

Board of Trustees Meeting

Ray Bjork Learning Center | 1600 8th Ave | Helena MT 59601

Tuesday, February 11, 2020 - 5:30 p.m.

AGENDA

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. REVIEW OF AGENDA

III. STUDENT & EDUCATOR RECOGNITIONS

- A. **Kylie Hartnett**, Helena High, Montana Gatorade Cross Country Runner of the Year
- B. **Hannah Muszkiewicz**, Helena High, Speech and Debate State Champion, Extemporaneous Speaking
- C. **Eric Peterson**, Helena High, nominated for National Girls Basketball Coach of the Year

IV. GENERAL PUBLIC COMMENT

This is the time for comment on public matters that are not on the agenda. Public matters do not include any pending legal matters, private personnel issues or private student issues. Please do not attempt to address such issues at this time or you will be ruled out of order. The Board cannot enter into a discussion during General Public Comment.

V. NEW BUSINESS

A. Action Items

- 1. Approval of Superintendent's Contract
- 2. Approval of the Jefferson Safety and Security Project award (see attached)
- 3. Approval of the Kessler Safety and Security Project award (see attached)

B. Consent Items

- 1. Minutes from the Board of Trustees January 14, 2020, Meeting (see attached)
- 2. Approval of 1.21.2020 Special Board Meeting Minutes (Closed Session)
- 3. Approval of Personnel Actions (see attached)

Helena Public Schools Board of Trustees

Luke Muszkiewicz
Board Chair
Siobhan Hathorn
Trustee

Terry Beaver
Vice Chair
Jeff Hindoién
Trustee

John E McEwen
Trustee
Sarah Sullivan
Trustee

Libby Goldes
Trustee
Jennifer Walsh
Trustee

www.helenaschools.org

4. Approval of Warrants
5. Acknowledge Discretionary Out-of-District Tuition Agreements (see attached)
6. Approval of Out-of-District Attendance Agreements (see attached)

C. Information Item

1. 7th Ave. Gymnasium RFP Process (see attached)

CI. Reports

1. Budget & Finance Committee Report
2. Policy Committee Report
3. Facilities & Maintenance Committee Report
4. Teaching & Learning Committee Report
5. Health Benefits Committee Report
6. Montana School Boards Association Report
7. Helena Education Association Report
8. HHS / CHS Student Representatives Report

VI. SUPERINTENDENT'S REPORT

VII. BOARD COMMENTS

VIII. ADJOURNMENT

The next Board of Trustees meeting has been scheduled for March 10, 2020.

Helena School District
SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (The “Board”) of Helena School District No. 1 and Helena High School District No. 1 (the “District”) and Tyler W. Ream, Ed.D. (the “Superintendent”). This Agreement is effective and will govern the parties as of July 1, 2020.

WHEREAS, District and Board desire to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the District and Board believe generally improves the quality of its overall educational program; and

WHEREAS, the District, Board and the Superintendent, believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication among them as they fulfill their governance and administrative functions in the operation of the educational programs of the District.

NOW, THEREFORE, District, Board and Superintendent, for the consideration herein specified, agree as follows:

1. **TERM OF EMPLOYMENT:** The District and Board, in consideration of the promises of the Superintendent herein contained, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for the District for a term commencing on July 1, 2020, and ending June 30, 2023. The District may, by specific action and with the consent of the Superintendent, extend the termination date of the existing contract to the full extent permitted by state law.
2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**
 - A. **Certification.** The Superintendent shall provide the necessary certification and experience records and other records required for personnel files or for payroll purposes. The Superintendent represents that he currently holds an educator license in the State of Texas. The Board acknowledges that the Superintendent is not a licensed educator in Montana as of the date of the Board’s approval of this Agreement. The Superintendent agrees to provide to the District written evidence of the Superintendent’s application to the Montana Office of Public Instruction for regular or alternative administrative licensure with superintendent endorsement in Montana no later than ten (10) days after the Board’s approval of this Agreement. The Superintendent also agrees in good faith to seek and successfully complete the required coursework in Montana school finance and in Montana school law by June 30, 2021. The Board authorizes the Superintendent to take time, if during the work day, without deduction from his vacation or personal leave allocation to travel to or from and/or participate in the coursework. Upon submission of appropriate documentation, the District will reimburse the Superintendent for the tuition costs associated with completing the required coursework as described above. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.
 - B. **Duties.** The Superintendent is the chief executive officer of the Board and shall have charge of the administration of the District under the direction of the Board and pursuant to Board policy and all applicable state and federal laws. The Superintendent shall comply with (a) Board directives; (b) Montana law, including without limitation Section 20-4-402, MCA; (c) federal law; and (d) District

policies as they exist or may hereafter be adopted or amended, which are hereby incorporated into and made part of this Agreement as though fully set forth herein. The Superintendent hereby agrees to devote his time, skill, labor and attention to the performance of these duties in a competent and professional manner. In particular, and without limitation to the foregoing, the Superintendent (a) shall direct and assign employees of the schools under his supervision; (b) shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the consent of the Board; (c) shall select and supervise and recommend for termination, if necessary in his judgment, any and all personnel subject to the approval of the Board; (d) shall, from time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the District; (e) shall communicate effectively with the community about issues facing the District as may be designated from time to time by the Board, including communication with governmental officials, legislative members and others regarding levies, bonding of capital items, capital projects and other matters that affect the conduct of the administrative, financial and educational matters of the District; and (f) in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board, Montana State law and federal law. The current job description is attached as Exhibit A.

C. **Outside Activities.** The Superintendent shall devote his time, attention and energy to the business of the District. However, with agreement of the Board, the Superintendent may serve as consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration. The Superintendent may, at his option, and with the approval of the Board, continue to draw a salary while engaged in outside activity as described above. In such cases, honoraria paid to the Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will District be responsible for any expenses to the performance of such outside activities.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The District encourages the continuing professional growth of the Superintendent through his participation in:
 - A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrators and school board associations;
 - B. Seminars and courses offered by public or private educational institutions; and
 - C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the District.
4. **COMPENSATION:** The District shall pay the Superintendent at an annual salary of **One Hundred and Sixty Three Thousand Dollars (\$163,000)** for the 2020-2021 school year. The salary referenced in this section shall be paid on the basis of a two hundred and sixty (260) work days contract, with a daily rate of pay equal to the Superintendent's annual salary divided by the number of work days provided in the Agreement. The District shall review Superintendent's salary on an annual basis concurrent with the evaluation of his performance as noted in Section 6 below.
5. **VACATION AND OTHER BENEFITS:** The Superintendent shall accrue vacation as prescribed in Section 2-18-612, MCA, exclusive of legal holidays. Additionally, five (5) days of accumulative personal leave

shall be granted each year. The Superintendent shall be entitled to annual sick leave of one day per month as prescribed in Section 2-18-618, MCA, and holiday pay in conformance with Section 20-1-305, MCA, and Board policy. The Superintendent shall inform the Board Chair in advance of use of vacation leave or any absences from the District beyond three (3) days. Vacation days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement. Unused personal leave shall be cashed out at 100% at termination of the contract.

The District shall during the term of the contract obtain and pay for the cost of long term disability insurance for Superintendent with a benefit equal to 60% of the current salary, with a maximum benefit of \$7000 per month and an elimination period of 180 consecutive days.

The District shall provide full family health insurance coverage for the Superintendent and his dependents, as well as any other insurance benefits granted District employees.

The District shall pay to the Superintendent a stipend in the amount of Five Hundred Fifty Dollars (\$550.00) per month as an allowance for in-District travel. The District agrees to pay the actual and incidental costs of the Superintendent for all travel outside of the District. These expenses include, but are not limited to: airfare, mileage, rental car expenses, lodging, a per diem for the Superintendent. These expenses do not include entertainment, alcohol or expenses incurred by a spouse or family members. The Superintendent shall keep the Board reasonably advised in advance of all out of District travel.

