activities to fulfill the requirements necessary to address the requirements  
30 of family engagement goals shall be presented.

31  
32 In addition to the required annual meeting, at least three (3) additional meetings shall be held at  
33 various times of the day and/or evening for parents **and family members** of children (including  
34 parents **and families** of migrant children if applicable) participating in the Title I program.  
35 These meetings shall be used to provide parents with:

- 36  
37 1. Information about programs provided under Title I;  
38  
39 2. A description and explanation of the curriculum in use, the forms of academic assessment  
40 used to measure student progress, and the proficiency levels students are expected to  
41 meet;  
42  
43 3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions  
44 relating to the education of their children; and  
45  
46

- 1  
2  
3  
4 4. The opportunity to bring parent comments, if they are dissatisfied with the school’s Title  
5 I program, to the District level.  
6

7 Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through  
8 payment of transportation and childcare costs.  
9

10 The parents **and family members** of children (including parents **and families** of migrant  
11 children if applicable) identified to participate in Title I programs shall receive from the school  
12 principal and Title I staff an explanation of the reasons supporting each child’s selection for the  
13 program, a set of objectives to be addressed, and a description of the services to be provided.  
14 Opportunities will be provided for the parents **and family members** to meet with the classroom  
15 and Title I teachers to discuss their child’s progress. Parents will also receive guidance as to how  
16 they can assist at home in the education of their children.  
17

18 Each school in the District receiving Title I funds shall develop jointly with parents and family  
19 members of children served in the program a “School-Parent Compact” outlining the manner in  
20 which parents, school staff, and students share the responsibility for improved student academic  
21 achievement in meeting state standards. The “School-Parent Compact” shall:  
22

- 23 1. Describe the school’s responsibility to provide high quality curriculum and instruction in  
24 a supportive and effective learning environment enabling children in the Title I program  
25 to meet the state’s academic achievement standards;  
26  
27 2. Indicate the ways in which each parent will be responsible for supporting their child’s  
28 learning, such as monitoring attendance, homework completion, and television watching;  
29 volunteering in the classroom; and participating, as appropriate, in decisions related to  
30 their child’s education and positive use of extracurricular time; and  
31  
32 3. Address the importance of parent-teacher communication on an ongoing basis with, at a  
33 minimum, parent-teacher conferences, frequent reports to parents, and reasonable access  
34 to staff.  
35

36 **The activities authorized under this policy may include establishing a parent advisory**  
37 **board comprised of a sufficient number and representative group of parents or family**  
38 **members served by the district to adequately represent the needs of the population served**  
39 **by the district for the purposes of developing, revising, and reviewing the parent and family**  
40 **engagement policy.**  
41

42 *NOTE: Districts with more than one (1) school participating in a Title I program may wish to*  
43 *consider the establishment of a district-wide parent advisory council.*  
44

45 Legal Reference: Title I of the Elementary and Secondary Education Act  
46 20 U.S.C. §§ 6301-6514

§ 1116 Every Student Succeeds Act

1  
2  
3  
4  
5  
6  
7

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Cascade School District**

2  
3 **INSTRUCTION**

2167

4  
5 Correspondence Courses

6  
7 The District will permit a student to enroll in an approved correspondence course from a school  
8 approved by the National University Extension Association **or the Distance Education**  
9 **Accrediting Commission**, in order that such student may include a greater variety of learning  
10 experiences within the student’s educational program.

11  
12 Credit for correspondence courses may be granted, provided the following requirements are met:

- 13
- 14 1. Prior permission has been granted by the principal;
- 15
- 16 2. The program fits the education plan submitted by the regularly enrolled student;
- 17
- 18 3. Credit is granted for the following approved schools:
- 19
- 20 a. Schools approved by the National University Extension Association or through
- 21 one of the schools approved by the **National Home Study Council Distance**
- 22 **Education Accrediting Commission**;
- 23
- 24 b. Community colleges, vocational-technical institutes, four-(4)-year colleges and
- 25 universities and state-approved private schools in the state of Montana; and
- 26
- 27 c. Other schools or institutions which are approved by the District after evaluation
- 28 for a particular course offering.
- 29

30 The District shall not be obligated to pay for a student’s correspondence courses.

31  
32 The District will accept up to two (2) credits of correspondence coursework. No correspondence  
33 courses are allowed that serve to supplant required coursework at Cascade High School.  
34 Correspondence coursework cannot be used to allow a student to graduate early from high  
35 school.