The District shall provide the Superintendent with appropriate technology that will assist the Superintendent in the performance of his duties and responsibilities. This shall include a cell phone (or equivalent stipend), tablet, laptop and printer. The District shall own this technology. Upon termination of this Agreement, the Superintendent shall return all District equipment.

6. **EVALUATION:** The District shall evaluate and assess, in writing, the performance of the Superintendent at least once a year during the term of this Agreement. This evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the District for the year in question.
7. **PROFESSIONAL DUES.** The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the School Administrators of Montana, and the SAM region in which the School District is located. In addition, the District shall provide the Superintendent with up to \$500.00 per year toward membership dues in Helena service clubs.
8. **PROFESSIONAL LIABILITY.** The District shall provide for the indemnification, defense and immunization of Superintendent as provided in Section 2-9-305, MCA. The indemnification provided under Section 2-9-305, MCA shall be provided for the Superintendent by the District after his employment with the District ends.
9. **TERMINATION OF EMPLOYMENT CONTRACT:** This employment Agreement may be terminated by:
 - a. Mutual agreement of the Board of the Trustees and the Superintendent: When the contract has been terminated by mutual agreement, the District shall be obligated to pay that portion of the salary that has been earned up to and including the last day of service. At least a thirty (30) day advance notice of termination date will be given after reaching a mutual agreement.

10. **SAVINGS CLAUSE:** If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal in federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.
11. **CONTROLLING LAW.** This Agreement will be governed by the laws of the State of Montana. Venue shall be in the 1st Judicial District, Lewis and Clark County, Montana.
12. **COMPLETE AGREEMENT.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No alteration or modification of this Agreement shall be valid unless evidenced by a writing signed by the parties to this Agreement.

DATED this ____th day of February, 2020.

Superintendent
Date

Chair, Board of Trustees	Date
Helena School District, Helena, MT	

ATTEST:

Business Manager/District Clerk _____ Date _____



MEMORANDUM

TO: HSD Board of Trustees

FROM: Kalli Kind

DATE: February 5, 2020

RE: Bid Recommendation – Jefferson Safety & Security

This project bid recommendation, and attached documentation, is for the safety and security work to be completed at Jefferson Elementary School this summer. The base project bid includes, controlled public access, keyless entry, exterior cameras and speakers, electronic readers boards and integrated communications. Alternate bids 1 and 2 are not required for the safety and security work.

Although only one bid was received, it has been thoroughly vetted. Therefore, I respectfully recommend the Board of Trustees award the base bid to Abraham Construction Services in the amount of \$646,800.00.

Regards,

Kalli Kind

Kalli Kind, Engineer
Facilities and Transportation Director
Helena School District



January 31, 2020

Kalli Kind, Director of Support Services
Helena School District No. 1
Lewis and Clark County
District Facility Office
1201 Boulder Avenue
Helena, Montana 59601

RE: Recommendation for bid Jefferson School Safety & Security Upgrades – 1048-08

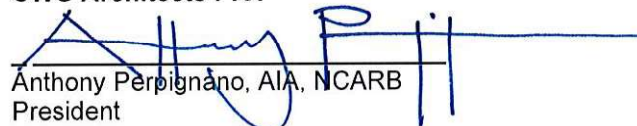
Dear Kalli:

After reviewing the bids received for this project and based on the base bid from the contractor, CWG Architects recommends that the School District award this project to Abraham Construction and begin contract preparations for presentation to the school board.

If you have any questions please contact us.

Respectfully,

CWG Architects P.C.


Anthony Perpignano, AIA, NCARB
President

Wednesday, January 15, 2020
2:00 P.M. M.S.T.
in Helena, Montana

1048-08



CWG Architects
650 Power (59601)
P. O. Box 1198
Helena, Montana 59624

Architect: William R. Butler

PROPOSAL FOR:

**SAFETY AND SECURITY UPGRADES
JEFFERSON ELEMENTARY SCHOOL**

For

Helena School District No. 1

Lewis and Clark County

Helena, Montana

ATTENTION: Kalli Kind, Director of Support Services

Helena School District No. 1

Lewis and Clark County

District Facility Office

1201 Boulder Avenue

Helena, Montana 59601

The undersigned, having familiarized himself with the conditions of the work and the contract documents as prepared by Crossman, Whitney, Griffin, P.C., 650 Power Street, Helena, Montana, agrees to furnish all labor, materials, equipment and services necessary to complete all work, including general construction, mechanical and electrical work, as bid herein, for the construction of " SAFETY AND SECURITY UPGRADES FOR JEFFERSON ELEMENTARY SCHOOL, for Helena School District No. 1, Helena, Montana," in accordance with the contract documents, including all addenda.

Bidder's Declaration and Understanding

The undersigned hereby declares, as Bidder, that the only persons or parties interested in the proposal are those named herein, that this proposal is, in all respects fair and without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person submitting another proposal for the work. The Bidder further declares that he/she has personally made all inspections and examinations necessary, that he/she acknowledges that the work will be completed per the required schedule and agrees to liquidated damage amounts for failure to complete the project per the required schedule, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are made part of this proposal.

The undersigned bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Dated 1-8-2020
Addendum No. 2 Dated 1-10-2020

JEFFERSON ELEMENTARY SCHOOL TOTAL LUMP SUM BASE BID NUMBER ONE:

Furnish all the work necessary for a complete project and as shown in the construction drawings, project manual and any addendums:

TOTAL LUMP SUM BASE BID NUMBER ONE

Sum of Six Hundred Forty-Six THousand Eight Hundred
Dollars (\$ 646,800.00)
(Price in Words)

ALTERNATE NO. 1 : Flooring in Hall (H2)

Sum of Four THousand
Dollars (\$ 4,000.00)
(Price in Words)

ALTERNATE NO. 2 : Replace Lighting in rooms 203 & 204 – see elect.

Sum of Two THousand Three Hundred
Dollars (\$ 2,300.00)
(Price in Words)

Overhead and Profit

All of the above listed Bid prices include overhead, profit and all other expenses involved.

Bonds

The undersigned bidder hereby agrees to furnish the required bonds and to enter into a contract for the work awarded under this proposal within ten (10) consecutive calendar days from and including the date of acceptance of this proposal.

Rights of Owner

In submitting this bid it is understood that the right is reserved by the Owner, Helena School District No. 1, to reject any and all bids, to waive any and all informalities and irregularities, and to accept the bid that is considered to be in the best interest of the Owner.

Authorization:

The name of the Bidder and the address to which all communications concerned with this proposal and with the Contract shall be sent are as follows:

Firm Name Abraham Construction Services
Business Address 4 Bumpart Blvd, Clancy MT 59634
Telephone Number (including area code) 406-442-2140
Montana Contractor's License No. 207 828

The firm represented above is a:

Sole Proprietorship _____ Partnership _____
Corporation _____ Joint Venture _____
Other LLC

I, the undersigned, as duly authorized agent of Abraham Construction Services
(Firm Name)

do hereby submit the enclosed bid. This proposal is provided in full consideration of the Contract Documents. It is understood and agreed that this bid may not be withdrawn during a period of thirty (30) calendar days after the scheduled time for the receipt of bids.

DATED AT HELENA, MONTANA, THIS 14th DAY OF JANUARY 2020

Legal Name of Agent: Richard Abraham
(Please Print)

Signature: [Signature]

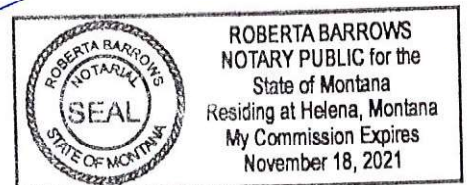
Notary Attest: Before me Richard Abraham,

Subscribed and sworn to before me this 14th day of January, 2020.

State of Montana
Lewis & Clark Co.

Notary Public for the State of Montana, Lewis & Clark Co.
Residing at Helena

PROPOSAL/10-48-08 - 2



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Abraham Construction Services, LLC
4 Bompert Blvd
Clancy, MT 59634

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Helena School District No. 1
55 South Rodney
Helena, MT 59601

BOND AMOUNT:

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Jefferson Elementary School Safety and Security Upgrades

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of January, 2020.


(Witness)

Abraham Construction Services, LLC

(Principal)

(Seal)

By: 

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By: 

(Title) Jonathan M. Emmons Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Jonathan M. Emmons

Principal: Abraham Construction Services, LLC Bond Number: Bid Bond
Obligee: Helena School District No. 1 Bond Amount: See Bond Form
Bond Description: Jefferson Elementary School Safety and Security Upgrades

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of January, 2020.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

RECEIVED

JAN 15 2019

FOR SUPPORT SERVICES

1:15 PM
aj

**"Sealed Bid-
Jefferson Elementary School
Safety and Security Upgrades Project"**

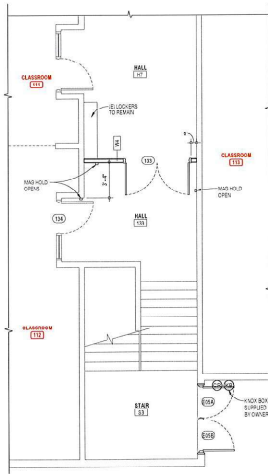
Attention: Kalli Kind,
Director of Support Services
Helena School District No. 1
Lewis and Clark County

District Facility Office
1201 Boulder Avenue
Helena, MT. 59601

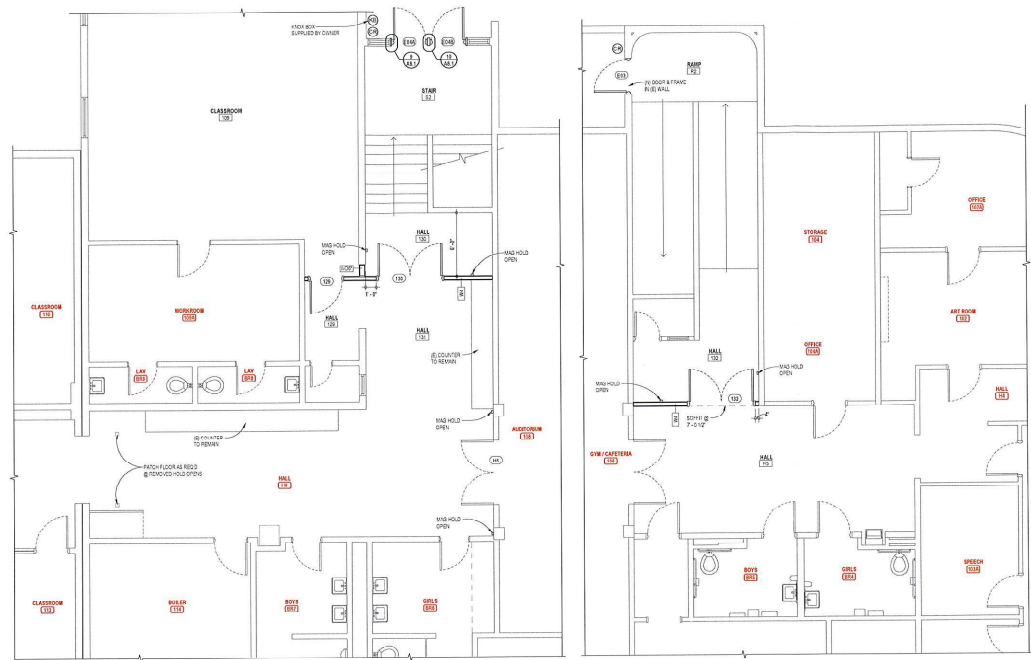
From: Abraham Construction Services
4 Bompert Blvd.
Clancy, MT. 59634
Contractor Registration # 207828

Acknowledgement Addendum# 1,2,__,__

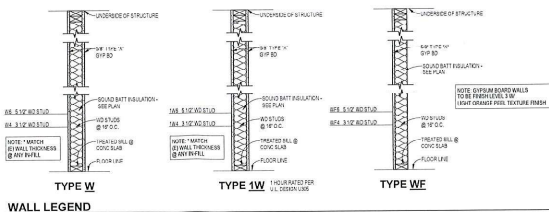
1. The project is located at 1023 Broadway, Helena, MT 59601. The project is a remodel of the existing building.



1 LOWER FLOOR PLAN - REMODEL - STAIR
1/4" = 1'-0"



2 LOWER FLOOR PLAN - REMODEL
1/4" = 1'-0"



WALL LEGEND
SCALE: 1/4" = 1'-0"

COGNIZANT NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

COORDINATION NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

CROSSMAN WHITNEY RIFFIN P.C.
ARCHITECTS
1023 BROADWAY, HELENA, MT 59601
P.O. BOX 118, HELENA, MT 59604
406-445-8881 (PHONE)
406-445-8882 (FAX)
CROSSMANWHITNEYRIFIN.COM

CROSSMAN WHITNEY RIFFIN P.C. ARCHITECTS

**HELENA SCHOOL DISTRICT
JEFFERSON ELEMENTARY SCHOOL**
1023 Broadway Helena, MT 59601

LOWER FLOOR PLAN - REMODEL

1048-08
10/27/08
10/27/08
10/27/08

A1.1



MEMORANDUM

TO: HSD Board of Trustees

FROM: Kalli Kind

DATE: February 5, 2020

RE: Bid Recommendation – Kessler Safety & Security

This project bid recommendation, and attached documentation, is for the safety and security work to be completed at Kessler Elementary School this summer. The base project bid includes, controlled public access, keyless entry, exterior cameras and speakers, electronic readers boards and integrated communications. Alternate bids 01-05 are not required for the safety and security work.

Two bids were received and have been thoroughly vetted. I respectfully recommend the Board of Trustees award the base bid to Abraham Construction Services in the amount of \$699,900.00.

Regards,
Kalli Kind

Kalli Kind, Engineer
Facilities and Transportation Director
Helena School District



January 31, 2020

Kalli Kind, Director of Support Services
Helena School District No. 1
Lewis and Clark County
District Facility Office
1201 Boulder Avenue
Helena, Montana 59601

RE: Recommendation for bid Kessler School Safety & Security Upgrades – 1048-05

Dear Kalli:

After reviewing the bids received for this project and based on the base bid from the contractors, CWG Architects recommends that the School District award this project to Abraham Construction and begin contract preparations for presentation to the school board.

If you have any questions please contact us.

Respectfully,

CWG Architects P.C.


Anthony Perpignano, AIA, NCARB
President

2420 Choteau
Helena, Montana

[illegible]

CWG Architects
650 Power (59601)
P. O. Box 1198
Helena, Montana 59624

PROPOSAL FOR:

**SAFETY AND SECURITY UPGRADES
KESSLER ELEMENTARY SCHOOL**

For

Helena School District No. 1

Lewis and Clark County

Helena, Montana

ATTENTION: Kalli Kind, Director of Support Services

Helena School District No. 1

Lewis and Clark County

District Facility Office

1201 Boulder Avenue

Helena, Montana 59601

The undersigned, having familiarized himself with the conditions of the work and the contract documents as prepared by Crossman, Whitney, Griffin, P.C., 650 Power Street, Helena, Montana, agrees to furnish all labor, materials, equipment and services necessary to complete all work, including general construction, mechanical and electrical work, as bid herein, for the construction of " SAFETY AND SECURITY UPGRADES FOR KESSLER ELEMENTARY SCHOOL, for Helena School District No. 1, Helena, Montana," in accordance with the contract documents, including all addenda.

Bidder's Declaration and Understanding

The undersigned hereby declares, as Bidder, that the only persons or parties interested in the proposal are those named herein, that this proposal is, in all respects fair and without collusion with any official of the Owner, and that the proposal is made without any connection or collusion with any person submitting another proposal for the work. The Bidder further declares that he/she has personally made all inspections and examinations necessary, that he/she acknowledges that the work will be completed per the required schedule and agrees to liquidated damage amounts for failure to complete the project per the required schedule, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are made part of this proposal.

The undersigned bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Dated 1-17-2020
Addendum No. 2 Dated 1-23-2020

KESSLER ELEMENTARY SCHOOL TOTAL LUMP SUM BASE BID NUMBER ONE:

Furnish all the work necessary for a complete project and as shown in the construction drawings, project manual and any addendums:

TOTAL LUMP SUM BASE BID NUMBER ONE

Sum of Six Hundred Ninety-Nine Thousand Nine Hundred
Dollars (\$ 699,900.00)
(Price in Words)

ALTERNATE NO. 1 : LVT Flooring (See Drawings)

Sum of THREE THOUSAND Nine Hundred
Dollars (\$ 3,900.00)
(Price in Words)

ALTERNATE NO. 2 : Replace lighting in hall H1/H1A (See electrical Drawings)

Sum of THREE THOUSAND
Dollars (\$ 3,000.00)
(Price in Words)

ALTERNATE NO. 3 : Exterior Sidewalk (See AD-1)

Sum of Twenty Four THousAnd Four Hundred Dollars (\$ 24,400.00)
 (Price in Words)

ALTERNATE NO. 4 : Replace Gym Stair (See AD-2)

Sum of Nine THousand nine Hundred Dollars (\$ 9,900.00)
 (Price in Words)

ALTERNATE NO. 5 : Roofing (See A-2.1)

Sum of EIGHT THousAnd EIGHT Hundred Dollars (\$ 8,800.00)
 (Price in Words)

Overhead and Profit

All of the above listed Bid prices include overhead, profit and all other expenses involved.

Bonds

The undersigned bidder hereby agrees to furnish the required bonds and to enter into a contract for the work awarded under this proposal within ten (10) consecutive calendar days from and including the date of acceptance of this proposal.

Rights of Owner

In submitting this bid it is understood that the right is reserved by the Owner, Helena School District No. 1, to reject any and all bids, to waive any and all informalities and irregularities, and to accept the bid that is considered to be in the best interest of the Owner.

Authorization:

The name of the Bidder and the address to which all communications concerned with this proposal and with the Contract shall be sent are as follows:

Firm Name Abraham Construction Services
 Business Address 4 Bampton Blvd, Clancy, MT 59630
 Telephone Number (including area code) 406 445-2140
 Montana Contractor's License No. 207828

The firm represented above is a:

Sole Proprietorship _____ Partnership _____
 Corporation _____ Joint Venture _____
 Other L.L.C.

I, the undersigned, as duly authorized agent of Abraham Construction Services
 (Firm Name)

do hereby submit the enclosed bid. This proposal is provided in full consideration of the Contract Documents. It is understood and agreed that this bid may not be withdrawn during a period of thirty (30) calendar days after the scheduled time for the receipt of bids.

State of Montana Lewis & Clark County
 DATED AT HELENA, MONTANA, THIS 1/28/20 DAY OF JANUARY 2020

Legal Name of Agent: Richard Abraham
 (Please Print)

Signature: _____

Notary Attest: Before me, Richard Abraham,

Subscribed and sworn to before me this 28 day of January 2020.

Notary Public for the State of Montana

Roberta Barrows
 Notary Public



ROBERTA BARROWS
 NOTARY PUBLIC for the State of Montana
 Residing at Helena, Montana
 My Commission Expires
 November 18, 2021

Residing at Helena



4 Bompert Blvd, Clancy, MT 59634
Office: (406) 442-2140 Fax: (406) 442-2149
Design * Build * Remodel

Bid Proposal Qualification

Bid Proposal Qualification For:

Safety and Security Upgrades Kessler Elementary School

For:

Helena School District No. 1
Lewis & Clark County
Helena, Montana

Attention:

Kalli Kind, Director of Support Services
Helena School District No. 1
Lewis And Clark County
District Office
1201 Boulder Avenue.
Helena, Montana. 59601

The undersigned hereby acknowledges receipt of following addenda's: 1,2

Kessler Elementary School Total Alternate Number 6 Added Exhaust Fan

MECHANICAL DRAWINGS:

- ITEM 1: **Sheet M0.1 – Schedules – Add (Alternate Bid):** Exhaust Fan Schedule, EF-1
ITEM 2: **Sheet M1.0 – Plan 2 – Add (Alternate Bid):** Note: Up to EF-1, Remove Existing Exhaust Fan and Roof Curb, Provide and install new exhaust fan (EF-1). Repair Roof as need for new roof curb, work shall not void roof warranty.
ITEM 3: **Sheet M2.0 – Details – Add (Alternate Bid):** Detail 4, Exhaust fan mounting detail
ITEM 4: **Sheet M2.0 – Temperature Controls – Add (Alternate Bid):** Exhaust Fan (EF-1) Controls

ELECTRICAL DRAWINGS:

- ITEM 3: **Sheet E2.0 – Detail 2 – Partial Main Level Power Plan**
ADD: To leader note for exhaust fan above Principal Office; Base Bid: "Existing exhaust fan to remain. Maintain circuiting. Alternate Bid: Disconnect branch circuit wiring to existing exhaust fan on roof. Install new exhaust fan in same location. Reconnect to existing circuit. Extend circuit to new fan switch."

Alternate NO. 6: Added Exhaust Fan & Electrical (See description above)

Sum of Four Thousand Five Hundred Dollars (\$ 4,500.00)
(Price in Words)

Authorization:

The name of the Bidder and the address to which all communications concerned with this proposal and with the Contract shall be sent are as follows:

I, the undersigned, as duly authorized agent of

(Firm Name)

do hereby submit the enclosed bid. This proposal is provided in full consideration of the Contract Documents. It is understood and agreed that this bid may not be withdrawn during a period of thirty (30) calendar days after the scheduled time for the receipt of bids.

DATED AT HELENA, MONTANA, THIS 1/28/20 DAY OF JANUARY 2020

Proposal/10-48-05-3

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Abraham Construction Services, LLC
4 Bompert Blvd
Clancy, MT 59634

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Helena School District No. 1
55 South Rodney
Helena, MT 59601

BOND AMOUNT:

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Kessler Elementary School Safety and Security Upgrades

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of January, 2020.


(Witness)


Abraham Construction Services, LLC

(Principal)

(Seal)

By: 

(Title)


(Witness)

North American Specialty Insurance Company

(Surety)

(Seal)

By: 

(Title) Jonathan M. Emmons Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Jonathan M. Emmons

Principal: Abraham Construction Services, LLC

Bond Number: Bid Bond

Obligee: Helena School District No. 1

Bond Amount: See Bond Form

Bond Description: Kessler Elementary School Safety and Security Upgrades

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of January, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

" Sealed Bid- Kessler Elementary School
Safety and Security Upgrades Project"

Attention: Kalli Kind
Director of Support Services
Helena School District No.1
Lewis and Clark County

District Facility Office
1201 Boulder Avenue
Helena, Montana 59601

From: Abraham Construction Services
4 Bompert Blvd.
Clancy, MT. 59634
Contractor Registration # 207828

Acknowledgement Addendum# 1,2,__,__

RECEIVED

JAN 29 2021

FOR SUPPORT SERVICES

1:41 pm

DEMOLITION NOTES

EXTERIOR DOORS

- SEE GENERAL DEMOLITION NOTES SHEET A101
- DOOR
- E01 - REMOVE DOOR FRAME & HARDWARE
- E02 - NO DEMO WORK
- E03 - NO DEMO WORK
- E04 - NO DEMO WORK
- E05 - REMOVE WOOD DOOR FRAME & HINGES
- E06 - REMOVE GLASS GARAGE DOOR
- E07 - NO DEMO WORK
- E08 - NO DEMO WORK
- E09 - NO DEMO WORK
- E10 - REMOVE EXISTING DOOR, PULL & HINGES
- E11 - NO DEMO WORK
- E12 - REMOVE EXISTING DOOR, PULL & HINGES
- E13 - REMOVE EXISTING DOOR, PULL & HINGES
- E14 - REMOVE EXISTING DOOR, PULL & HINGES
- E15 - NO DEMO WORK
- E16 - REMOVE EXISTING DOOR, PULL & HINGES
- E17 - NO DEMO WORK

NOTE: REPLACE ALL EXTERIOR CHAIRS & CORNERS PROVIDED BY OWNER

DOOR SCHEDULE - EXTERIOR

NO.	WIDTH	HEIGHT	THK	DOOR TYPE	MAT	GLASS	FINISH	HOW	MAT	NO.	THK	FINISH	JAMB	HEAD	REMARKS
E01	3'-0"	7'-0"	1 3/4"	GLASS & WOOD	EX	WOOD	PAINT	EX	WOOD	5'-0"	EX	WOOD	EX	EX	DOOR ONLY
E02	3'-0"	7'-0"	1 3/4"	LWR	G	METAL	PAINT	EX	METAL	5'-0"	PAINT	METAL	EX	EX	NEW DOOR & FRAME
E03	3'-0"	7'-0"	1 3/4"	LWR	G	METAL	PAINT	EX	METAL	5'-0"	PAINT	METAL	EX	EX	NEW DOOR & FRAME
E04	3'-0"	7'-0"	1 3/4"	LWR	A	WOOD	VARNISH	EX	WOOD	5'-0"	PAINT	METAL	EX	EX	DOOR ONLY
E05	3'-0"	7'-0"	1 3/4"	ROOF	F	METAL	PAINT	EX	WOOD	5'-0"	EX	METAL	EX	EX	NEW DOOR & FRAME
E06	3'-0"	7'-0"	1 3/4"	ROOF	F	METAL	PAINT	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E07	3'-0"	7'-0"	1 3/4"	LWR	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E08	3'-0"	7'-0"	1 3/4"	LWR	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E09	3'-0"	7'-0"	1 3/4"	ROOF	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E10	3'-0"	7'-0"	1 3/4"	LWR	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E11	3'-0"	7'-0"	1 3/4"	ROOF	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E12	3'-0"	7'-0"	1 3/4"	LWR	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E13	3'-0"	7'-0"	1 3/4"	LWR & ROOF	D	METAL	PAINT	EX	METAL	5'-0"	PAINT	METAL	EX	EX	NEW DOOR & FRAME
E14	3'-0"	7'-0"	1 3/4"	LWR	B	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E15	3'-0"	7'-0"	1 3/4"	LWR	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E16	3'-0"	7'-0"	1 3/4"	ROOF	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY
E17	3'-0"	7'-0"	1 3/4"	ROOF	—	METAL	EX	EX	METAL	5'-0"	EX	METAL	EX	EX	DOOR ONLY

COORDINATION NOTE

ALL DOOR SCHEDULES SHALL BE COORDINATED WITH THE ARCHITECT'S SCHEDULES. THE ARCHITECT'S SCHEDULES SHALL BE COORDINATED WITH THE ARCHITECT'S SCHEDULES. THE ARCHITECT'S SCHEDULES SHALL BE COORDINATED WITH THE ARCHITECT'S SCHEDULES.

COGNIZANT NOTE

THE ARCHITECT'S SCHEDULES SHALL BE COORDINATED WITH THE ARCHITECT'S SCHEDULES. THE ARCHITECT'S SCHEDULES SHALL BE COORDINATED WITH THE ARCHITECT'S SCHEDULES. THE ARCHITECT'S SCHEDULES SHALL BE COORDINATED WITH THE ARCHITECT'S SCHEDULES.

PROGRESS
PRINT NOT FOR
CONSTRUCTION

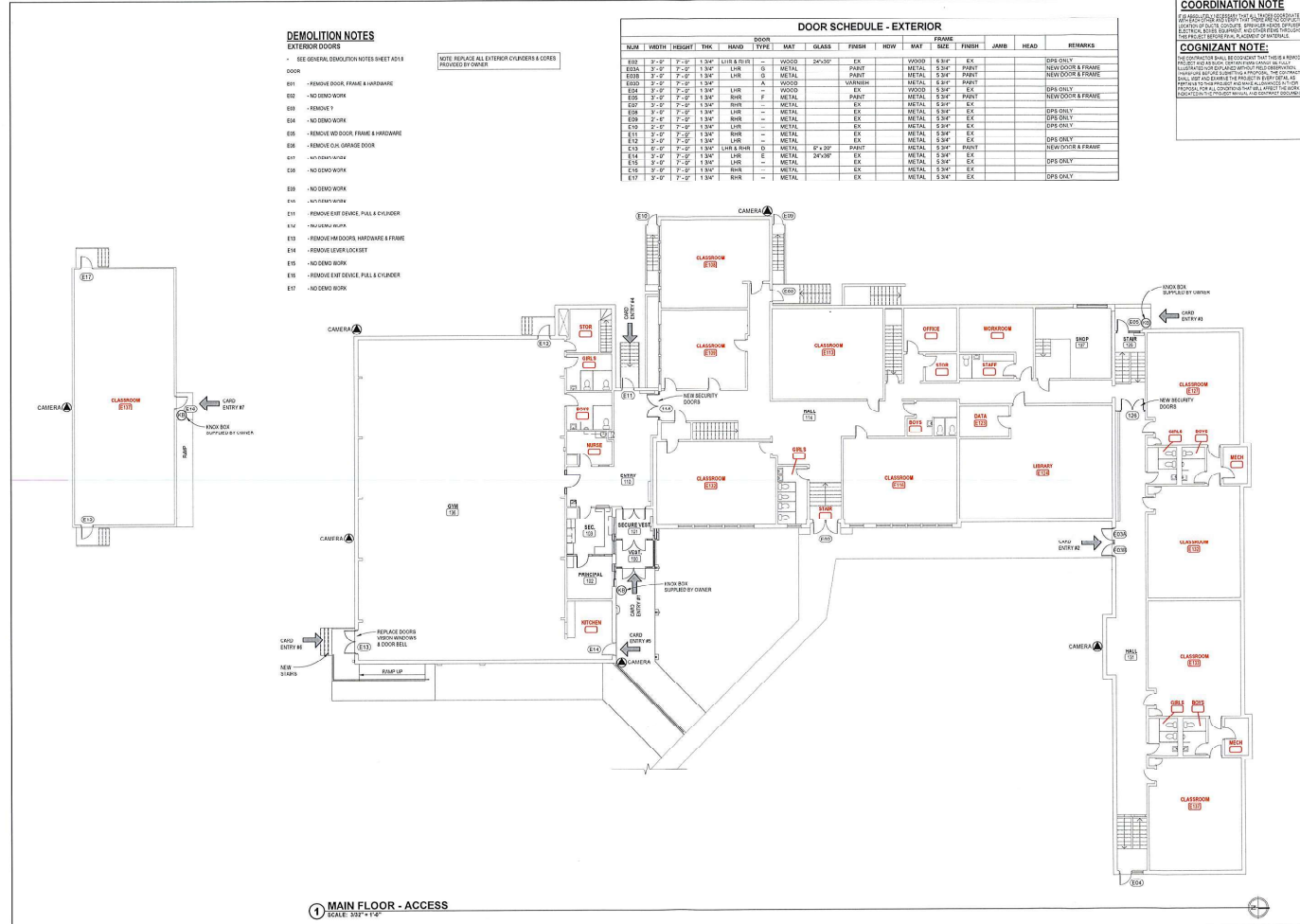
CROSSMAN WHITEHORN & SIFIN P.C.
300 POND STREET
FALL RIVER, MA 01931
TEL: 508/663-1100
WWW.CROSSMANWHITEHORN.COM



HELENA SCHOOL DISTRICT
KESSLER ELEMENTARY SCHOOL
2420 CHATEAU ST. HELENA, MT
MAIN FLOOR PLAN - ACCESS

1048-05
DESIGNED BY: [Name]
DRAWN BY: [Name]
DATE: 05.10.2009
A1.2

1 MAIN FLOOR - ACCESS
SCALE: 3/32" = 1'-0"





THROUGHOUT THE PROJECT, THE CONTRACTOR SHALL VISIT AND EXAMINE THE PROJECT IN EVERY DETAIL PERTAINING TO THIS PROJECT AND MAKE ALL ADVANCES IN THE PROPOSAL FOR ALL CONDITIONS THAT MAY AFFECT THE INDICATED IN THE PROJECT MANUAL AND CONTRACT DOCUMENTS.

A1.1



Superintendent
Tyler Ream, Ed. D
324-2001

Business Manager
Janelle Mickelson
324-2040

Board of Trustees Meeting

Ray Bjork Learning Center
1600 8th Avenue

Tuesday January 14, 2019
5:30 p.m.

MINUTES

The Board of Trustees Meeting of the Board of Trustees was called to order by Chair Luke Muszkiewicz at the Ray Bjork Learning Center, 1600 8th Avenue, Helena, Montana at 5:31 p.m.

ATTENDANCE – Present unless otherwise noted

Luke Muszkiewicz, Board Chair
Terry Beaver, Board Vice Chair
Sarah Sullivan, Trustee
Jeff Hindoien, Trustee (absent – excused)
Elizabeth “Libby” Goldes, Trustee
Jennifer Walsh, Trustee
Siobhan Hathhorn, Trustee
John McEwen, Trustee
Hannah Muszkiewicz, Helena High School Representative
Zyanne Cervantes, Capital High School Representative

Dr. Tyler Ream, Superintendent
Josh McKay, Assistant Superintendent
Janelle Mickelson, Business Manager
Barb Ridgway, Chief of Staff
Stacy Collette, Human Resources Administrator
Sean Morrison, Special Education Administrator
Kalli Kind, Director of Support Services
Jane Shawn, Helena Education Association President
Pat Boles, IT Administrator

Guests:

Lisa Cordingley, Helena Education Foundation

Steve Thennis, Helena High School Principal

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Luke Muszkiewicz called the meeting to order at 5:31 p.m. and led the Pledge of Allegiance.

II. REVIEW OF AGENDA

Trustee Libby Goldes asked to move minutes to action item number five.

III. EDUCATOR & STUDENT RECOGNITIONS

A. David McKim, Helena High School, Science Olympiad Coach was introduced by HHS Principal Steve Thennis. Coach McKim introduced the following state first place winners; Jonathan DeWald and Owen Cleary who was first place in Chem Lab, Heath Caldwell and Izzy Kosena who were first place in Fossils, Heath Caldwell and Robert Stimpson who were first place in Geologic Mapping, and Izzy Kosena and Jeri Wilkerson who were first place in Wright Stuff.

B. Buffy Smith, Helena High School teacher, was introduced by HHS Principal Steve Thennis. She was selected to be Congressman Gianforte's Spirit of Montana recipient.

IV. GENERAL PUBLIC COMMENT

None.

V. NEW BUSINESS

A. Items for Action

1. Elementary general fund budget amendment resolution due to an unanticipated enrollment increase was addressed by Janelle Mickelson. This being the final step to adopting the budget amendment.

Motion: Sarah Sullivan moved to approve the Elementary General Fund Budget Amendment. Libby Goldes seconded the motion.

Public Comment: None

Board Comment: None

Vote: 7-0 The motion carried

2. Approval of Counselor, Nurse, and Librarian Evaluation Tools
Stacy Collette presented the information. For years, the other licensed staff have been evaluated with the teacher rubric, this is more aligned with the professional standards for their specific occupation.

Motion: John McEwen moved to approve the evaluation tools. Siobhan Hathhorn seconded the motion.

Public Comment: None

Board Comment: None

Vote: 7-0 The motion carried.

3. HSD Policy 7012: Procurement of Supplies, Materials, Equipment, and Services Using Federal Funds

Barb Ridgway presented the policy on the second reading.

Motion: John McEwen moved to approve Policy 7012. Libby Goldes seconded the motion.

Public Comment: None

Board Comment: None

Vote: 6-0 The motion carried

4. HSD Policy 2035: Federal Funding and Title I, HSD Policy 4040: School, Student, Parent, Family, and Community Engagement in Education, HSD Policy 5105: Conflict of Interest, HSD Policy 7053: Food Services Procurement.

Barb Ridgway presented the policies with no additional changes.

Motion: Sarah Sullivan moved to approve Policies 2035, 4040, 5105, 7053. Terry Beaver seconded the motion.

Public Comment: None

Board Comment: None

Vote: 7-0 The motion carried

5. 12.10.19 Board of Trustees Meeting Minutes

Trustee Goldes corrected the minutes under the Health Benefits Committee Report to read; Trustee Libby Goldes reported that coverage of genetic therapy is under consideration.

Motion: Libby Goldes moved to approve the 12.10.19 minutes amendment. Sarah Sullivan seconded.

Public Comment: None

Board Comment: None

Vote: 7-0 The motion carried

B. Consent Action Items

1. Approval of Personnel Actions
2. Approval of Warrants
3. Approval of Out-of-District Attendance Agreements

Motion: Libby Goldes moved to approve the Consent Action Items. John McEwen seconded the motion.

Public Comment: None

Board Comment: None

Vote: 7-0 The motion carried.

C. Items for Information

1. HSD Policy 9000: Facilities Goals

Barb Ridgway presented the first reading of Policy 9000. This policy has had an initial review by the Policy Committee. The Committee believes this policy will give guidance and direction for future facility issues and projects.

2. Strategic Priorities: Mid-Year Update

Dr. Ream presented his strategic priorities with areas of opportunity that, if successfully addressed, improvement will happen across the organization. The strategic priorities were drafted to align with the mission and vision of the Helena Public Schools. The priorities were crafted through a variety of inputs to include the most recent plan and qualitative data across the 2018-2019 school year. The proprieties represent teaching and learning with priorities that are specifically aligned with our core educational responsibilities as a school district. Within teaching and learning we will ensure that each HSD student is engaged in learning opportunities that are authentic, meaningful, and relevant, ensure that every HSD graduate has multiple career, college or service options available, and ensure a culture of interdependence.

Management and operational priorities are more foundational in nature and support the educational environment of our schools. Within management and operational priorities, we will ensure that the learning of every HSD student and employee is supported by a school facility that is safe, healthy, and neutral.

For each priority, there are near-term goals, assessments and targeted outcomes, and operational plans. While near-term goals include annual goals only relevant to the school year, assessments will measure the progress, and operational plans will manage important projects in aspects like deliverables, leads, and expected delivery dates.

There are several board committees that align with the priorities to keep HSD on the right pathway, which include; the Teaching and Learning Committee, the Facilities and Maintenance Committee, and the Budget and Program Committee.

How is HSD progressing? In 2020 there are goals to ensure that the learning of every student, the instruction of every educator, and the care of ever parent is supported by a district-wide academic platform that includes essential standards, aligned proficiency scales, and leveled curricular resources both print and digital available 24/7. The goals explore, pilot and implement additional reading interventions targeted for intermediate elementary students. To date, HSD has worked collaboratively with schools to develop and implement mid-year data sessions focused on utilizing interim data to inform instructional designs.

To ensure that every HSD graduate has multiple career, college, or service options available after high school graduation, HSD has set goals to realign

statistical benchmark. Revisiting the current design, function, and the social/emotional, physical, and academic outcomes of middle school to get alignment between the elementary level and high school level, and even to the post-high school options. Exploring the design and implement course pattering to keep students on track through Algebra II is also a goal of 2020.

To ensure that there is a culture of interdependence the goal is to develop a social/emotional health tier for each level that includes formal teaching and reinforcement of proactive, researched-based programs and practices. Currently, there has been training that has expanded to the Elementary school of PAX Good Behavior Game. There is also a behavioral handbook being developed along with other goals to put the district on the right track in this area.

To ensure that the learning of every student is supported by a school that is safe, healthy and neutral to their learning, HSD plans to update the district facility plans to include the 2017 bond deliverables and an updated demographics study. Currently, HSD does have three school facilities and has delivered them on time in accordance with the commitments that were made to the community.

To ensure an aligned, balance and suitable budget HSD has come up with a goal to develop and maintain an elementary and high school district budget that supports continued development of teaching and learning and ensures sustainability for the future years. Currently, HSD has facilitated retirement incentives and reported an audit to ensure appropriate fiscal practices with complete transparency.

To ensure that each HSD stakeholder receives and has access to timely informative and relevant school and district information, HSD plans to develop a district communication plan that outlines the district's platform, practice and method. Currently, the district has enhanced social media and internal communication protocol.

A short break was called at 7:29p.m. The meeting was called back to order by Board Chair Luke Muszkiewicz at 7:35p.m.

How is the district measuring its progress? Asking questions like; are our students present and ready to learn? Are students connected to and find meaning in their learning and learning environments? Are our students growing and developing, academically, towards post-high school options?

Using baselines with targets and actual data, it will help measure different items like average daily attendance rates, rate of average student growth, or percentage of high school students remaining on target.

The next steps are to further refine project management practices by breaking down and reviewing projects at the action level while monitoring the tactics in shorter cycles. Also, to communicate strategic priorities in periodic internal communication and updating a website for the public.

D. Reports

1. **Budget & Program Committee Report**

Dr. Ream said the committee went over the year-to-date budget and reviewed the internal work versus Todd Watkins' work with updates on demographic relations and master schedules. Todd Watkins to present at next board meeting.

2. **Policy Committee Report**

Trustee Libby Goldes had nothing further to report.

3. **Facilities & Maintenance Report**

Trustee Terry Beaver reported that the committee did not meet and will meet again in February.

4. **Teaching & Learning Committee Report (TLC)**

Sarah Sullivan reported that the committee did not meet.

5. **Health Benefits Committee Report**

Trustee Libby Goldes reported that the committee discussed high deductible health plans. Stacy Collette reported that they looked at proposals for these plans and are going forward to research it further. Trustee Goldes said that Trustee McEwen is to step into this committee to offer his expertise on the topics that he has experience with.

6. **Montana School Boards Association Report**

Board Chair Luke Muszkiewicz reported that the January meeting rescheduled to March. Trustee Muszkiewicz reported that there is more AA representation, which is a step in the right direction.

7. **Helena Education Association Report**

Jane Shawn, HEA President, reported that she has come up with a list of questions/concerns and informational items. Dr. Ream and Stacy Collette has helped her prioritize and organize. Members are wanting answers to these questions.

8. **Student Representative Reports**

Zyanne Cervantes, Capital High School Representative, reported that CHS has several YAM classes being offered. Student council has asked for urinal dividers. The green club asked about using the green house to start composting. Kalli Kind explained that it's for special needs kids to access and use.

Hannah Muszkiewicz, Helena High School Representative, reported that HHS leadership council has talked about safety and security implementations and boosting campus literacy by giving away books. The National Honor Society is tutoring for finals for underclassman. There is a weld-off between CHS and HHS to build awareness. Hannah also addressed the mold/water damage issue in the choir room.

VI. SUPERINTENDENT'S REPORT

Dr. Tyler Ream mentioned that there is no school for PAL tomorrow due to a septic line issue. He mentioned that CHS and HHS accumulative GPA for athletes is outstanding at both schools. Dr. Ream also stated there would be trivia supporting Helena Education Foundation at the Staggering Ox sponsored by the Rotary Club on January 16th.

VII. BOARD COMMENTS

None

VIII. ADJOURNMENT

There being no other topics for future meetings and no public comment on issues not on the agenda, the meeting adjourned at 8:47 p.m. The next Regular Board Meeting will be held on February 11, 2020.

Respectfully submitted,

Luke Muszkiewicz, Chair

Jessica Evans, Recording Secretary

Date

PERSONNEL ACTIONS
January 15, 2020 – February 11, 2020

CERTIFICATED PERSONNEL

Appointments

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Hurley, Amy	2/26/2020	HMS/PE Teacher	\$287.80/day*
Robertson, Quinci	2/27/2020	Smith/Grade 4	\$224.32/day*

*Temporary Contract: Contract expires at the discretion of the District or 6/10/2020 whichever occurs first.

Terminations/Retirements

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Dellwo, Doug	06/10/2022	CRA/Mathematics	Retirement

<u>Name</u>	<u>Term</u>	<u>Location/Assignment</u>	<u>Type of Leave</u>
Hicks, Lindsay	2020-2021	Hawthorne/Grade 1	LOAWOP
Swenson, Elizabeth	2020-2021	Hawthorne/Special Ed./Resource	LOAWOP

Change in Contract

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
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**Temporary Assignment*

CLASSIFIED PERSONNEL

Appointments

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Atherton, Jake	02/11/2020	IT/Senior Network Administrator	\$81,705.00/yr.
Hamlin, Barbara	02/03/2020	Central/Para Educator	\$13.35/hr.
Juneau, Andre	01/17/2020	CHS/Custodian	\$16.01/hr.
Koplin, Cody	02/06/2020	Central/Para Educator	\$13.09/hr.
Lachere, Mary Molly	01/22/2020	4-G's/Para Educator	\$14.66/hr.
Lowney, Edward J	01/22/2020	HMS/IEFA Tutor	\$14.73/hr.
Parmer, Randy	02/11/2020	IT/Senior Systems Administrator	\$83,541.00/yr.

Schmidt, Crystal	02/03/2020	Transportation/Admin. Secretary	\$16.46/hr.
Schultz, Heather	01/21/2020	Bryant/Para Educator	\$13.09/hr.*
Talia, Jamie	01/27/2020	4-G's/Para Educator	\$12.23/hr.
Thompson, Heather	01/30/2020	PAL/Temporary Admin. Secretary	\$17.33/hr.*

**Temporary Assignment*

Terminations/Retirements

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Christopher, Linda	06/10/2020	RBLC/Para Educator	Retirement
Jordan, Mary	01/29/2020	PAL/Administrative Secretary	Resigned
Tillo, Vickie	06/10/2020	Warren/Para Educator	Retirement

Leaves

<u>Name</u>	<u>Term</u>	<u>Location/Assignment</u>	<u>Type</u>
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SUPPLEMENTARY CONTRACT ASSIGNMENTS

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Location</u>	<u>Amount</u>
Charlton	Bret	Track-Asst Girls	Capital High	\$3,210.00
Bloyder	Mikayla	Track-Asst Girls	Capital High	\$3,210.00

ACKNOWLEDGE OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(HELENA RESIDENT STUDENTS ATTENDING OTHER SCHOOL DISTRICTS)

Discretionary:

Grade	District of Attendance
3	Clancy
3	Clancy
7	Clancy

Running Total of Acknowledged Out-of-District Attendance Agreements
(Helena Resident Students Attending Other School Districts)

Grade	Clancy	Cascade PS	Townsend K-12	Jefferson HS	Total
K	1				1
1	4				4
2	3				3
3	3				3
4	2				2
5	2				2
6	4				4
7	5				5
8	2				2
9					0
10					0
11					0
12					0
					<hr/> 26

APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS (NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

[illegible]

APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

11	Jefferson High School	Montana City	Helena High School
11	Jefferson High School	Montana City	Helena High School
11	Jefferson High School	Montana City	Helena High School
11	Jefferson High School	Clancy	Helena High School
11	Jefferson High School	Clancy	Helena High School
11	Jefferson High School	Clancy	Helena High School
11	Jefferson High School	Clancy	Helena High School
11	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Boulder	Capital High School
12	Jefferson High School	Clancy	Capital High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Jefferson City	Helena High School
12	Jefferson High School	Clancy	Helena High School

APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Running Total of Out-of-District Attendance Agreements

Grade	Address								Total
	East Helena	Clancy	MT City	Jefferson City	Boulder	Elliston	Avon	Out of State	
K	3					1			4
1									0
2									0
3									0
4									0
5	1								1
6	2								2
7		1							1
8		1							1
9	18	45	2	2			1		68
10		23	2		1				26
11		16	7						23
12		12	3		1			2	18
	24	98	14	2	2	1		2	144

Board of Trustees Meeting

Overview of Request for Proposals Process for the 7th Avenue Gymnasium



C. Information Item

1. 7th Ave. Gymnasium RFP Process

Background:

Following a report to the Board of Trustees last November, a Request for Proposals (RFP) process was designed that specifically relates to the Helena Public Schools 7th Avenue Gymnasium property. The attached outline describes the purpose, process, components and timeline for this developing RFP.

Considerations:

- This agenda item is listed as informational. The purpose of this presentation and discussion is to generate feedback to help inform the final design of this Request for Proposals process.

Proposed Next Steps:

Once the feedback of Trustees has been incorporated, a formal Request for Proposals document will be created and publicly posted. The expected deadline for proposals is Monday, August 31, 2020.

Request for Proposals

Overview Document for 7th Avenue Gymnasium



Background:

Completed in 1908, the 7th Avenue Gymnasium predates the former Central School facility that was replaced in 2019. Listed in the National Register of Historic Places, the gymnasium housed generations of Helena youth in association with Central School and local youth athletics. The 15,000-square-foot building was recently assessed as part of a multiphase feasibility study to explore potential future uses for the gymnasium. The study found that the building is generally sound as a structure and depending on the intended use, would require an investment ranging from an estimated \$500,000 to \$3.7 million. The Helena Public Schools are seeking community partners that have a vision and need for the use of the 7th Avenue Gymnasium. Through a multistage Request for Proposals (RFP) process, the Helena Public Schools intend to identify a viable partner that would be able to acquire the property and repurpose the facility in a manner that benefits our Helena community.

General Description of Process:

Below is an outline of the expected Request for Proposals (RFP) process. This multistage process provides interested organizations with the time needed to consider potential use and submit a provisional proposal. If tentatively awarded, the organization would then have the time needed to develop formal plans and obtain the necessary funding. Upon final award, construction associated with finalized plans would begin followed by the reopening of the repurposed building.

- Phase I: Request for Proposals
An application packet would become publicly available for interested parties providing information related to both the building and the application process. Specifically, several components will be requested as part of each proposal (as outlined below).
- Phase II: Tentative Award
A team of highly qualified internal and external representatives will review and select one proposal for recommendation to the Board of Trustees. Proposals will be weighted to prioritize specific aspects including Community Orientation (see below) and the availability of fiscal resources to complete needed renovations. If approved by the Board, the awarded organization will be provided a mutually agreed-upon amount of time needed to satisfy stipulations required for final award.
- Phase III: Funding and Design Phase
The awarded organization will be provided a mutually agreed-upon amount of time to complete full plans, fundraising and any other stipulations required for final award. As a safeguard, this phase should not last longer than 12 months. Once completed, the representative review team would conduct a final evaluation prior to recommendation to the Board of Trustees
- Phase IV: Final Award
The Board of Trustees will make a final award decision based on whether or not the awarded organization successfully satisfied the agreed-upon requirements associated with the Funding/Design Phase.
- Phase V: Renovation
With final award, the receiving organization will be free to begin renovations of the 7th Avenue Gymnasium.

Proposal Timeline:

Once approved by the Board of Trustees, the anticipated RFP process will commence providing interested organizations with several months to consider their proposal. Should the representative review team select one proposal for tentative award, that organization will work with the Helena Public Schools to determine an appropriate time period for the Funding/Design Phase.

- Phase I: Request for Proposals (Post through August 2020)
- Phase II: Tentative Award (September/October 2020)

- Phase III: Funding and Design Phase (TBD)
- Phase IV: Final Award (TBD)
- Phase V: Renovation (TBD)

Proposal Components:

By design, the initial proposal will require a blend of information related to both the partner organization and their proposed use of the 7th Avenue Gymnasium. Each of the below areas will be required as part of each written proposal.

- Mission, vision and general description of the partnering organization
- Description of the expected use including occupancy, timeline and community orientation
Note: Community orientation is a noted part of the proposal process as the Helena Public Schools intend to ensure that the future use of the 7th Avenue Gymnasium benefits our Helena Community (including the surrounding neighborhoods). Exclusions include uses that violate our commitment to alcohol and tobacco free campuses.
- Description of intended physical renovation
Note: Fully developed renovation plans are not required in Phase I. Rather, a detailed description and conceptual images suffice
- Financials for the partnering organization including the current financial status and the organization's expected future financial outlook
- Financials for project including as needed, fundraising plans, loan obtainment, etc.
- Plans to sustain the expected use of the 7th Avenue property including maintenance of programming and preservation/upkeep of the building

Review Team:

In order to ensure an appropriate, wholistic analysis of each submitted proposal, the Helena Public Schools will seek to create a review team of external and internal representatives. Scheduled for fall of 2020, this representative review team would gather to discuss, question, and evaluate each submitted proposal with the aim of recommending one proposal to the Board of Trustees for award.

Potential Members of the Review Team may include any/all of the below:

- Helena Public Schools Board of Trustee Representative(s)
- Member(s) of the Central School community
- Member(s) of the Central School staff
- Local architect and contractor that are familiar with the renovation of historical buildings
- Representative(s) from the Lewis & Clark County Historical Society and/or a local historian that is an advocate for the reuse of the 7th Avenue Gymnasium
- Member(s) of the Helena Area Chamber of Commerce
- Local realtor that specifically serves the surrounding neighborhoods

Unresolved Needs/Questions

- (Need) Assessed value of the 7th Avenue property including land-only and land with the existing gymnasium
Note: This assessment process is ongoing
- Long-term lease designed to ensure that the building/property reverts to the Helena Public Schools should the leasing organization not uphold the tenants of their proposal