36  
37  
38 Cross Reference: 2410 and 2410P High School Graduation Requirements

39  
40 Legal Reference: § 20-7-116, MCA Supervised correspondence study  
41 ARM 10.55.906 High School Credit

42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

2  
3  
4 **INSTRUCTION**

5  
6 Distance, Online, and Technology-Delivered Learning

7  
8 For purposes of this policy, “distance learning” is defined as: instruction in which students and  
9 teachers are separated by time and/or location with synchronous or asynchronous content,  
10 instruction, and communication between student and teacher (e.g., correspondence courses,  
11 online learning, videoconferencing, streaming video).

12  
13 The District may receive and/or provide distance, online, and technology-delivered learning  
14 programs, provided the following requirements are met:

- 15  
16 1. The distance, online, and technology-delivered learning programs and/or courses shall  
17 meet the learner expectations adopted by the District and be aligned with state content  
18 and performance standards;  
19  
20 2. The District shall provide a report to the Superintendent of Public Instruction,  
21 documenting how it is meeting the needs of students under the accreditation standards,  
22 who are taking a majority of courses during each grading period via distance, online, and/  
23 or technology-delivered programs;  
24  
25 3. The District will provide qualified instructors and/or facilitators as described in ARM  
26 10.55.907(3)(a)(b)(c);  
27  
28 4. The District will ensure that the distance, online, and technology-delivered learning  
29 facilitators receive in-service training on technology-delivered instruction as described in  
30 ARM 10.55.907(3)(d); and  
31  
32 5. The District will comply with all other standards as described in ARM 10.55.907(4)(5)(a-  
33 e).

34  
35 The District will permit a student to enroll in an approved distance learning course, in order that  
36 such student may include a greater variety of learning experiences within the student’s  
37 educational program.

38  
39 Credit for distance learning courses may be granted, provided the following requirements are  
40 met:

- 41  
42 1. Prior permission has been granted by the principal;  
43  
44 2. The program fits the education plan submitted by the regularly enrolled student;  
45  
46 3. The course does not replace a required course offered by the District;

4. The course is needed as credit retrieval and cannot fit into the student's schedule; and
5. Credit is granted for schools and institutions approved by the District after evaluation for a particular course offering.

The District will not be obligated to pay for a student's distance learning courses.

**The minimum aggregate hours are not required for any pupil demonstrating proficiency pursuant to 20-9-311(4)(d), MCA.**

Cross Reference: 2410 and 2410P High School Graduation Requirements  
**2100 School Calendar and Year**

Legal Reference: **§ 20-9-311(4)(d), MCA** **Calculation of Average Number**  
**Belonging**  
ARM 10.55.602 Definitions  
ARM 10.55.705 Administrative Personnel; Assignment of School  
Administrators/Principals  
ARM 10.55.906 High School Credit  
ARM 10.55.907 Distance, Online, and Technology Delivered  
Learning

**Policy History:**

Adopted on:

Reviewed on:

Revised on:



1 **Cascade School District**

2  
3 **INSTRUCTION**

2600

4  
5 Work-Experience Program

6  
7 The Board recognizes that education should be making classroom experiences a meaningful  
8 process of learning about all practical aspects of life. The Board believes that the inclusion of  
9 career education in the basic curriculum will provide students with information about the many  
10 career opportunities available and will establish a relationship between what is taught in the  
11 classroom and the world of work.

12  
13 Students may submit a proposal for a tailored work-experience program that divides their time  
14 between instruction in school and specific learning at a job. Each proposed program will be  
15 planned by work-study coordinators and the employer (or employer groups) and shall be in  
16 accordance with state and federal laws and regulations governing employment of students under  
17 age 18. The work-experience coordinators will communicate with employers on a monthly basis  
18 and will visit work sites to determine if the placement is appropriate for student employment.

19  
20 The particular program designed for each student shall be set forth in a written protocol approved  
21 by the student, his or her parents or guardians, the work-experience coordinator and the  
22 employer. This shall stipulate the terms of employment and the provision for academic credit.

23  
24 The work-experience coordinator shall make such arrangements as necessary with employers for  
25 evaluating the student's on-the-job performance and for keeping records of job attendance.

26  
27 The employer or supervisor shall complete District volunteer agreement form and satisfy a  
28 name-based and fingerprint criminal background check in accordance with District Policy 5120.  
29 The employee and District shall also complete workers compensation insurance and general  
30 liability insurance requirements in accordance with the attached procedure in a manner consistent  
31 with the work experience opportunity provided to student.

32  
33 Legal reference: Title 41, Chapter 2, MCA  
34 Fair Labor Standards Act 29 U.S.C. 212 and 213, et seq.

35  
36 Policy History:

37 Adopted on:

38 Reviewed on:

39 Revised on:

1 **Cascade School District**

2  
3 **INSTRUCTION**

2600P

4  
5 Work-Experience Program - Insurance

6  
7 The School District work experience coordinator will work with School District administration  
8 to identify the appropriate insurance coverage for a student's tailored work-experience  
9 opportunity. A student will not commence a work-experience opportunity until the appropriate  
10 insurance option has been identified and implemented by all parties. The option selected will be  
11 noted as part of the student's work-experience plan.

12  
13 Option 1

14 Employer pays the student to work for them in a paid internship. Student learns from the  
15 employer like a newly hired employee and skill sets are acquired through doing actual work for  
16 the employer. Student may or may not earn school credit for work-experience. Employer is  
17 required to show proof of workers compensation coverage for the student via a copy of a current  
18 workers compensation policy. Medical costs and other related workers compensation claim  
19 expenses for accepted workers compensation claims due to injury to the student while working in  
20 the course and scope as part of the work-experience shall be covered by the employer's workers  
21 compensation coverage.

22  
23 Option 2

24 Employer does not pay the student. Student does not earn school credit for work-  
25 experience. Employer has a volunteer endorsement added to their workers compensation policy  
26 and pays that premium to their carrier. School District requires the employer to show proof of  
27 workers compensation coverage with the volunteer endorsement added via a copy of a current  
28 workers compensation policy. Medical costs and other related workers compensation claim  
29 expenses for accepted workers compensation claims due to injury to the student while working in  
30 the course and scope as part of the work-experience shall be covered by the employer's workers  
31 compensation coverage.

32  
33 Option 3

34 Employer does not pay student. Student earns school credit for work-experience opportunity.  
35 School district adds a school to work endorsement onto the school workers' compensation  
36 policy. School District pays the workers compensation premium costs for the endorsement and  
37 other required insurance coverage. Parent liability risk waiver forms should be signed in advance  
38 to recognize the inherent risks present with this learning opportunity and to clearly state the  
39 student has personal medical insurance coverage in place. Medical costs and other related  
40 workers compensation claim expenses for accepted workers compensation claims due to injury  
41 to the student while working in the course and scope as part of the work-experience shall be  
42 covered by the School District's workers compensation coverage.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

Option 4

School District provides a work-based learning opportunity off school grounds. Opportunity takes place during school period hours, awards school credit hours toward graduation requirements, and is led by a teacher of the school district and/or co-taught by a trade person or general contractor. No workers compensation coverage being provided. School District is responsible for general liability coverage for the students and parent liability risk waiver forms should be signed in advance to recognize the inherent risks present with this learning opportunity and to clearly state the student has personal medical insurance coverage in place.

Policy History:

Adopted on:  
Reviewed on:  
Revised on:

1 **Cascade School District**

2  
3 **STUDENTS**

4  
5 Entrance, Placement, and Transfer

6  
7 Entrance, Date, and Age

8  
9 The trustees will enroll a child in kindergarten or in first grade whose fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>)  
10 birthday occurs on or before the tenth (10<sup>th</sup>) day of September of the school year in which the  
11 child is to enroll but is not yet 19 years of age. Parents may request a waiver of the age  
12 requirement. All waivers are granted in the sole discretion of the District. A child who meets  
13 the requirement of being six (6) years old, but who has not completed a kindergarten program,  
14 will be tested and placed at the discretion of the administration. The District requires proof of  
15 identity and an immunization record for every child to be admitted to District schools. The  
16 trustees may at their discretion assign and admit a child to a school in the district who is under 6  
17 years of age or an adult who is 19 years of age or older if there are exceptional circumstances  
18 that merit waiving the age provision.

19  
20 School Entrance

- 21  
22 1. The District requires that a student’s parents, legal guardian, or legal custodian present  
23 proof of identity of the child<sup>1</sup> to the school within forty (40) days of enrollment, as well  
24 as proof of residence in the District. Students who are not residents of the District may  
25 apply for admission pursuant to Policy 3141.  
26  
27 2. To be admitted to District schools, in accordance with the Montana Immunization Law, a  
28 child must have been immunized against varicella, diphtheria, pertussis, tetanus,  
29 poliomyelitis, rubella, mumps, and measles in the manner and with immunizing agents  
30 approved by the department. Immunizations may not be required if a child qualifies for  
31 conditional attendance or an exemption is filed as provided by Montana law.  
32  
33 3. The above requirements are not to serve as barriers to immediate enrollment of students  
34 designated as homeless or foster children as required by the Every Student Succeeds Act  
35 (ESSA) and the McKinney-Vento Act as amended by ESSA. The District shall work  
36 with the local child welfare agency, the school last attended, or other relevant agencies to  
37 obtain necessary enrollment documentation **and ensure a student receives education**  
38 **services in the best interests of the child. The Superintendent or designee shall serve**  
39 **as point of contact with all applicable agencies to review records, facilitate services**  
40 **and resolve disputes.**

41  
42 Placement

43  
44 The District goal is to place students at levels and in settings that will increase the probability of  
45 student success. Developmental testing, together with other relevant criteria, including but not  
46 limited to health, maturity, emotional stability, and developmental disabilities, may be

1 For the purposes of this section “proof of identity” means a certified copy of a birth certificate, a certified transcript or similar student records from the previous school, or any documentary evidence that a school district considers to be satisfactory proof of identity. 44-2-511(6)(a), MCA

considered in the placement of all students. Final disposition of all placement decisions rests with the principal, subject to review by the Superintendent or the Board.

Transfer

District policies regulating the enrollment of students from other accredited elementary and secondary schools are designed to protect the educational welfare of children.

Elementary Grades (K-8): A student transferring into the District will be admitted and placed subject to observation by appropriate teachers and a building principal during a probation period of two (2) weeks. Thereafter, should doubt arise as to initial grade and level placement of a student, school personnel will conduct an educational assessment to determine appropriate grade and level placement.

Secondary Grades (9-12) Credit Transfer: A transfer of credits from any secondary school is subject to a satisfactory examination of the following:

1. Appropriate certificates of school accreditation;
2. Length of course, school day, and school year;
3. Content of applicable courses;
4. School building as it relates to credit earned (i.e., lab areas for appropriate science or vocational instruction);
5. Appropriate evaluation of student performance leading toward credit issuance.

The District will follow Montana Accreditation Rules and Standards, along with local alternate procedures for earning credit, in reviewing requests for transfer of credits. High school principals have authority for approving credit transfers, subject to review by the Superintendent or the Board.

Legal Reference:	§ 20-5-101, MCA	Admittance of child to school
	§ 20-5-403, MCA	Immunization required – release and acceptance of immunization records
	§ 20-5-404, MCA	Conditional attendance
	§ 20-5-405, MCA	Medical or religious exemption
	§ 20-5-406, MCA	Immunization record
	§ 44-2-511, MCA	School enrollment procedure
	10.16.3122, ARM	Local Educational Agency Responsibility For Students with Disabilities
	10.55.601, et seq., ARM	Accreditation Standards: Procedures

Policy History:

Adopted on:

Reviewed on:

Revised on:

2  
3 STUDENTS

4  
5 Education of Homeless Children

6 Every child of a homeless individual and every homeless child are entitled to equal access to the same  
7 free, appropriate public education as provided to children with permanent housing. The District must  
8 assign and admit a child who is homeless to a District school regardless of residence and irrespective of  
9 whether the homeless child is able to produce records normally required for enrollment. The District may  
10 not require an out-of-District attendance agreement and tuition for a homeless child.

11  
12 Should a child become homeless over the course of the school year, the child must be able to remain at  
13 the school of origin, or be eligible to attend another school in the district.

14  
15 The Superintendent will review and revise as necessary rules or procedures that may be barriers to  
16 enrollment of homeless children and youths. In reviewing and revising such procedures, the  
17 Superintendent will consider issues of transportation, immunization, residence, birth certificates, school  
18 records, and other documentation.

19  
20 Homeless students will have access to services comparable those offered to other students, including but  
21 not limited to:

- 22  
23 1. Transportation services;  
24 2. Educational services for which a student meets eligibility criteria (e.g., Title I);  
25 3. Educational programs for children with disabilities and limited English proficiency;  
26 4. Programs in vocational and technical education;  
27 5. Programs for gifted and talented students; and  
28 6. School nutrition program.

29  
30 The Superintendent will give special attention to ensuring the enrollment and attendance of homeless  
31 children and youths not currently attending school. The Superintendent will appoint a liaison for  
32 homeless children. A “homeless individual” is defined as provided in the McKinney Homeless  
33 Assistance Act.

34  
35 **Anyone having a concern or complaint regarding placement or education of a homeless child will**  
36 **first present it orally and informally to the District homeless liaison. To further ensure that the**  
37 **District is removing barriers to the educational access and success of children and youths who are**  
38 **homeless, and to ensure that Title 1 funding is expended in an appropriate manner, the District has**  
39 **adopted the dispute resolution form at 3125F.**

40  
41 Cross Reference: 1700 Uniform Complaint Procedure  
42 3125F McKinney-Vento Homeless Educational Assistance Dispute Resolution  
43 Legal Reference: 42 U.S.C. §§42 U.S.C. § 11301 *et seq* 11431, *et seq.*  
44 McKinney Homeless Assistance Act  
45 § 20-5-101, MCA Admittance of child to school

46  
47 Policy History:

48 Adopted on:

49 Reviewed on:

50 Revised on:

4  
5 Attendance Policy - Truancy

6  
7 Students are expected to attend all assigned classes each day. Teachers shall keep a record of  
8 absence and tardiness. Before the end of the school day, each school shall attempt to contact  
9 every parent, guardian, or custodian whose child is absent from school but who has not reported  
10 the child as absent for the school day, to determine whether the parent, guardian, or custodian is  
11 aware of the child’s absence from school.

12  
13 For the purpose of this policy “truant” or “truancy” means the persistent non-attendance without  
14 excuse, as defined by this policy, for all or any part of a school day equivalent to the length of  
15 one class period of a child required to attend a school under 20-5-103. “Habitual truancy” means  
16 recorded unexcused absences of 10 8 or more days or 54 45 or more parts of a day, whichever is less,  
17 in 1 school year.

18  
19 The Cascade school district’s definition of non-attendance without excuse is stated in the  
20 respective student handbooks.

21  
22 The Cascade School district has appointed Kevin Sukut, the 7-12 Principal as the attendance officer.

23  
24 Upon the board designating one or more of its staff as the attendance officer(s), the attendance  
25 officer(s) shall have the powers and duties as stated in 20-5-105(1) (Section 2), MCA.

26		
27		
28	Legal Reference:	§ 20-5-103, MCA Compulsory attendance and excuses
29		§ 20-5-104, MCA Attendance officer
30		§ 20-5-105, MCA Attendance officer – powers and duties
31		§ 20-5-106, MCA Truancy
32		§ 20-5-107, MCA Incapacitated and indigent child attendance
33		§ 20-6-201, MCA Elementary School District Classification
34		§ 20-6-301, MCA High School District Classification
35		§ 41-5-103(22), MCA Definitions

36 Procedure History:

37 Promulgated on: 09/17/13

38 Reviewed on: 7/16/19

39 Revised on: 7/16/19

2  
3 STUDENTS

4 Sexual Harassment, Sexual Intimidation and Sexual Misconduct

5  
6  
7 **Sexual harassment, sexual intimidation, and sexual misconduct are forms of discrimination**  
8 **and are prohibited.** An employee, District agent, or student engages in sexual harassment,  
9 **sexual intimidation, and sexual misconduct** whenever that individual makes unwelcome  
10 advances, requests sexual favors, or engages in other verbal, non-verbal, **electronic or physical**  
11 **contact or** conduct of a sexual or sex-based nature, imposed on the basis of sex, that:

12  
13 1. Denies, **deprives**, or limits the provision of educational aid, benefits, services,  
14 opportunities, or treatment, or that makes such conduct a condition of a student’s  
15 academic status; or

16  
17 2. Has the purpose or effect of:

- 18  
19 a. Substantially interfering with a student’s educational environment;  
20  
21 b. Creating an intimidating, hostile, or offensive educational environment;  
22  
23 c. **Denying, depriving, or limiting the provision** of educational aid, benefits,  
24 services, opportunities, or treatment; or  
25  
26 d. Making submission to or rejection of such unwelcome conduct the basis for  
27 academic decisions affecting a student.  
28

29 **Sexual harassment, sexual intimidation and sexual misconduct prohibited by this policy**  
30 **includes verbal, electronic, or physical contact or conduct.** The terms “intimidating,”  
31 “hostile,” **“misconduct,”** and “offensive” include conduct that has the effect of humiliation,  
32 embarrassment, or discomfort. Examples of **sexual harassment, sexual intimidation, and**  
33 **sexual misconduct** include but are not limited to unwelcome or forceful physical touching,  
34 crude jokes or pictures, discussions of sexual experiences, **pressure or requests for sexual**  
35 **activity or favors**, intimidation by words, actions, insults, or name calling, teasing related to  
36 sexual characteristics, and spreading rumors related to a person’s alleged sexual activities. **The**  
37 **District will evaluate sexual harassment, sexual intimidation, and sexual misconduct in**  
38 **light of all circumstances.**

39  
40 Students who believe that they may have been sexually harassed, intimidated, **or been subjected**  
41 **to sexual misconduct** should consult a counselor, teacher, Title IX coordinator, or administrator,  
42 who will assist them in the complaint process. Supervisors or teachers who knowingly condone



1 or fail to report or assist a student to take action to remediate such behavior of sexual harassment,  
2 **intimidation, or misconduct** may themselves be subject to discipline. **The District will report**  
3 **any suspected child abuse or neglect to proper authorities in accordance with District**  
4 **Policy 5232. The District is authorized to report any violation of this policy to law**  
5 **enforcement that is suspected to be a violation of state or federal criminal laws.**

6  
7 3225  
8 page 2 of 2  
9

10 Any District employee who is determined, after an investigation, to have engaged in sexual  
11 harassment, **intimidation or misconduct** will be subject to disciplinary action up to and  
12 including discharge. Any student of the District who is determined, after an investigation, to  
13 have engaged in sexual harassment, **intimidation or misconduct** will be subject to disciplinary  
14 action, including but not limited to suspension and expulsion consistent with the District's  
15 discipline policy.

16  
17 ~~The District will make every effort to ensure that employees or students accused of sexual~~  
18 ~~harassment or intimidation are given an appropriate opportunity to defend themselves~~  
19 ~~against such accusations.~~

20  
21 To the greatest extent possible, the District will treat complaints in a confidential manner. The  
22 District realizes that limited disclosure may be necessary in order to complete a thorough  
23 investigation. Retaliation against persons who file a complaint is a violation of law prohibiting  
24 discrimination and will lead to disciplinary action against an offender.

25  
26 Any individual seeking further information should consult the Superintendent for the name of the  
27 current Title IX Coordinator for the District. The Superintendent will ensure that student and  
28 employee handbooks include the name, address, and telephone number of an individual  
29 responsible for coordinating District compliance efforts.

30  
31 An individual with a complaint alleging a violation of this policy should follow the Uniform  
32 Complaint Procedure.

33  
34 Any person who knowingly makes a false accusation regarding sexual harassment, **intimidation**  
35 **or misconduct** likewise will be subject to disciplinary action up to and including discharge with  
36 regard to employees or suspension and expulsion with regard to students.

37  
38 Cross Reference: 1700 Uniform Complaint Procedure  
39 **5232 Abused and Neglected Child Reporting**

40  
41 Legal References: Art. X, Sec. 1, Montana Constitution – Educational goals and duties  
42 §§ 49-3-101, et seq., MCA Montana Human Rights Act  
43 Title IX of the Educational Amendments, 20 U.S.C. § 1681, et seq.  
44 34 CFR Part 106 Nondiscrimination on the basis of sex in  
45 education programs or activities receiving  
46 Federal financial assistance

1	10.55.701(1)(f), ARM	Board of Trustees
2	10.55.719, ARM	Student Protection Procedures
3	10.55.801(1)(a), ARM	School Climate

4  
5 Policy History:  
6 Adopted on:  
7 Reviewed on:  
8 Revised on: