



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 December 11, 2018

5:30 p.m.

AGENDA

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. 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.*

III. REVIEW OF AGENDA

IV. RECOGNITIONS/PRESENTATIONS

- a.** Student Recognition (See Attached)
 - i.** State Science Olympiad Winners
 - ii.** Congressional App Challenge State Winners
 - iii.** Capital High School Girls Volleyball State Champions
- b.** Presentation (See Attached)
 - i.** One-hundred Day Findings – Tyler Ream, Ed.D

V. NEW BUSINESS

- a. Items for Action** (*The Board of Trustees will accept Public Comment on the Following Items*):
 - i.** Approval of Minutes (See Attached)
 - 1.** Board Meeting 11-13-18
 - ii.** Unanticipated Enrollment Increase Budget Amendment Resolution (See Attached)
 - iii.** Policy 4330: Community Use of School Facilities (See Attached)
 - iv.** Consideration and Approval of 2019/2020 Out-of-District Student Tuition Rates (See Attached)
 - v.** Jim Darcy Elementary Safety and Security (See Attached)
 - vi.** Bryant Elementary Safety and Security (See Attached)
 - vii.** Bryant Elementary Asbestos Abatement (See Attached)
- b. Consent Action Items (See Attached)**
 - i.** Personnel Actions
- c. Items for Information (See Attached)**
 - i.** Policy 3005 Bullying, Harassment, Intimidation & Hazing Prevention & Reporting
 - ii.** Policy 5015 Bullying, Harassment & Intimidation Prevention & Reporting

- iii. Policy 7405 Procurement Card Use
- iv. Policy 4330P Community Use Facilities Administrative Procedures

d. Reports

- i. Budget & Program Committee Report
- ii. Policy Committee Report
- iii. Facilities & Maintenance Report
- iv. Health Benefits Committee Report
- v. Montana School Boards Association Report
- vi. Helena Education Association Report
- vii. Student Representative Reports
- viii. Transportation & Safety Report

e. Bond / Project Update

VI. SUPERINTENDENT'S REPORT

VII. ADJOURNMENT

Next Regular Board Meeting: January 8, 2019

Next Work Session: January 22, 2019: Rossiter Elementary

State Science Olympiad Winners

Ethan Davidson (Sound of Music)

Lauren Hebling (Sound of Music)

Peter Lund (Protein Modeling)

Blaise Murphy (Protein Modeling)

Congressional App Challenge State Winners

Kyler Nelson

Andrew Stroop



MHSA TEAM ROSTER FOR VOLLEYBALL

Team: **Capital High Bruin Varsity**

Light #	Dark #	Team Member	Height	Grade
1	1	Audrey Hofer S	5'7"	10
2	2	Kerste Pierce L	5'4"	12
4	4	Emily Kidder MH/OPP	5'11"	12
7	7	Mashayla O'Malley OH/DS	5'7"	11
8	8	Kinzie Quintana OPP/DS	5'9"	12
10	10	Madi Davis MH	5'9"	11
11	11	Nicole Ames OH/DS	5'10"	12
16	16	Sarah Ashley OH	5'11"	11
17	17	Dani Bartsch OH/MH	6'1"	10
20	20	Aryana Ridlon OPP	5'9"	11
21	21	Paige Bartsch MH	6'4"	10
22	22	MacKenzie Poteet OH/OPP	5'11"	11
26	26	Kennedy Pocha DS	5'5"	9

Contact Information/Additional Team Personnel	
Head Coach: Rebecca Cleveland	Superintendent: Tyler Ream
Assistant Coach: Kellie Dold	Principal: Brett Zanto
Assistant Coach: Paula Jones	Activities Director: Tim McMahon
Assistant Coach: Tara Thompson & Maree Toscano	Trainer: Shawn Ruff
Student Managers (include filmers): Nevada Strandberg & Jaida Salois	Band Director: Duane Zehr
	Mascot: Bruins
	School Colors: Brown and Gold
Please list administrator(s) – including their cell or contact numbers - who will be in attendance to address crowd control/sportsmanship issues: Brett Zanto- 431-3847 Kathy Kidder 431-3180 Walt Chancy-459-2381 Tim McMahon (AD) 431-8312	

One-Hundred Day Snapshot

Helena Public Schools Board of Trustees Meeting – December 11, 2018



Stats on One-Hundred Day Entry Plan

- 64 school visits/walkthroughs
- 13 staff meet/greets
- 102 community meetings/presentations

Significant Areas of Strength

- Robust community support
- Effective educators with a strong commitment to the children and families of Helena
- Strong and consistently improving instructional/academic foundation
- Above average retention rates (teachers and principals)
- Fiscally-responsible leadership

(Short-Term) Areas in Need of Attention

- **Internal and External Communications:** Collaboratively develop a system-wide communications plan that redesigns HSD communications practices including revised print, social media and media practices
- **Multi-Year Budget Outlook:** Develop and communicate a transparent, multi-year budget outlook that assists our educators and community in understanding our current investments and forthcoming fiscal direction
- **Rooted in Service:** Ensure that district supports are dynamic, fluid and adjust according to the needs of our students and educators
- **Solidify Instructional Framework:** Continue to build upon our instructional framework to continually strengthen the three foundational elements of 1) planning/design, 2) teaching/learning and 3) reflection/adjustment

(Long-Term) Areas of Opportunity

- **Continually Address Facility Needs:** Continually work to address significant district-wide facility needs through the development of a long-range facility plan. This effort will begin with delivering on our promise to our community to rebuild Central Elementary, Bryant Elementary and Jim Darcy Elementary and enhance campus safety/security throughout the district.
- **21st Century Learning Environments and Opportunities:** Develop a community-wide, near-term vision for aligning the comprehensive nature of PK-12 education with opportunities upon high school graduation. This effort will result in specific, dynamic pathways, aligned content/resources, dynamic, relevant environments and community-based partnerships.
- **Ensure Opportunities:** Develop and regularly report markers of learner progress (academic, social and emotional) to ensure that we deliver on our promise of opportunities upon graduation
- **Reach Through Relevance:** *Student Inputs + Matched Resources/Strategies = Personalized, Relevant Learning Opportunities*
Strategically develop our instructional/academic program to build upon our essential standards by providing our educators and students with:
 - Actionable student inputs (academic, social and emotional)
 - A dynamic, continually-evolving repository of matched, relevant resources



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Board of Trustees Meeting

Ray Bjork Learning Center
1600 8th Avenue

Tuesday November 13, 2018

5:30 p.m.

MINUTES

The Board of Trustees Meeting of the Board of Trustees was called to order by Chair Sarah Sullivan at the Ray Bjork Learning Center, 1600 8th Avenue, Helena, Montana at 5:33 p.m.

ATTENDANCE – Present unless otherwise noted.

Sarah Sullivan, Board Chair
Terry Beaver, Board Vice Chair
Tyler Emmert, Trustee
Jeff Hindoien, Trustee – Excused
Luke Muszkiewicz, Trustee
Elizabeth “Libby” Goldes, Trustee
Sanjay Talwani, Trustee
Jennifer Walsh, Trustee – Excused
Aurora Boutin, Helena High School Representative
Mariah Thomas, Capital High School Representative

Dr. Tyler Ream, Superintendent
Josh McKay, Assistant Superintendent
Janelle Mickelson, Business Manager
Barb Ridgway, Chief of Staff
Pat Boles, Technology Administrator
Stacy Collette, Human Resources Administrator
Kalli Kind, Facilities Administrator – Excused
Jilyn Chandler, Data & Assessment Administrator
Joslyn Davidson, Curriculum Administrator

Sean Morrison, Special Education Administrator
Sean Maharg, Special Education Administrator
Kim Stout, HEA President
Lisa Cordingley, Helena Education Foundation Director
Tim McMahon, Activities Administrator
Erin Maxwell, Ray Bjork Learning Center Administrator

Guests:

Rich Whitney, Hulteng CCM
Klint Fisher, SMA Architects
Scott Deitle, Dowling Studio Architects
Gretchen Krumm, Mosaic Architects
Miranda Parisi, Ray Bjork Learning Center
Shannon Beck, Ray Bjork Learning Center
Lisa Lewis, Ray Bjork Learning Center
Christine Trefzger, Ray Bjork Learning Center
Beth Sanguine, Ray Bjork Learning Center
Jeri Rittel, Project for Alternative Learning
Renee Driessen, Project for Alternative Learning
Clay Scott, Helena MT
Jenna Eisenhart, Lead Therapist, Shodair Children's Hospital
Vaughn Kauffman, Principal/School Psychologist, Shodair Children's Hospital
Dr. John Brewer, Director of Outpatient Services, Shodair Children's Hospital
Harry, Special Education Teacher, Shodair Children's Hospital
Nate, Teachers Assistant, Shodair Children's Hospital
Andrea Wilson, Teachers Assistant, Shodair Children's Hospital
Ericka Vallance, Helena MT
Larisa Reynolds, Helena MT

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Sarah Sullivan called the meeting to order at 5:33 p.m. and led the Pledge of Allegiance.

II. GENERAL PUBLIC COMMENT

No public comment

III. REVIEW OF AGENDA

New Business Item 4-c (Personnel Matter) will be moved to the end of the meeting and will be conducted via closed session.

IV. RECOGNITION/PRESENTATIONS

1. HEF Grant – Podcast of Our Lives: Lisa Cordingley

Lisa Cordingley presented regarding the Helena Education Foundation Great Ideas Grants. The grants run in two cycles per year of \$20,000 each cycle. The total grant money awarded in funded projects to date is \$659,035.54. Those grants have included 136 funded projects at the high schools, 53 at the middle schools, 12 at PAL

and 139 at the elementary schools. Jeri Rittel, Renee Driessen and Clay Scott presented their new grant “Podcast of Our Lives.” In the spring of 2018, Jeri Rittel and Renee Driessen were awarded funds to pursue their project “The Podcast of Our Lives” which had an additional feature of them building on a grant that was received 5 years ago when they had purchased sound equipment, microphones, handheld recorders, etc. They have been able to base this project on the use of the equipment purchased with their previous grant. This grant is to provide funds to bring Clay Scott to work with the students at PAL. Clay Scott is an Emmy Award-winning, freelance journalist and radio producer based in Helena. He created and produces *Mountain West Voices*, a weekly radio series that airs on several radio stations including *Montana Public Radio* and *Yellowstone Public Radio*. MWV features stories of individuals and communities throughout the Rocky Mountain West. For many years Clay was an international journalist, both in television (*ABC News*) and radio (*Christian Science Monitor Radio*). He has covered wars and conflict in the former Yugoslavia, the Middle East, Russia, and Africa. He has won many awards for his war correspondent work, including an *Emmy Award*® for reporting from Kosovo. Prior to creating *Mountain West Voices*, Clay was a columnist for *Montana Magazine* and a radio correspondent on the program “*Living on Earth*” for *National Public Radio*. The “Podcast of Our Lives” is an opportunity for students to tell their own stories. It validates who they are and helps them find themselves and begin the healing process and provides trust. The students start looking forward in their lives instead of only looking back. Trustee Libby Goldes stated that she was able to hear the presentation that was done at the Myrna Loy. It helped her see the challenges in students lives and helps inform people, such as the School Board, how their decisions impact the lives of students. Trustee Luke Muszkiewicz stated that there are 3 of the podcasts available to stream on the Myrna Loy website and wondered if any more were available, to which Mr. Scott stated not yet. However, in the near future there may be a website that contains all of the podcasts. Board Chair Sarah Sullivan stated she also attended the presentation at the Myrna Loy and how powerful of an experience it is to hear the voices of the students and provides a tremendous opportunity for more to be done. It is wonderful that the Helena School District has been able to utilize the services Clay has to offer. Board Chair Sullivan also thanked Lisa Cordingley for all of her hard work and provided a reminder that Great Conversations occurs the next evening.

2. Special Education Update and New Programming: Sean Maharg and Sean Morrison

Dr. Tyler Ream introduced Sean Maharg and Sean Morrison and spoke briefly about there being two new programs for Special Education this year, Shodair and the Trailhead Program. Sean Maharg and Sean Morrison presented on the Special Education Programming Update. The topics for the presentation included District, Building and Trend Data over the past 5 years, Plans to address increasing needs across the district, Spotlight on Day Treatment: Therapeutic Learning Center at Shodair, Spotlight on Functional Skills Programming at Trailhead and the Continuous Improvement needed moving forward. The Special Education Department tracks trend data across the district. There were 69 children in the district in 2013 with

Autism and as of this morning, there are 151 children with Autism in the district. Data is continually being collected to be able to serve the children in our district better and is analyzed on a monthly basis for yearly analysis moving forward. There are three main areas of concern: Autism, Emotional Disturbances, and Formal Speech/Language Services. There are 13 different categories but they are only highlighting the high incident categories today so as not to identify particular students within our district. There was a breakdown by building provided. The percentage of students at Warren Elementary School receiving Special Education Services is lower than most of the schools and is most likely due to the work that staff is doing internally. A workload analysis is also done to see how many minutes are served, the type of work that goes along with serving minutes (such as paperwork) and helps track the fluidity of the services provided. This was done three times last year and they will continue to track again this year. The Special Education Department has been having meetings with building Administrators and staff and ask the questions: what is going well, what the needs are district wide and how to best support our students. This has helped bridge communication and allows staff to have their voices heard by Administration. Strategic planning meetings have also been taking place and there are currently 41 members of the strategic planning team. There are four working groups and they meet several times per year. The team focuses on increasing the programming continuum to address functional skills programming and availability of placements for students with therapeutic needs.

The Therapeutic Learning Center (TLC) at Shodair distinguishes the day treatment services from other layers of care at Shodair. It emphasizes both the therapeutic and academic aspects of the programming and provides a space where kids receive tender, loving care every day. The TLC program increases the availability for students who need a therapeutic day treatment setting. Currently, the TLC program serves students in grades K-5 with classes split by age. This program combines the Helena Public Schools curriculum with therapeutic support and provides cross training for school staff and Shodair staff. Jenna Eisenhart, the Primary Lead Therapist at Shodair, spoke about the development of the TLC program. The main goal is to tackle issues that prevent students from learning and intertwine therapeutic services with the education component to best serve the students throughout the school day. Dr. John Brewer, Director of Outpatient Services and Vaughn Kauffman, Principal and School Psychologist, presented about the family component and availability of services. There are two classrooms currently. Each classroom has a therapist, special education teacher, teacher assistant, and behavior coach. They are currently able to serve 18 students in the TLC program. There is also a specific area for kids to calm down. This room has sensory items, a mural on the wall and they have found that students request to go to that room. There are specific targeted interventions that they use to help kids succeed and get through daily struggles. There is a positive to negative ratio to focus on when students are doing what they need to be doing versus constant negative and refocusing. Common brief interventions are used to emphasize a positive environment. The TLC program is using the Helena School District curriculum, they are purchasing chrome books for student use for the technology aspect and focus on making their classrooms an extension of the Helena School

District to aid in easier transitions for students back to their home school. The parent of one of the students attending the TLC program addressed the Board and spoke about the wonderful help her son Cooper has received by the TLC Program. She wanted to thank Helena Public Schools for making this intense therapeutic service available to her son and the staff of Shodair for assisting Cooper in the transition.

The Trailhead Program is a Functional Skills Program that the District began this fall. Miranda Parisi, Trailhead Program Teacher and Erin Maxwell, Ray Bjork Learning Center Administrator have spearheaded this program. Sean Maharg acknowledged the hard work and dedication by all of the Trailhead staff. Miranda Parisi and Erin Maxwell presented information regarding Trailhead. Trailhead emphasizes on the early intervention aspect of the programming. Students attending the Trailhead Program have high cognitive ability. From the Trailhead Program, students embark on their individualized paths in education and it embodies the spirit of what we are doing for our kids. This program provides early intervention for students age 3 to 1st grade. It serves students with low adaptive, social/emotional functioning, verbal and non-verbal ability and communication skills who show observable cognitive abilities. The program helps shape positive behavior and focuses on school readiness skills. There is a professional learning community approach with daily staff meetings that center around student data and staff response. These meetings occur at the beginning and end of each day. Staff use applied behavior analysis (ABA) to implement techniques based on the principles of learning to change behavior. The District's Board-Certified Behavior Analyst, Shelley Burbank, has helped in the program and regularly consults with staff and family members. The Trailhead Program is staffed with specifically trained employees, including a certified Special Education Teacher and four para-educators. The focus on academic and social growth of the students provide opportunities throughout the day to learn and practice new social skills. Students are gaining school-readiness skills and having exposure to the district's core curricular resources. Pacing and differentiation is individualized for small groups and also by each student. There has been a downward trend to the number of minutes of unexpected behaviors, kids are sitting in groups, having lunch together, communicating and interacting with each other, and practicing social skills. With behaviors out of the way, students are able to advance with academic growth and continue moving towards where they need to be with their peers. The parents of the students attending the Trailhead Program are an integral part of the program and provide invaluable information regarding the needs of their children. Ericka Vallance is the mother of Chance, a student in the Trailhead Program. He was diagnosed at an early age with autism with severe developmental and language delays. Chance has struggled with being able to communicate and has not been ready to attend normal school classes. Ms. Vallance notes how happy Chance is to go to school, has a smile at the end of the day, is happy to unpack his backpack and begin his next steps at home. Prior to the Trailhead Program, it was difficult to get Chance to engage in school and he would not stay more than a few hours. Ms. Vallance noted that she has stopped into the school and witnessed Chance sitting at a table with his peers, engaging with his teacher and classmates, waiting his turn, laughing and socializing, and speaking his answers clearly and correctly. "These are monumental strides

forward!” She thanks the Helena School District and the “Dream Team” of staff for this program and the miracles she has witnessed in her child. Larisa Reynolds, mother of Anora, who is in the program as well, provided her testimony. “My daughter tends to live in her head. My experience as her parent has been an incredibly lonely journey. Since beginning the program, I immediately noticed a change in her. She started actively engaging in the world around her. She began initiating greetings without prompting.” Ms. Reynolds spoke about how this is the beginning of much greater things to come and she looks forward to what other accomplishments her daughter will have during the rest of the school year.

Sean Morrison spoke about the continuous improvement that will help identify the needs of our students. The programming group is projecting needs for the future using district data. Sean Maharg spoke of how the Special Education Department is taking a fluid approach while planning programming to support the ever evolving and specialized needs of our students. The district has planned ahead to ensure that our new campuses and building updates will allow us to serve students in instructionally flexible ways while still providing the necessary physical, social and emotional accommodations. Trustee Libby Goldes stated that it was great to hear about progress made in such a brief period of time and that it is exciting to see the impact not only as a district, but also to the families of these students. She asked if there is a possibility to grow the program further than the Pre-K to First grade level. Sean Morrison stated that he hopes they can expand further as district data shows a need. They are working with IEP teams and the strategic planning team to design that option. Trustee Luke Muszkiewicz thanked the parents that spoke about their children and the passionate people that are making this program work. He asked about the percentage of students receiving services in the schools. The percentage of students in special education is based on a medical diagnosis, but the percentage of students receiving resource services can decrease dependent on the things schools are doing internally. Sean Maharg spoke about desegregating the data school by school, child by child. He stated that there are approximately 1350 students with Special Education services. Mental health needs do not stop at 5th grade. There have been discussions of expanding the TLC program to the middle and high school level. There are great needs in the middle and high schools due to adolescents and puberty. There are approximately 20 elementary students that could use higher levels of service with the Trailhead Program. Trustee Luke Muszkiewicz also asked if the Trailhead Program was working more efficiently moving from the 1-on-1 model. Sean Morrison explained that the program gives students the ability to have exposure to experiences that push independence and to interact with several adults during the school day, as well as with their peers. Luke stated that he believes it is a win-win situation to have a program that is using less resources and is best for the students. Board Vice Chair Terry Beaver asked how many kids we would be able to serve in the Trailhead Program with the existing staff. Sean Maharg noted that we would never be full. With current existing staff, we could have approximately 16 students and any more than that we would need to add staff. There are currently 11 students attending the Trailhead Program currently and we can add up to 5 more this school year with the staff we have. Adding kids however will change the dynamics of the

classroom and it takes several days for things to smooth out. It is difficult for the existing students to adapt to the changes. Student representative Aurora Boutin asked about theories for the increase in Autism since 2013. Sean Maharg states that nationwide data shows an increase of 150% in medically diagnosed Autism since 2013. At that point, 1 in 150 children were likely to be diagnosed with Autism and now the data shows 1 in 59 children diagnosed. Boys are four times more likely to be diagnosed, as well as Caucasian ethnicity. Children of African American and Hispanic ethnicity are more appropriately being identified currently than they were previously. Tools for diagnosing Autism have improved with time and children as young as 3 years old are able to be diagnosed now. Sean Morrison stated there are 1 in 5 kids with mental health needs in the United States. Sean Maharg noted that the technology component at younger ages are having a significant impact on speech and language services. Children are missing milestones developmentally due to the increase in cell phone and tablet use. "Child Find" activities have increased to 8 times per year so that we are able to work with the medical community and family connections to identify students that have special education needs. There could be 15 children that show up at Child Find and they are finding that about 70% of those kids need special education services. Board Chair Sarah Sullivan thanked the staff and asked about transitions back to the regular classrooms. Sean Morrison stated that teams are constantly looking at data. The data will show when students are ready for the process. The transition gradually happens with students going back to their home school setting. There is cross-training with teachers and para professionals in place before gradually transitioning the student. Sean Maharg stated that there is a transition plan in place which could mean that a para professional will take the student to their home school for one hour, then two hours, then four hours, etc. The student will integrate into the classroom. The staff member will cross train the home school staff and be a support system. This allows the home school staff to still have support in the transition while the dedicated para professional can fade out. Chair Sullivan asked about other special education services in the district. Sean Maharg noted that there is the Functional Life Skills Program at Four Georgians Elementary and the Positive Behavior Program at Bryant Elementary (focuses on emotional and behavioral struggles that have average to above average cognition). There is a wide continuum of services within the district.

3. Bond/Project Update

Dr. Tyler Ream introduced Rich Whitney from Hulteng CCM to discuss the process for determining finishes in the three new schools. Rich Whitney stated that we are 8 months away from the schools opening. The shells of the buildings are up and classrooms are taking shape. Each of the teams working on the schools will present the interior finishes, not including desks, chairs, etc.

Klint Fisher, with SMA, presented regarding the interior finishes for Central Elementary School. They worked on finding materials that would hold up and be durable and low maintenance. The restrooms will have tile floors, poured resin flooring and ceramic tile walls. The classrooms and hallways will have luxury vinyl tile, polished concrete, and stained concrete. Walk off mats will be used in the entry ways. The music room and library will have carpeting and acoustical ceiling tiles

(ACT) which is a sound absorbing material for the walls and ceilings. This material is paintable. The walls in the classrooms will have vinyl wall coverings that are tackable, self-healing and won't need to be repainted. Teachers can decorate the walls. The yellow and orange colors for Central School will be prominent throughout the school. There is a 4' high vinyl wainscoting being used in the hallways and corridor areas to protect the paint. This material is not easily damaged and won't peel off. The FLS classrooms will have a rubber type flooring to help with students that may be on the floor more often. The arch from the old Central School building has been installed. The top piece is 5000 pounds. The classroom doors are solid birch with a clear coat on them. The gym floor is a wood floor as well. Board Vice Chair Terry Beaver asked about the polished concrete flooring. Klint explained that it is a 3-step process to do the floors. There is a grinding process that takes place to grind the top layers off to reach the aggregate and expose the stone. There is then a hardener and a sealer that will be applied to stop any sluffing off. A stain is applied after the concrete has been poured and the final polishing will take place when construction is complete. Trustee Luke Muszkiewicz thanked Klint for the community meeting and answering community questions. He asked if there is anything that isn't as durable as needed due to budget issues. Klint stated that we are within and above industry standard for a school. The materials selected are appropriate for durability and being low maintenance. There is a balance that has been struck and expectations are exceeded with the materials selected. All court striping will also be done by the installer before the final clear coat is placed. The sports floor system in place should last 20-30 years. The Central Elementary School "Topping-Off Ceremony" will be held on November 19, 2018 at 1:00 p.m. to place the final steel beam on the school. The students of Central School have had the opportunity to paint their handprints on that beam prior to placement.

Scott Deitle with Dowling Studio Architects presented on the interior finishes of Jim Darcy Elementary School. Most of the materials used at Central Elementary are being replicated in Jim Darcy. The high traffic areas will have a medium density fiber board (MDF) placed that can be painted a dark color. The doors will also be a darker colored birch with the elevator having a lighter toned wood paneling. They are also using the Acoustical Ceiling Tiles for the music spaces. The gymnasium will have dark blue bleachers with orange incorporated. The gym will also include a music room and stage so it will be a 3-in-1 space. There will be a dark blue divider curtain to close off a portion of the gymnasium. This gym will be able to seat up to 1,000 people. There will be black curtains to separate the gym from the stage space. The bathroom areas will have white wall tiles and grey floor tiles. The toilet partitions will be vandal resistant and longer lasting. All folding partitions will be a tackable surface and teachers will be able to combine two spaces together into one large teaching area as needed. There will be two different laminate colors for counter tops and cabinets and linear strips will be used as accent spaces. The carpeted areas will have the Jim Darcy blue and yellow accent colors and two-tone grey. The window shades will have a 1% opening. Board Vice Chair Terry Beaver asked about the use of protective cages for the gym lighting. Scott stated that the lighting is

placed above rafter height so there is no need for protective cages and the lighting lenses will be impact resistant.

Gretchen Krumm, with Mosaic Architecture, presented the interior finishes for Bryant Elementary School. Bryant will have a breakout space for each grade level and this will be color coordinated making it easier for students and family members to locate their grade. Green is kindergarten, blue is first grade, purple is second grade, burgundy is third grade and fourth/fifth grades will be gold colored. The common spaces will bring all the colors together. There will also be polished concrete floors at Bryant. There will be plastic laminate in all hallways that is green and white and a tackable surface on the walls. The music room will be carpeted and there will be acoustical material used between the music room and the stage. The rings in the library function as the accent center of the trusses. The library will have reading nooks for students. On any elevated areas there will be a linoleum material used to help distinguish changes in grade on the walkways. The sky bridge will also have linoleum and will be lined on one side with a seating bench.

The architects have used the main district paint colors so that it does not present a problem with needing to find paint when it becomes necessary to repaint.

V. NEW BUSINESS

1. Items for Action (*The Board of Trustees will accept Public Comment on the Following Items:*)

a. Approval of Minutes

i. Board Meeting 10-9-2018

Motion: Luke Muszkiewicz moved to approve the 10-9-2018 minutes. Libby Goldes seconded the motion.

Public Comment: None

Vote: 6-0 The motion carried

b. Budget Amendment Proclamation and Petition to the State Superintendent

i. Janelle Mickelson stated that if the enrollment in October (or in the spring) is greater than what was used to establish our budget authority by 4% or 40 students then we can petition the state for additional Direct State Aid. In elementary level, we had an increase of 98 students and we are eligible for additional state aid of \$130,000. If we do the petition to the state we can increase our elementary budget authority by that much. We currently are at 37 additional students in the high schools so can't apply for additional funding until we have 40 students. Trustee Luke Muszkiewicz thanked Janelle for her write up and explanation.

Motion: Luke Muszkiewicz moved to approve the Budget Amendment Proclamation and Petition. Terry Beaver seconded the motion.

Public Comment: None

Vote: 6-0 The motion carried.

- c. Personnel Matter – *(This portion of the meeting was closed because the demands of individual privacy clearly exceed the merits of public disclosure. MCA 2-3-203)*

2. Consent Action Items

- a. Personnel Actions
- b. Ratification of Electricians, Plumbers, Pipefitters and Mechanics Collective Bargaining Agreements

Motion: Luke Muszkiewicz moved to approve the Consent Action Items. Terry Beaver seconded the motion.

Board Comment: Trustee Libby Goldes noted that the date under the Certificated Personnel *Temporary Contract needs to be changed to 6/7/2019. Trustee Sanjay Talwani asked about the number of coaches for middle school girls basketball. There are 18 coaches on the Personnel Actions. Tim McMahon clarified that these coaches are for each grade level, there are multiple teams per grade level and commonly have 3 coaches per grade level. The grade levels don't run their programs all at the same time.

Public Comment: None

Vote: 6-0 The motion carried.

3. Reports

a. Budget & Program Committee Report

Trustee Tyler Emmert reported that the committee was still working on figuring out what we offer and what the cost is. The next potential meeting will be in December when Todd is able to provide more information to the committee.

b. Policy Committee Report

Trustee Luke Muszkiewicz reported that the committee is doing a lot of good work. They are doing two things in parallel. The committee is still working on the Community Use of Facility Policy 4330. The first reading was done at the last meeting and there were no comments on it. The committee is working on Policy 4330-P which is the Administrative Procedure portion of the Community Use of Facility Policy. The 4330-P will not be provided for Board approval, but for more information regarding the policy. The committee has also began reviewing the Bullying and Harassment policy. Language has been reviewed to begin revising the 3005 Student policy and draft language has been reviewed for new policy 5015 which will be in the Personnel policies. Luke recognized the hard work Barb Ridgway has done and also Libby and Sanjay for their good input. The committee is continuing to draw from the MTSBA model policies and the existing 3005 policy. Trustee Sanjay Talwani also added that they are taking good steps towards the bullying and harassment policies and he believes they are close to hammering out a couple of things that will highlight this as a priority of the Board and allow the detail work to the Administration to implement and start filling in

the gaps. The next meeting is December 4th at 12:00 noon at the May Butler Building.

c. Facilities & Maintenance Report

Trustee Terry Beaver reported that the committee has been discussing the parking situation at Central Elementary School. Currently there are only 17 parking spots available for staff on campus and they need to have 37. The other 20 spots would be in front of residential homes and may cause problems. The committee has contacted Dennis Taylor, the city manager, and requested that 7th Avenue from Warren to Cruse Boulevard be made into a one way from east to west. The 7th Avenue block does not serve any residences as it is comprised 50% by the old Helena Independent Record building and 50% by an apartment complex that provides its own private parking lot. If we could make that a one way and put in angle parking, we would be able to come close to satisfying the needs of our staff and keep us from parking in front of residential homes. Dennis Taylor indicated he would take it to the Helena Parking Commission and they will make a decision. Once that happens, he will get back to us. There is not currently a meeting scheduled for December. Board Chair Sarah Sullivan thanked the committee and Terry for their work on this issue and for coming up with an idea that will hopefully work well for the residents and the staff.

d. Montana School Boards Association Report

Trustee Luke Muszkiewicz reported that Board Chair Sarah Sullivan, Dr. Tyler Ream and himself were present for the annual MCEL (Montana Conference of Educational Leadership) meeting that was held in Missoula. Luke and Sarah attended the MTSBA annual meeting. There was enough representation to have quorum and they were able to ratify the legislative platform. It was a good professional development opportunity for all involved. The focus now for MTSBA is getting ready for the upcoming legislative session. They have been monitoring the election results and trying to determine how that will affect the session. MTSBA advocacy staff has started to draft bill language, talk to potential sponsors of legislation and moving forward, a list of area legislature in the Helena School District boundary will be provided. Luke encourages any one with a connection to those folks to reach out to them before the session begins. Governor Bullock is a potential presidential contender and there is chatter that his focus will be on early childhood education. The challenge is determining what the Governor's administration may trade to get that. There is upcoming training on November 15th for Special Education/Disability training. There is a video option for those that can't be present. Early December (Dec. 3) there is a two-day school law and technology symposium. Board Chair Sarah Sullivan reports that her and Dr. Ream have had a phone conversation with the Governor's administration and it sounds like they have already identified a Republican and Democratic Legislator to help draft the bills for school safety

and special education funding. The AA monthly caucus meeting “The Day on the Hill” is coming up. Trustee Libby Goldes suggested having the School Board invite all of the Legislators to come to a breakfast or lunch and discuss school matters for informational purposes prior to the Legislative Session commencing.

e. Health Benefits Committee Report

Trustee Libby Goldes reported that data was presented at the last meeting from the end of the last year. There is a meeting upcoming with Stacy Collette, Janelle Mickelson, Libby and Ellen Feaver to find a consultant and drafting what they are looking for.

f. Helena Education Association Report

No report at this time.

g. Student Representative Reports

Aurora Boutin, Helena High School Representative, reported that discussion has continued about changing the requirements for the gown colors at graduation. Mr. Thennis has a parent meeting on November 14th and will discuss it also. There should be a decision about the colors no longer being gender specific by the end of the month. The fall activities have wrapped up. There were four Helena High students that were selected to attend the all Northwest Orchestra Festival. This is a music festival that typically has 5,000 applicants, of which 1,000 are selected. Four of those students are from Helena High this year. This is a multi-state music festival comprised of musicians from Montana, Idaho, Washington and Oregon. The festival will be held in Portland in February. Those students from Helena High that will be attending are Sonja Severtson, Celia Quintana, Lenny Triem and Fisher Friend. The cross-town play “Inherit the Wind” is currently playing. There is an issue with vape pens at Helena High. As a way of combatting that, there has been a discussion of removing the exterior bathroom doors. There are three new AP courses that may be added: AP Chemistry, AP Spanish and AP Research. Students that complete those courses can obtain a special diploma and college credits. Leadership meetings with students are still ongoing.

Mariah Thomas, Capital High School Representative, reported that Mr. Zanto has had a Leadership meeting with about 15 juniors and seniors that are in charge of clubs such as Science Club, Math Club, and Spirit Club. Science Club is hoping to beat their second-place finish from last year at the upcoming Science Olympiad. The Math Club has the Math Modeling Competition coming up this week. There have been some national finalists come from this competition so they are hopeful to continue that trend. The Spirit Club discussed some ugly trends about students drinking in the student section at games. The club believes that students should not be able to bring outside drinks into the stands. They started this at the last game and they believe they will continue this rule. This helps in two ways. One, it combats students

drinking alcohol from their own water bottles and two, it helps increase sales at the concession stands. Dick Paulson and the Helena High Class of 1968 donated over \$1,000 to the Bruin food pantry. The remaining budget was split between both high schools. Anna Doran, the career counselor at CHS has organized the first ever career fair for students in February. There is a possibility that new classes may be added to the course catalog for next year. They are looking at adding Engineering and some AP Computer Science courses. The PLC teams at Capital High are looking at data from the ACT Aspire testing and seeing what improvements may be necessary. Helena Education Foundation recently gave awards to Sarah Urban, Christina Sieminski and Mike Burke. Sarah Urban and Christina Sieminski were both awarded with the “Let’s Talk About Great Teachers” Award and Mike Burke was awarded a \$1,000 grant for his Unified PE course. Capital High Speech and Debate took 1st place at the meet in Great Falls. The girls’ volleyball team won state, this is the 3rd ever championship win for the team. Several of the juniors and seniors have approached Mariah about the Valedictorian status. There are currently 35+ students on track to be Valedictorians. The students feel that it diminishes the importance of being the Valedictorian when so many other students accomplish the same thing. There is discussion of going to a 5.0 GPA to help combat this issue, although they are unsure how to implement it. There is understanding that it is not something that can start in the middle of a school year and maybe not even in the middle of a high school career. Other solutions were to take other awards into consideration such as the Distinguished Student award. Dr. Tyler Ream stated that it is a tough process to go to a 5.0 GPA system. Typically, when going to this model, it would begin with an incoming 9th grade class. It is a tough discussion with good merit.

VI. SUPERINTENDENT’S REPORT

Dr. Tyler Ream mentioned that he will be at the 100-day mark in 48 hours and thanks everyone for the opportunity to serve Helena Public Schools. The Capital High School Volleyball team will get to ride the firetruck through the downtown area at 3:30 p.m. on Thursday. There is the topping out ceremony at Central School on November 19th at 1:00. They have been given permission to shut down Warren street to allow the students to be bussed in for the ceremony. Trustee Luke Muszkiewicz asked if there has been communication with the two parents that spoke at the last Board meeting with issues regarding the bussing of Montessori students. Dr. Ream indicated that there were some real discrepancies between the elementary student/parent handbook and the Montessori handbook. This has been addressed and communicated to the parents. Sarah Sullivan also added that she has spoken to one of the parents via phone as well.

VII. ADJOURNMENT

There being no other topics for future meetings and no public comment on issues not on the agenda, the meeting adjourned at 9:50 p.m. The next Board Meeting is a work session at Project for Alternative Learning on November 27th and the regular Board Meeting will be held on December 11th.

Respectfully submitted,

Sarah Sullivan, Chair

Angie Ford, Recording Secretary

Date

**UNANTICIPATED ENROLLMENT INCREASE
BUDGET AMENDMENT RESOLUTION
SCHOOL DISTRICT
COUNTY**

At the regular meeting of the board of trustees of the Helena School District No.1, Lewis and Clark County, Montana, held November 13, 2018, at 5:30p.m. at the Ray Bjork Learning Center, 1600 8th Street, Helena, Montana 59601, the following resolution was introduced:

WHEREAS, the trustees of the Helena School District No.1, Lewis and Clark County, Montana, have made a determination that as a result of an unanticipated enrollment increase, the district's budget for the general fund does not provide sufficient financing to properly maintain and support the district for the entire current school year; and

WHEREAS, the trustees have determined that an amendment to the Helena Elementary School District No. 1 general fund budget in the amount of \$130,182.72 is necessary under the provision of Section 20-9-161 (1), MCA; for the purpose of financing general maintenance and operational costs of the school district and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be additional Direct State Aid (DSA);

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Helena Elementary School District No.1, Lewis and Clark County, Montana, proclaims a need for an amendment to the Helena Elementary School District No. 1 general fund budget for fiscal year 2019 in the amount of \$130,182.72 under Section 20-9-161 (1), MCA, for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of the Helena School District No.1, Lewis and Clark County, Montana, will meet at 5:30p.m. at the Ray Bjork Learning Center, 1600 8th Street, Helena, Montana 59601 on December 11, 2018, for the purpose of considering and adopting the budget amendment.

<u>Sarah Sullivan</u> Print Chairperson's Name	 Signature of Chairperson	 Date
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<u>T. Janelle Mickelson</u> Print District Clerk's Name	 Signature of District Clerk	 Date
--	---------------------------------	----------

DATE BUDGET AMENDMENT WILL BE ADOPTED: December 11, 2018

List all budget amendment expenditure line items and amounts:
101.100.1000.610

2 **SCHOOL / COMMUNITY RELATIONS**

3 **Community Use of School Facilities**

4 School facilities are available to the community for educational, civic, cultural, and other uses
5 consistent with the public interest, when such use will not interfere with the school program or
6 school-sponsored activities. The District requires that the use of school facilities for school
7 purposes has precedence over all other uses. Persons using school facilities must always abide
8 by the District conduct rules.

9 The Superintendent will develop procedures to manage community use of school facilities. Use
10 of school facilities requires the Superintendent or designee’s approval and is subject to the
11 adopted procedures.

12 Organizations or individuals wishing to use school facilities must complete a Facility Use
13 ~~Agreement~~ Request form, pay any fees and associated costs and provide proof of insurance if
14 ~~requested~~ applicable.

15 Administration will approve and schedule the use of school facilities. A master calendar will be
16 maintained to avoid conflicts during the school year. Requests for use of school facilities must be
17 submitted ~~to the Facility office~~ in advance of the event.

18 The online District Facility Use ~~Agreement~~ Request form ~~can be found on the District web site at~~
19 ~~<https://helenaschools.org/community-information/facility-use/>~~. ~~The District Facility Use~~
20 ~~Agreement~~ must be completed, signed, and ~~returned~~ submitted. ~~to the District Facility Office~~
21 ~~prior to the use of the facilities or grounds.~~ When the request is approved a contract will be
22 created and sent to the originator. The completed and signed contract must be returned to the
23 Business Office before access to the requested facility is granted.

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

26

27 Cross Reference;

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

30

31 Policy History:

32 Adopted on:

33 Reviewed on:

34 Revised on:

Out-of-District Student Tuition

Board of Trustees Meeting – December 11, 2018



Background:

- Each school district within the State of Montana may set an out-of-district student tuition as a result of granting discretionary enrollment approval of non-resident students.
(20-5-320) Attendance with discretionary approval. (1) A child may be enrolled in and attend a school in a Montana school district that is outside of the child's district of residence or a public school in a district of another state or province that is adjacent to the county of the child's residence, subject to discretionary approval by the trustees of the resident district and the district of choice. If the trustees grant discretionary approval of the child's attendance in a school of the district, the parent or guardian may be charged tuition and may be charged for transportation
- Helena Public Schools policies 3025 and 7015 provide local guidance (see attached).
- Per HSD Policy 7015, the Board of Trustees shall annually determine a tuition rate and establish the provisions and terms of any inter-local agreement

As of Friday, December 7, 2018, the Helena Public Schools served 307 (PK-8) and 624 (9-12) non-resident students. Per our currently established out-of-district tuition rates, our district charged the below for each non-resident student.

- Elementary District (K-8): \$0.00
- High School District (9-12): \$175.00
- Note: The out-of-district tuition rate for the Trinity Elementary School District has been set as a result of an existing out-of-district, inter-local agreement which includes transportation services.

Per the State of Montana, the maximum out-of-district tuition rates that a district may charge are as follows:

- \$1,114.60 for full time kindergartners and students in grades 1-8
- \$1,427.20 for grades 7-8 if the school/district offers an accredited 7-8 program or junior high
- \$1,427.20 for grades 9-12

Important Factors Considered:

- Currently, the average household within the boundaries of our school district pays \$124.19 (per \$100,000 residence) in taxes specifically associated with High School District.
- The current 2018/2019 education tuition rates for the State of Montana are as follows:
 - \$5,573 for full time kindergartners and students in grades 1-8
 - \$7,136 for grades 7-8 if the school/district offers an accredited 7-8 program or junior high
 - \$7,136 for grades 9-12
- Montana Code 20-5-323 (2) allows special tuition rates to be added to the regular tuition rate (as set by the board) if the child has a disability or is a student without a disability who requires a special program with costs that exceed the average cost to educate a student.
 - These rates are charged to the state and/or the original district of residence.
 - If a district chooses not to charge out-of-district tuition, the ability to apply the above-described special tuition rate is nullified.
- Montana Code 20-5-320 (c) allows for districts to charge varied rates of tuition but if tuition is waived, this tuition waiver must be applied equally to all students whose tuition is paid by the same type of entity.
- Per HSD Policy 3025, academic records, disciplinary records, and attendance/truancy records are considered factors when evaluating the enrollment of any non-resident student who applies to the Helena Public Schools.

2019/2020 Recommendation: It is recommended that the Helena Public Schools continue to charge our current tuition rates for non-resident students. This recommendation includes keeping our 2019/2020 non-resident rates at \$0 for elementary (K-8) students and \$175 for high school students.



MEMORANDUM

TO: HSD Board of Trustees

FROM: Kalli Kind

DATE: December 11, 2018

RE: Bid Recommendation – Jim Darcy Safety & Security

This project bid recommendation, and attached documentation, is for the safety and security work to be completed at the new Jim Darcy School. The base project bid includes, controlled public access, keyless entry, exterior cameras and speakers, electronic readers boards and integrated communications. Alternate bid 01 is for upgraded AV classroom controls 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 Cerium Networks in the amount of \$622,891.12.

Regards,
Kalli Kind

Kalli Kind, Engineer
Facilities and Transportation Director
Helena School District

MEMORANDUM

DATE: 12/5/2018
TO: Rich Whitney, Hulteng CCM
FROM: John Kauffman, GPD PC
PROJECT: Jim Darcy School Safety, Security & Communications
RE: Bid Results and Recommendation



524 1st Avenue South
Great Falls, MT 59401
(406)452-9558
Fax (406)727-9720

Rich,

Please refer to the bid results for the above referenced project below:

CONTRACTOR:	Cerium Networks		
10% Bid Bond:	YES		
Addenda Acknowledged:	<input checked="" type="checkbox"/> Number 1 <input checked="" type="checkbox"/> Number 2 <input checked="" type="checkbox"/> Number 3		
BASE BID	\$622,891.12		
ALTERNATE BID 01	\$240,996.14		
TOTAL BID:	\$863,887.26		

After talking to Cerium Networks, the low bidder, it is my recommendation to accept the Base Bid of \$622,891.12. Cerium feels that everything is covered and is comfortable with their bid price. Acceptance of Alternate Bid 01, at a cost of \$240,996.14, is at the Owner's discretion. The cost for Alternate Bid 01 appears to be appropriate for the amount of work it includes.

Thank you,

A handwritten signature in black ink, appearing to read 'John J. Kauffman'.

John Kauffman
Project Manager

GPD, P.C.

524 1st Avenue South
Great Falls, MT 59401
ph: (406) 452-9558
fax: (406) 727-9720
johnk@gpdinc.com



BID TABULATION



PROJECT:	JIM DARCY ELEMENTARY SCHOOL SAFETY, SECURITY AND COMMUNICATIONS PACKAGE HELENA PUBLIC SCHOOL DISTRICT HELENA, MONTANA											
GPD #	189012											
ENGINEER:	GPD, PC 524 1st Avenue South Great Falls MT 59401 (406) 452-9558 FAX (406) 727-9720											
BID OPENING DATE:	3:00 PM, DECEMBER 4, 2018											
CONTRACTOR:	CERIUM NETWORKS											
MT License No.:	148239											
10% Bid Bond:	<input checked="" type="checkbox"/>											
Addenda Acknowledged:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	Number 1	Number 2	Number 3	Number 1	Number 2	Number 3	Number 1	Number 2	Number 3	Number 1	Number 2	Number 3
BASE BID	\$	622,891 ¹²		\$			\$			\$		
ALTERNATE 1	\$	240,996 ¹⁴		\$			\$			\$		
TOTAL BID:	\$			\$			\$			\$		

BID PROPOSAL FORM

OWNER: Helena Public Schools
1201 Boulder Avenue
Helena, MT 59601

PROJECT: Jim Darcy Elementary School Safety, Security and Communications Package

By submitting this Proposal, I agree:

That I have received the documents titled Jim Darcy Elementary School Safety, Security and Communications Package, and that I have received Addenda Numbers

1, 2, 3 and have included their provisions in my proposal. By submitting this Proposal, I agree:

1. To hold my Bid open at least sixty (60) consecutive calendar days.
2. To enter into and execute a Contract, if awarded on the basis of this Proposal.
3. To accomplish the Work in accordance with the Contract Documents.
4. It is the Owner's intention to issue Notice to Proceed on December 12, 2018; to reach Substantial Completion by June 1, 2019, and to complete punch list work items by June 15, 2019.
5. To commence with work within seven (7) days of receipt of "Notice to Proceed."

BASE BID: Contract Amount (In numerical and written form)

\$622,891.12 Six hundred twenty two thousand eight hundred ninety one and twelve cts

ALTERNATE BID NUMBER 01: (In numerical and written form)

\$240,996.44 Two hundred forty thousand nine hundred ninety six and fourteen cts

The above prices shall include all labor, materials, overhead, profit, insurance, all permits and fees, all bonds, all applicable taxes, etc., necessary to complete the Work described in the Contract Documents.

Changes shall be processed in accordance with the requirements of Division 1 Section "Changes to the Work" and the General Conditions. (Along with the Completed Contractor's Breakdown and Partial Payment Form).

BY: Cerium Networks Inc.
CONTRACTOR NAME

Pat McInerney
SIGNATURE

Senior Account Executive
TITLE

3330 Colton Dr. Suite A
BUSINESS ADDRESS

December 4, 2018
DATE

Helena, MT 59602

(Seal if by a Corporation)

MONTANA LICENSE NUMBER 148239

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

Cerium Networks, Inc.
1636 W. 1st Ave.
Spokane, WA 99201

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

Helena Public Schools
1201 Boulder Avenue
Helena, MT 59601

BOND AMOUNT: 10% Ten Percent of Amount Bid

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

Jim Darcy Elementary School - Safety and Security Package

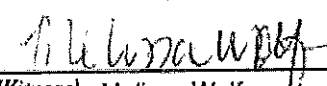
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

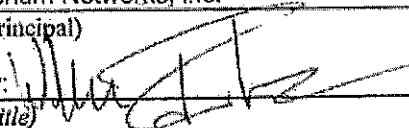
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

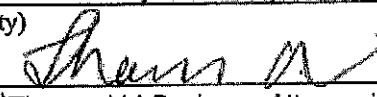
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 4th day of December, 2018


(Witness)


(Witness) Melissa Wolf

Cerium Networks, Inc.
(Principal) _____ (Seal)
By:  VP
(Title)

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)
By: 
(Title) Thomas V A Davis Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas V A Davis, of Spokane, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of December, 2018




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



MEMORANDUM

TO: HSD Board of Trustees

FROM: Kalli Kind

DATE: December 11, 2018

RE: Bid Recommendation – Bryant Safety & Security

This project bid recommendation, and attached documentation, is for the safety and security work to be completed at the new Bryant School. The base project bid includes, controlled public access, keyless entry, exterior cameras and speakers, electronic readers boards and integrated communications. During the vetting process, the lowest responsible bidder broke out the specific AV control expenses. These additional expenses, not required for the safety and security work, amount to \$245,507.23.

I respectfully recommend the Board of Trustees award the base bid to Cerium Networks in the amount of \$790,040.06, with the understanding a contract change deduct for \$245,507.23 will be immediately issued. The final project amount will be \$544,532.83.

Regards,

Kalli Kind

Kalli Kind, Engineer
Facilities and Transportation Director
Helena School District

MEMORANDUM

DATE: 12/5/2018
TO: Rich Whitney, Hulteng CCM
FROM: John Kauffman, GPD PC
PROJECT: Bryant School Safety, Security & Communications
RE: Bid Results and Recommendation



524 1st Avenue South
Great Falls, MT 59401
(406)452-9558
Fax (406)727-9720

Rich,

Please refer to the bid results for the above referenced project below:

CONTRACTOR:	3 rd Element	Cerium Networks	
10% Bid Bond:	YES	YES	
Addenda Acknowledged:	<u>X</u> Number 1 <u>X</u> Number 2 <u>X</u> Number 3	<u>X</u> Number 1 <u>X</u> Number 2 <u>X</u> Number 3	
TOTAL BID:	\$885,355.00	\$790,040.06	

After talking to Cerium Networks, the low bidder, it is my recommendation to accept the low bid of \$790,040.06. Cerium felt that everything was covered and were comfortable with their bid price. A deductive credit in the amount of \$245,507.23 is being proposed for excluding the Gymnasium, Auditorium and Classroom audio-visual systems.

Thank you,

A handwritten signature in black ink, appearing to read 'John J. Kauffman'.

John Kauffman
Project Manager

GPD, P.C.

524 1st Avenue South
Great Falls, MT 59401
ph: (406) 452-9558
fax: (406) 727-9720
cell: (406) 868-8880



BID TABULATION



PROJECT:		BRYANT ELEMENTARY SCHOOL SAFETY, SECURITY AND COMMUNICATIONS PACKAGE			
		HELENA PUBLIC SCHOOL DISTRICT			
		HELENA, MONTANA			
GPD #:	189011				
ENGINEER:	GPD, PC				
	524 1st Avenue South				
	Great Falls MT 59401				
	(406) 452-9558 FAX (406) 727-9720				
BID OPENING DATE:	1:00 PM, NOVEMBER 15, 2018				
CONTRACTOR:		THIRD ELEMENT	CERIUM NETWORKS		
10% Bid Bond:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Addenda Acknowledged:	<input checked="" type="checkbox"/> No. 1 <input checked="" type="checkbox"/> No. 2 <input checked="" type="checkbox"/> No. 3	<input checked="" type="checkbox"/> No. 1 <input checked="" type="checkbox"/> No. 2 <input checked="" type="checkbox"/> No. 3	<input checked="" type="checkbox"/> No. 1 <input checked="" type="checkbox"/> No. 2 <input checked="" type="checkbox"/> No. 3	<input checked="" type="checkbox"/> No. 1 <input checked="" type="checkbox"/> No. 2 <input checked="" type="checkbox"/> No. 3	
TOTAL BID:	\$ 885,355.00	\$ 790,040.00	\$	\$	\$

BID PROPOSAL FORM

OWNER: Helena Public Schools
1201 Boulder Avenue
Helena, MT 59601

PROJECT: Bryant Elementary School Safety, Security and Communications Package

By submitting this Proposal, I agree:

That I have received the documents titled Bryant Elementary School Safety, Security and Communications Package, and that I have received Addenda Numbers 1, 2, 3 and have included their provisions in my proposal. By submitting this Proposal, I agree:

- 1. To hold my Bid open at least sixty (60) consecutive calendar days.
2. To enter into and execute a Contract, if awarded on the basis of this Proposal.
3. To accomplish the Work in accordance with the Contract Documents.
4. It is the Owner's intention to issue Notice to Proceed on November 28, 2018; to reach Phase 1 Substantial Completion by July 1, 2019, and to complete Phase 1 punch list work items by July 15, 2018; and to reach Phase 2 Substantial Completion by August 21, 2019 and to complete Phase 2 punch list work items by August 28, 2019.
5. To commence with work within seven (7) days of receipt of "Notice to Proceed."

BASE BID: Contract Amount (In numerical and written form)

\$790,040.06 Seven hundred ninety thousand fourty dollars and six cents

The above prices shall include all labor, materials, overhead, profit, insurance, all permits and fees, all bonds, all applicable taxes, etc., necessary to complete the Work described in the Contract Documents.

Changes shall be processed in accordance with the requirements of Division 1 Section "Changes to the Work" and the General Conditions. (Along with the Completed Contractor's Breakdown and Partial Payment Form).

BY: William Junkermier, Cerium Networks, Inc.

CONTRACTOR NAME

Vice President of Finance and Operations

TITLE

November 14, 2018

DATE

SIGNATURE

3330 Colton, Dr., Suite A

BUSINESS ADDRESS

Helena, MT 59602

(Seal if by a Corporation)

MONTANA LICENSE NUMBER 148239

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Cerium Networks, Inc.
1636 W. 1st Ave.
Spokane, WA 99201

OWNER:

(Name, legal status and address)

Helena Public Schools
1201 Boulder Avenue
Helena, MT 59601

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

Bryant Elementary School - Safety and Security Package

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.

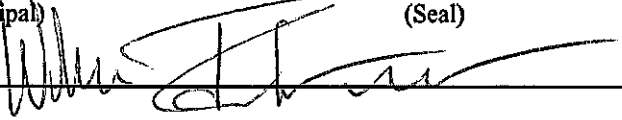
Signed and sealed this 14th day of November, 2018




(Witness)



(Witness)

Cerium Networks, Inc.
(Principal) _____ (Seal)
By: 
(Title)

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)
By: 
(Title) Thomas V A Davis Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas V A Davis, of Spokane, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

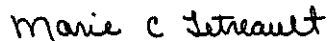
By: 
Robert L. Raney, Senior Vice President

On this **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of November, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SIEMON CI® CERTIFICATION

This is to certify that
Lantek, Inc.
of
Helena, MT

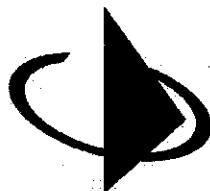
has been approved by The Siemon Company as a Certified InstallerSM to design, install and administer the Siemon Cabling System®.

Installations that comply with all Siemon Cabling System® design, installation and administration procedures and use Siemon authorized products and qualified cable may be registered and are eligible for the applicable Siemon Cabling System® warranty.

Original Approval: October 6, 2005
Current Certificate: March 8, 2018
Date of Expiration: March 8, 2020



on behalf of The Siemon Company
IS-1831-13 Rev B



SIEMON™
CERTIFIED INSTALLER



Cerium Networks, Inc.
1636 West 1st Avenue
Spokane, WA 99201
 800-217-0933
csc@ceriumnetworks.com

QUOTE

Project # CERQ82682-B

Date 12/05/18

Sales Rep. Pat McGlenn

pmcglenn@ceriumnetworks.com

Helena Location:

3330 Colton Dr, Suite A
 Helena, MT 59602

406-441-2121

Sold To:

Helena Public Schools

Kevin Heide
 815 Front St
 Helena, MT 59601

Ship To:

Helena Public Schools

Kevin Heide
 815 Front St
 Helena, MT 59601

Here is the quote you requested.

Ln #	Qty	Part #	Description	Purchase Price/Unit	Purchase Price/Total
1			Deduct		
2			Network		
3			Network switch pricing on this quote is only valid through December 20, 2018. The hardware listed will be subject to tariff increases January 1st and we will need lead time to process an order before the end of the year.		
4	1		Cisco Switches	-\$20,551.26	-\$20,551.26
5		C1-WS3650-48UQ/K9	(-11) Cisco ONE Catalyst 3650 48 Port mGig, 4x10G Uplink, LAN Base		
6		CON-SSSNT-CWS365UQ	(-11) SOLN SUPP 8X5XNBD Cisco ONE Catalyst 3		
7		S3650UK9-163	(-11) UNIVERSAL		
8		PWR-C1-1100WAC	(-11) 1100W AC Config 1 Power Supply		
9		PWR-C1-1100WAC/2	(-11) 1100W AC Config 1 Secondary Power Supply		
10		CAB-TA-NA	(-11) North America AC Type A Power Cable		
11		C1FPCAT36502K9	(-11) Cisco ONE Foundation Perpetual - Catalyst 3650 48-port		
12		CON-ECMUS-C1FC3652	(-11) SOLN SUPP SWSS Cisco One Foundation Perpetual - Catalys		
13		C1-PI-LFAS-2K3K-K9	(-11) Cisco ONE PI Device License for LF & AS for Cat 2k, 3k		
14		C1-ISE-BASE-48P	(-11) Cisco ONE Identity Services Engine 50 EndPoint Base Lic		
15		C1F1VCAT36502-03	(-11) Tracker PID v03 Fnd Perpetual CAT36502 - no delivery		
16		C1A1ATCAT36502	(-11) Cisco ONE Advantage Term C3650 48-Port		
17		C1A1ATCAT36502-5Y	(-11) C1 Advantage Term C3650 48P 5Y - DNA, 25 ISE PLS, 25 SWATCH		
18		C1-C3650-48-DNAA-T	(-11) Cisco ONE C3650 DNA Advantage 48-Port Term License		
19		C1-CAT3K-TRK-5Y	(-11) Cisco ONE Subscription SKU CAT3K Tracker 5Y		
20		C1-SWATCH-T	(-11) Cisco ONE StealthWatch License Term - 1 Flow License		
21		C1-SWATCH-TRK-5Y	(-11) Cisco ONE Subscription SWATCH SKU 5Y		

Ln #	Qty	Part #	Description	Purchase Price/Unit	Purchase Price/Total
22		C1-ISE-PLS-T	(-11) Cisco ONE ISE PLUS License Term		
23		C1-ISE-PLS-TRK-5Y	(-11) Cisco ONE Subscription SKU ISE Plus 5Y		
24		C1-ISE-BASE-T	(-11) Cisco ONE ISE BASE License Term		
25		C1-ISE-BASE-TRK-5Y	(-11) Cisco ONE Subscription ISE BASE 5Y		
26		C3650-48-L-S	(-11) C3650-48 LAN Base to IP Base Paper RTU License		
27					
28			.5 Meter Stack Kit		
29		C3650-STACK-KIT=	(-1) Cisco Catalyst 3650 Stack Module Spare		
30		C3650-STACK	(-1) Cisco Catalyst 3650 Stack Module		
31		STACK-T2-50CM	(-1) 50CM Type 2 Stacking Cable		
32					
33		C1-WS3650-48UQ/K9	(10) Cisco ONE Catalyst 3650 48 Port mGig, 4x10G Uplink, LAN Base		
34		CON-SSSNT-CWS365UQ	(10) SOLN SUPP 8X5XNBD Cisco ONE Catalyst 3		
35		S3650UK9-163	(10) UNIVERSAL		
36		PWR-C1-1100WAC	(10) 1100W AC Config 1 Power Supply		
37		PWR-C1-1100WAC/2	(10) 1100W AC Config 1 Secondary Power Supply		
38		CAB-TA-NA	(20) North America AC Type A Power Cable		
39		C1FPCAT36502K9	(10) Cisco ONE Foundation Perpetual - Catalyst 3650 48-port		
40		CON-ECMUS-C1FC3652	(10) SOLN SUPP SWSS Cisco One Foundation Perpetual - Catalys		
41		C1-PI-LFAS-2K3K-K9	(10) Cisco ONE PI Device License for LF & AS for Cat 2k, 3k		
42		C1-ISE-BASE-48P	(10) Cisco ONE Identity Services Engine 50 EndPoint Base Lic		
43		C1F1VCAT36502-03	(10) Tracker PID v03 Fnd Perpetual CAT36502 - no delivery		
44		C1A1ATCAT36502	(10) Cisco ONE Advantage Term C3650 48-Port		
45		C1A1ATCAT36502-3Y	(10) C1 Advantage Term C3650 48P 3Y - DNA, 25 ISE PLS, 25 SWATCH		
46		C1-C3650-48-DNAA-T	(10) Cisco ONE C3650 DNA Advantage 48-Port Term License		
47		C1-CAT3K-TRK-3Y	(10) Cisco ONE Subscription SKU CAT3K Tracker 3Y		
48		C1-SWATCH-T	(250) Cisco ONE StealthWatch License Term - 1 Flow License		
49		C1-SWATCH-TRK-3Y	(250) Cisco ONE Subscription SWATCH SKU 3Y		
50		C1-ISE-PLS-T	(250) Cisco ONE ISE PLUS License Term		
51		C1-ISE-PLS-TRK-3Y	(250) Cisco ONE Subscription SKU ISE Plus 3Y		
52		C1-ISE-BASE-T	(250) Cisco ONE ISE BASE License Term		
53		C1-ISE-BASE-TRK-3Y	(250) Cisco ONE Subscription ISE BASE 3Y		
54		C3650-48-L-S	(10) C3650-48 LAN BASE TO IP BASE PAPER RTU L		
55					
56	1		AV Components	-\$169,048.49	-\$169,048.49
57			AVI Systems Inc		
58			Classroom AV		
59		C502	(-22) ezRoom PlenumCore with Smart Receiver		

Ln #	Qty	Part #	Description	Purchase Price/Unit	Purchase Price/Total
60		CB-6000	(-22) Touch Screen Control Panel		
61		6400-00014	(-22) 4x1 HDMI Switch		
62		CMPL-PWR	(-22) Power Strip for PlenumCore		
63		60143	(-22) C2G RapidRun VGA, Stereo Audio, Composite Video and RCA Stereo Audio Double		
64		60012	(-22) 35FT RAPIDRUN RUNNER MF P		
65		60019	(-25) RR HD15+3.5+3RCA FLYING L		
66		18962	(-25) HD15 F/F MINI GENDER CHAN		
67		SON-40135	(-10) PS-P63T WHITE		
68		FAP42T	(-70) In-Ceiling Speakers 4" 2-way		
69		IWM820	(-2) 8" 65W, 2-Way 80 In-Wall Loudspeaker		
70		95-0112001	(-25) 3.5mm Stereo Audio to 2 RCA (Female - Male) Cable (1')		
71		35-558-S	(-25) MOLDED 3.5SF-2RCAM Y CBL 10"		
72		D-VGAM-M-25	(-22) NON-ID/DDC VGAM-M PLENUM 25'		
73		DL-PHDM-M-010M	(-65) 18G HDMI AOC CMP-OF 10M BLACK		
74		PPC6B035BL	(-64) CAT 6 UTP PATCH 35FT CMP BLUE		
75					
76			Conf/Gym/Aud/Hub		
77		60015	(-2) 100FT RAPIDRUN RUNNER MF		
78		3616450	(-4) PVXp 12 -DSP 120US		
79		3011040	(-4) Versamount 70 in White		
80		TBD	(-1) Material Allowance		
81		TBD	(-1) Power Amplifier		
82		TBD	(-1) Professional Rechargeable 4-Channel UHF wireless Microphone System		
83		TBD	(-1) Material Allowance		
84		SWAM2SES-K2	(-1) Airline Micro Earset System (Ah2-Se10/Ar2) - Channel K2		
85		2044601-00	(-2) 8-channel Professional Effects Mixer with USB		
86		BLX288/PG58--J10	(-1) Dual Vocal System with (1) BLX88 Dual Wireless Receiver and (2) BLX2 Handheld Transmitters with PG58		
87		DL-PHDM-M-030M	(-6) 18G HDMI AOC CMP-OF 30M BLACK		
88		U2V	(-6) 2SP VENTED UTILITY SHELF		
89		SR-H3L	(-2) Type H Slim Line Array- long/straight 0 degrees		
90		SR-WB3	(-2) SR-H Series Wall Mounting Bracket		
91		SM10V	(-2) CARPETED 10" 2 WAY MONITOR LOUDSPEAKER		
92		DPA602	(-1) Networkable 2-Channel 600-Watt Power Amplifier		
93		DPA-AMIX	(-1) Analog Mixer Accessory Card for Use with DPA2402/DPA1202/DPA602		
94		D-VGAM-M-100	(-1) NON-ID/DDC VGAM-M PLENUM 100'		
95		DL-PHDM-M-023M	(-1) 18G HDMI AOC CMP-OF 23M BLACK		
96		PPC6B050BL	(-2) CAT 6 UTP PATCH 50' CMP BLUE		

Ln #	Qty	Part #	Description	Purchase Price/Unit	Purchase Price/Total
97		AXS-15	(-1) 20"AX-S,15 SPACE		
98					
99					
100			AVI Systems Misc		
101		AVISSACUSTOM	(-1) Warranty Support		
102			(-1) Integration		
103					
104					
105	-1		Electrical contractor - To complete unfinished electrical work	\$60,000.00	-\$60,000.00
106					
107	1		Wireless AP mounts	\$4,092.52	\$4,092.52
				Subtotal	-\$245,507.23

Please contact me if I can be of further assistance.



MEMORANDUM

TO: HSD Board of Trustees

FROM: Kalli Kind

DATE: December 11, 2018

RE: Bid Recommendation – Bryant Asbestos Abatement

This project bid recommendation, and attached documentation, is for asbestos abatement at Bryant School. The base project bid includes abatement of asbestos-containing materials in the gym, alternate #1 includes an accelerated abatement of asbestos-containing materials in the main building, and alternate #2 includes a non-accelerated abatement of asbestos-containing materials in the main building.

As required by the project schedule, I respectfully recommend the Board of Trustees award the base bid (abatement of asbestos-containing materials in the gym) and alternate #1 (accelerated abatement of asbestos-containing materials in the main building) to the Safetech in the amount of \$104,373.00.

Regards,

Kalli Kind

Kalli Kind, Engineer
Facilities and Transportation Director
Helena School District



201 S. 30th Street
Billings, Montana 59101
Phone: 406/245-7766
FAX: 406/254-1428

December 5, 2018

Ms. Kalli Kind
Helena Public Schools
1201 Boulder Avenue
Helena, MT 59601

Re: Recommendation of Award
Asbestos Abatement – Bryant Elementary School
Billings, Montana
Northern Project No. 499-551

Dear Ms. Kind,

Northern Industrial Hygiene, Inc. (Northern) has reviewed the bid provided by Safetech for the abatement of asbestos-containing materials at Bryant Elementary School. Safetech's total price of \$104,373.00 for the base bid (abatement of the asbestos-containing materials in the gym building) and for Alternate #1 (accelerated abatement of the asbestos-containing materials in the main building) was the low bid provided for the Asbestos Abatement – Bryant Elementary School project and was responsive in all particulars. The bid price is reasonable for the scope of work included in the project. Safetech is known to have successfully completed projects of similar scope in the recent past. Northern recommends awarding the project to Safetech.

Sincerely,

Robert B. Brownell
Chief Environmental Operating Officer

BID TABULATIONS

Helena Public Schools

Present at Opening: Kalli Kind

Project Name: Asbestos Abatement - Bryant Elementary

Rich Whitney

Date of Opening: November 7, 2018

Bob Brownell (via phone)

Time of Opening: 3:00 PM

Back + Alt #1

Main School

Main School

Alt #1	Contractor	Contractor #	Attended Pre-Bid	Proper Envelope	10% Bid Bond	Proper Bid Form	Addenda Rec'd	Gym Only Base Bid Total 5-17-18*	Alt #2
6-21-18*	Environmental Contractors \$108,675	10184	Y	✓	✓	✓	1 ✓	\$16,675-	7-3-18*
\$92,000-	Schroeder Contracting Abatement Contractors of Montana		N						\$79,932
\$98,646-	Ingraham \$120,041 Environmental	11169	N	✓	✓	✓	1 ✓	\$21,495-	\$79,249-
\$76,950-	Safetech \$104,373	21714	Y	✓	✓	✓	1 ✓	\$27,423-	\$100,300-

* Completion Date

Apparent Low Bidder

Notes: Addendum #1 must be acknowledged
The Pre-Bid Walk was not mandatory.

SECTION 00300 - FORM OF PROPOSAL

Helena Public Schools
District Facilities Office
1201 Boulder Avenue
Helena, MT 59601
Attention: Ms. Kalli Kind

The undersigned, having familiarized myself with the conditions of the Work, having examined the Contract Documents titled:

**ASBESTOS ABATEMENT
Bryant Elementary School
1529 Boulder Avenue
Helena, Montana**

as well as the site of the proposed work, and being familiar with all of the conditions affecting the proposed project, hereby proposes to provide all labor, supervision, materials, tools, equipment, apparatus and appliances required to conduct asbestos abatement and perform all work associated with the abatement as required by, and in strict accordance with, the Contract Documents and all applicable regulatory requirements, at the prices stated below.

1.01 ASBESTOS ABATEMENT

Base Bid – Multi-Purpose Building

The undersigned agrees to perform the Work described in the Specification bid package for the sum of:

\$ 27,423⁰⁰ Dollars
Twenty seven thousand four hundred twenty three⁰⁰ Dollars
(Total in words)

Alternate #1 – Main School Building

The undersigned agrees to perform the Work described in the Specification bid package for the sum of:

\$ 76,950⁰⁰ Dollars
Seventy six thousand nine hundred fifty⁰⁰ Dollars
(Total in words)

which sum is hereby designated the Bid. (Amount must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Alternate #2 – Main School Building

The undersigned agrees to perform the Work described in the Specification bid package for the sum of:

\$ 60,300⁰⁰ Dollars
Sixty thousand three hundred & 00/100 Dollars
(Total in words)

which sum is hereby designated the Bid. (Amount must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

1.02 CONTRACT

If the undersigned is notified of the acceptance of this proposal within thirty (30) days of the time set for the opening of bids, the undersigned agrees to execute a contract for one of the above described bid packages, for a compensation computed from the above sums, in the attached Contract Documents as modified by Owner.

1.03 TIME OF COMPLETION

The Base Bid work is located in the multi-purpose building. Work on this portion of the project is scheduled to begin on Thursday May 2, 2019. All work including final clearance visual and air testing and containment tear down shall be completed no later than Friday May 17, 2019.

The Alternate Bid #1 or Alternate Bid #2 work is located in the main school building. Work on this portion of the project is scheduled to begin on Monday June 10, 2019.

Alternate Bid #1 if awarded, will require the removal of all asbestos containing materials in a two-week time frame with work to be completed, included final clearance air testing and containment tear down no later than Friday June 21, 2019.

Alternate Bid #2 if awarded, will require the removal of all asbestos containing materials in a three and one-half week time frame with work to be completed, included final clearance air testing and containment tear down no later than Wednesday July 3, 2019.

1.04 LIQUIDATED DAMAGES

The undersigned agrees to pay as fixed, agreed liquidated damages, the sum stipulated in the above referenced Contract as Modified (\$1,500.00), for each consecutive calendar day after the date established for Substantial Completion the Work remains uncompleted for the Base Bid work and the sum stipulated in the above referenced Contract as Modified (\$1,500.00), for each consecutive calendar day after the date established for Substantial Completion the Work remains uncompleted for the Alternate #1 or Alternate #2 work, whichever is awarded.

1.05 ADDENDA

The undersigned acknowledges the receipt of the following addenda:

1

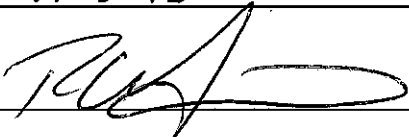
1.06 CERTIFICATION

The undersigned certifies that he is a duly and regularly licensed Contractor holding Montana Public Contractors

License 21714 _____
Number Class

Bidder Information:

Firm Name: SAFETECH INC
Business Address: 5735 INTERSTATE AVE BILLINGS MT 59101
Telephone Number: 406 651 0011
Prepared by: RC Geiss
Title: VICE PRESIDENT
Date: 11-2-18

Signature: 

End of Section 00300 – Form of Proposal

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # ZB10171

KNOW ALL MEN BY THESE PRESENTS, that we
SAFETECH INC (Here insert full name and address or legal title of Contractor)
MONTANA

as Principal, hereinafter called the Principal, and
BERKLEY INSURANCE COMPANY (Here insert full name and address or legal title of Surety)
475 STEAMBOAT RD- GREENWICH, CT 06830

a corporation duly organized under the laws of the State of DELAWARE
as Surety, hereinafter called the Surety, are held and firmly bound unto
HELENA PUBLIC SCHOOLS (Here insert full name and address or legal title of Owner)
MONTANA


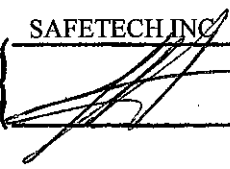
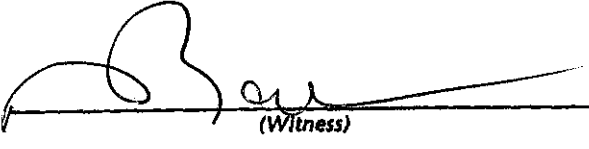
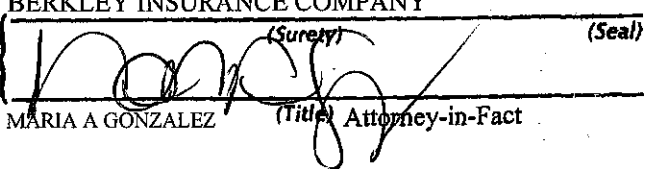
as Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT OF THE BID AMOUNT
Dollars (\$TBD),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
ASBESTOS ABATEMENT (Here insert full name, address and description of project)
BRYANT ELEMENTARY SCHOOL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 26TH day of OCTOBER 2018

 (Witness)
 SAFETECH INC (Principal) (Seal)
(Title) Leonard Cronford, President
 (Witness)
 BERKLEY INSURANCE COMPANY (Surety) (Seal)
MARIA A GONZALEZ (Title) Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

2B10171

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Anne M. Barber; Michael J. Friedrich; or Maria A. Gonzalez of Bonding & Insurance Specialists Agency, Inc. of Orland Park, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of May, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4th day of May, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26 day of Oct 2018.

(Seal)

Andrew M. Tuma

PERSONNEL ACTIONS

November 14, 2018 – December 11, 2018

CERTIFICATED PERSONNEL

Appointments

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
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*Temporary Contract: Contract expires at the discretion of the District or 6/6/2019 whichever occurs first.

Terminations/Retirements

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Cope, Lorie	11/26/18	Bryant/Grade 5	Personal
Kepler, Candyce	12/20/18	RBLC/Nurse	Personal

Leave

<u>Name</u>	<u>Term</u>	<u>Location/Assignment</u>	<u>Type of Leave</u>
-------------	-------------	----------------------------	----------------------

Change in Contract

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
-------------	-------------	-----------	-----------------------

**Temporary Assignment*

CLASSIFIED PERSONNEL

Appointments

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Michelotti, Jill	11/26/18	CRA/Secretary	\$13.98

**Temporary Assignment*

Terminations/Retirements

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Doran, Anna	11/30/2018	CHS/Asst. Girls Cross Country	Personal
Dushin, Cindy	06/06/2019	CHS/Para Educator	Retirement
Evans, Jessica	11/23/2018	MBC/Executive Assistant	Personal

Fleisner, Pamela	12/01/2018	CHS/General Secretary	Retirement
Gilstrap, Lindsey	11/16/2018	CHS/Varsity Girls Coach	Personal
Jenneskens, Jill	11/30/2018	HHS/Assistant Volleyball Coach	Personal
Kuntz, Mary Krystyn	11/20/2018	CRA/Para Educator	Personal
Moore, Annette	12/14/2018	Jefferson/Para Educator	Personal
Nyland, Alex	11/30/2018	CHS/Assistant Girls Soccer Coach	Personal
Sparks, Lenae	12/21/2018	Smith/Para Educator	Personal
Wood, Nicole	12/04/2018	Four Georgians/Para Educator	Personal

Leaves

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

Last Name	First Name	Assignment	School #1	Stipend
Downey	Timothy	Track-Girls Coach	Capital High	\$1,606.00
Engstrom	Jacqueline	Track-Girls Coach	Capital High	\$1,622.06
Gilboy	Kathleen	Track-Asst Girls Coach	Capital High	\$3,291.10
Goody	Hollee	Track-Asst Girls Coach	Capital High	\$3,421.77
Jones	Paula	Track-Asst Girls Coach	Capital High	\$3,421.77
Kelly	Timothy	Track-Girls Coach	Capital High	\$1,846.90
Lane	Scott	Track-Girls Coach	Capital High	\$1,622.06
McMahon	Richard	Track-Head Girls	Capital High	\$5,356.86
Tipton	Robert	Coordinator-Basketball	CR Anderson	\$229.00

2
3 STUDENTS

4
5 Bullying, Intimidation, Harassment & Hazing Prevention and Reporting Policy

6
7 The Board is committed to providing students with a safe and civil school environment free from
8 bullying, harassment, intimidation and hazing. The Board and District will not tolerate bullying,
9 harassment, intimidation or hazing in any form at school, school-related events (including off
10 campus events), school sponsored activities, school buses or any event related to school business.
11 Bullying, harassment, intimidation or hazing by students, staff, or third parties, is strictly
12 prohibited and shall not be tolerated. Inciting, aiding, encouraging, coercing or directing others
13 to commit acts of bullying, harassment, intimidation or hazing is prohibited under this policy.
14

15 Bullying, intimidation, harassment and hazing include any gesture or written, verbal or physical
16 act that is reasonably perceived as being motivated either by any actual or perceived
17 characteristic, such as race, color, religion, ancestry, creed, national origin, gender, sexual
18 orientation, ~~sexual identity~~, age, culture, social origin or condition, marital status, political
19 affiliation, perceived or actual gender identity, or a mental, physical or sensory handicap, or by
20 any other distinguishing characteristic.
21

22 Bullying, intimidation, harassment and hazing include acts that a reasonable person knew or
23 should have known, under the circumstances the gesture or written or physical act (a) will have
24 the effect of harming a student or damaging the student’s property; or (b) will place a student in
25 reasonable fear of harm to the student’s person or damage to the student’s property; or (3) has
26 the effect of insulting or demeaning any student or group of students in such a way as to disrupt
27 or interfere with the school’s educational mission or the education of any student.
28

29 *Definitions:*

- 30
- 31 1. “Third parties” include but are not limited to coaches, school volunteers, parents, school
- 32 visitors, service contractors or others engaged in District business, such as employees of
- 33 businesses or organizations participating in cooperative work program with the District,
- 34 and others not directly subject to District control at inter-district and intra-District athletic
- 35 competitions or other school events.
- 36
- 37 2. ~~“District” includes District facilities, District premises, and non-District property if the~~
- 38 ~~student or employee is at any District sponsored, District approved, or District related~~
- 39 ~~activity or function, such as field trips or athletic events, where students are under the~~
- 40 ~~control of the District or where the employee is engaged in District business.~~
- 41
- 42 3. “Hazing” includes but is not limited to any act that recklessly or intentionally endangers
- 43 the mental or physical health or safety of a student for the purpose of initiation or as a
- 44 condition or precondition of attaining membership in or affiliation with any District-
- 45 sponsored activity or grade-level attainment, including but not limited to forced
- 46 consumption of any drink, alcoholic beverage, drug, or controlled substance, forced

47 exposure to the elements, forced prolonged exclusion from social contact, sleep
48 deprivation, or any other forced activity that could adversely affect the mental or physical
49 health or safety of a student; requires, encourages, authorizes or permits another to be
50 subject to wearing or carrying any obscene or physically burdensome article, assignment
51 of pranks to be performed, or other such activities intended to degrade or humiliate.

- 52
- 53 4. “Bullying” means any harassment, intimidation, hazing, or threatening, insulting, or
54 demeaning gesture or physical contact, including any intentional written, verbal, or
55 electronic communication (cyberbullying) or threat directed against a student that is
56 persistent, severe, or repeated, and that substantially interferes with a student’s
57 educational benefits, opportunities, or performance, that take place on or immediately
58 adjacent to school grounds, at any school-sponsored activity, on school-provided
59 transportation, at any official school bus stop, or anywhere conduct may be reasonable be
60 considered to be a threat or an attempted intimidation of a student or staff member or an
61 interference with school purposes or an educational function, that has the effect of:
- 62 a. Physically harming a student or damaging a student’s property;
 - 63 b. Knowingly placing a student in reasonable fear of physical harm to the student or
64 damage to the student’s property;
 - 65 c. Creating a hostile educational environment, or;
 - 66 d. Substantially and materially disrupts the orderly operation of a school.
- 67
- 68 5. “Electronic communication device” means any mode of electronic communication,
69 including but not limited to computers, cell phones, PDAs, or the internet.

70

71 ***Reporting***

72

73 All complaints about behavior that may violate this policy shall be promptly investigated. Any
74 student, employee, or third party who has knowledge of conduct in violation of this policy or
75 feels he/she has been a victim of hazing, harassment, intimidation, or bullying in violation of this
76 policy is encouraged to immediately report his/her concerns to the building principal or the
77 District Administrator, who have overall responsibility for such investigations. A student may
78 also report concerns to a teacher or counselor, who will be responsible for notifying the
79 appropriate District official. Students who have concerns about bullying or harassment from
80 staff members are encouraged to report their concerns to the building principal. Complaints
81 against the building principal shall be filed with the Superintendent. Complaints against the
82 Superintendent or District Administrator shall be filed with the Board.

83

84 All staff are obligated to address bullying, harassment and intimidation as described in Board
85 policy, administrative procedures and / or staff and student handbooks.

86

87 ***Exhaustion of Administrative Remedies***

88

89 A person alleging violation of any form of harassment, intimidation, hazing, or threatening,
90 insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or
91 electronic communication, as stated above, may seek redress under any available law, either civil
92 or criminal, after exhausting all administrative remedies.

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Responsibilities

The District Administration shall be responsible for ensuring that notice of this policy is provided to staff and third parties and for the development of administrative regulations, including reporting and investigative procedures, as needed.

Consequences

Students whose behavior is found to be in violation of this policy will be subject to discipline up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline up to and including dismissal. Third parties who behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the District Administrator or the Board. Individuals may also be referred to law enforcement officials.

Retaliation and Reprisal

Retaliation is prohibited against any person who reports or is thought to have reported a violation, files a complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be considered a serious violation of Board policy, whether or not a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Cross Reference:	5010	PERSONNEL: Harassment / Intimidation / Bullying
Legal Reference:	§ 20-5-207, MCA	“Bully-Free Montana Act”
	§ 20-5-208, MCA	Definition
	§ 20-5-209, MCA	Bullying of student prohibited
	§ 20-5-210, MCA	Enforcement – exhaustion of administrative remedies
	10.55.701(2)(f), ARM	Board of Trustees
	10.55.719, ARM	Student Protection Procedures
	10.55.801(1)(d), ARM	School Climate
Policy History:		
Adopted on:		
Revised on:	12.11.1990, 6.10.2003	

2 PERSONNEL

3 **Bullying, Harassment, and Intimidation Prevention and Reporting Policy**

4 The Helena Public School District strives to provide a safe and civil working and learning
5 environment. Bullying, harassment, and intimidation, between employees or by third parties, are
6 strictly prohibited and shall not be tolerated. This includes bullying, harassment, or intimidation
7 via electronic communication devices (“cyberbullying”).

8 **Definitions**

9 The District expressly prohibits any form of harassment, intimidation or bullying based on but
10 not limited to the following: race, color, religion, ancestry, creed, gender, ~~sexual orientation,~~
11 ~~sexual identity~~, age, culture, marital status, national origin, political ideas, or perceived or actual
12 gender identity, sexual orientation or disability.

- 13 1. “Third parties” include but are not limited to students, coaches, school volunteers,
14 parents, school visitors, service contractors or others engaged in District business, such
15 as School District Trustees, employees of businesses or organizations participating in
16 cooperative work programs with the District, and others not directly subject to District
17 control at inter-district and intra-District athletic competitions or other school events.
18
- 19 2. ~~“District” includes District facilities, District premises, and non-District property if the~~
20 ~~employee is at any District sponsored, District approved, or District related activity or~~
21 ~~function, such as field trips or athletic events, where the employee is engaged in~~
22 ~~District business.~~
- 23
- 24 3. “Harassment, intimidation, or bullying” means any act that substantially interferes
25 with an individual’s opportunities, work or learning performance, that takes place on
26 or immediately adjacent to school grounds, at any school-sponsored activity, on
27 school-provided transportation, or anywhere conduct may reasonably be considered to
28 be a threat or an attempted intimidation of a staff member / third party ~~or an~~
29 ~~interference with school purposes or an~~ interference with educational function, and
30 that has the effect of:
31
 - 32 A. Physically harming an individual or damaging an individual’s property;
 - 33 B. Knowingly placing an individual in reasonable fear of physical harm to the
34 individual or damage to the individual’s property; or
 - 35 C. Creating a hostile working environment.
- 36
- 37 4. “Electronic communication device” means any mode of electronic communication,
38 including, but not limited to, computers, cell phones, PDAs, or the Internet.

39 **Reporting**

40 If an employee feels that he or she has been the subject of harassment, intimidation or bullying or

41 has witnessed or become aware of harassment, intimidation or bullying in violation of these
42 policies, is encouraged to immediately report his/her concerns to the building principal or the
43 District Administrator, who has overall responsibility for such investigations. Complaints against
44 the building principal or other supervisors shall be filed with the Superintendent. Complaints
45 against the Superintendent or District Administrator shall be filed with the Board.

46
47 All complaints about behavior that may violate this policy shall be promptly investigated. Upon
48 receipt of the complaint alleging harassment, Human Resources will take appropriate action to
49 prevent the alleged conduct from continuing pending completion of the investigation. All
50 complaints of harassment will be investigated as discreetly and confidentially as possible, but the
51 District cannot promise anonymity to any individual. Employees are required to participate fully
52 in investigations related to harassment, intimidation and bullying. No employee will be retaliated
53 against for making a complaint in good faith or for participating in an investigation regarding a
54 violation of District policy.

55 The complainant shall be notified of the findings of the investigation and, as appropriate, that
56 remedial action has been taken.

57 58 **Responsibilities**

59
60 The District Administration shall be responsible for ensuring that notice of this policy is provided
61 to staff and third parties and for the development of administrative regulations, including reporting
62 and investigative procedures, as needed.

63
64 All staff have the responsibility to maintain a safe environment for students to academically and
65 socially develop. Further, staff have a responsibility to report incidents. Educators and school
66 staff can help prevent bullying by building strong relationships with students, intervening when
67 signs of bullying are witnessed or reported, and supporting a bullying prevention climate in the
68 school.

69 70 **Consequences**

71
72 Staff whose behavior is found to be in violation of this policy will be subject to discipline up to
73 and including dismissal. Third parties whose behavior is found to be in violation of this policy
74 shall be subject to appropriate sanctions as determined and imposed by the District Administrator
75 or the Board. Individuals may also be referred to law enforcement officials.

76 77 **Retaliation and Reprisal**

78
79 Retaliation is prohibited against any person who reports or is thought to have reported a violation,
80 files a complaint, or otherwise participates in an investigation or inquiry. Such retaliation shall be
81 considered a serious violation of Board policy, whether or not a complaint is substantiated. False
82 charges shall also be regarded as a serious offense and will result in disciplinary action or other
83 appropriate sanctions.

84

85 Legal References: 10.55.701(1)(g), ARM Board of Trustees
86 10.55.801(1)(d), ARM School Climate

87

88 Cross References: 3005 Harassment, Intimidation and Bullying Prevention
89 Title IX
90 504

91

92 Policy History:

93 Adopted on:

94 Revised on:

5 Procurement Card Use

7 The Board of Trustees permits the use of District procurement cards for actual and necessary expenses
8 incurred in the performance of work-related duties for the District. A list of those individuals that will be
9 issued a District procurement card will be maintained in the business office.

11 Procurement cards may only be used for legitimate District business expenditures. The use of
12 procurement cards is not intended to circumvent any District policy on purchasing.

14 Users must take proper care of District procurement cards and take all reasonable precautions against
15 misuse damage, loss, or theft. Any misuse, damage, loss, or theft must immediately be reported to the
16 business office and to the appropriate financial institution. Failure to take proper care of procurement
17 cards or failure to report damage, loss, or theft may subject the employee to financial liability.

19 Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature, or violate
20 the intent of this policy may result in procurement card revocation and discipline of the employee.

22 Users must submit detailed documentation, including itemized receipts for commodities, services, travel,
23 and/or other actual and necessary expenses which have been incurred in connection with school-related
24 business for which the procurement card has been used.

26 The Superintendent or designee shall establish regulations governing the issuance and use of
27 procurement cards. Each cardholder shall be apprised of the procedures governing the use of the
28 procurement card, and a copy of this policy and accompanying regulations shall be given to each
29 cardholder.

31 The Business Office shall monitor the use of each procurement card every month and report any serious
32 problems and/or discrepancies directly to the Superintendent.

34 Cross Reference: 7010 Purchasing
35 7020 Travel Allowances and Personal Reimbursement

37 Legal Reference: §2-7-503, MCA Financial reports and audits of local government

40 Policy History:

41 Adopted on:

42 Revised on:

2 **COMMUNITY RELATIONS**

3 **Rental and Use of School Facilities Administrative Procedure**

4
5 The Board of Trustees wishes to make School District facilities available to responsible
6 community organizations, associations, and individuals for appropriate civic, cultural, welfare,
7 educational or recreational activities that do not interfere with the delivery of education and the
8 best interests of the School District. The Board is committed to ensuring fair and equitable
9 access to all district facilities.

10 The Board of Trustees recognizes the investment that the community has made in the School
11 District buildings and facilities and wishes for such buildings and facilities to be temporarily
12 used under such provisions and control as the School District may see necessary to impose. To
13 the greatest extent possible, citizens of the community should use School District facilities, so
14 long as the educational programs of the School District are not hindered.

15 District facilities are not available for rent during district closed calendar days (See specific
16 Official District Calendar for specific dates.). This includes all district observed holidays.

17
18 The administration shall be charged with the responsibility of coordinating and authorizing use
19 of all grounds and facilities by groups other than those directly connected with the School
20 District. The administration has developed the rules, regulations, and procedures for the use of
21 facilities.

22
23 ***Priority for Use of District Facilities***

24 The priority for the use of School District facilities is as follows and is in priority order:

- 25 1. School District Activities
26 2. Nonprofit Youth Activities
27 3. Other Nonprofit and Profit Activities

28
29 In rare instances a scheduled non-District event or activity may be rescheduled due to an
30 unforeseen conflict with a District event. The District will make every effort to provide as much
31 advance notice as possible to the Facility Use Contract holder.

32
33 ***Submitting Requests***

34 All facility use requests must be initiated through the Helena Public Schools facilities rental
35 website. Requests must be submitted at least ten (10) business days prior to the activity start
36 date. Requests will be approved by the building principal and forwarded to the Maintenance
37 Department for approval. The District Business Office will be responsible for developing all
38 contracts which will outline all requirements and associated fees for the use of school-owned
39 facilities.

40 The certificate of insurance listing Helena School District #1 as an additional insured and the
41 IRS determination letter should be attached to the Facility Use Request when submitted online.

42

43 The maximum length of a facility rental request is 90 calendar days. After 90 calendar days a
44 request for a facility may be resubmitted if the facility is available. A separate facility request
45 form must be submitted for each facility.

46 Any questions regarding facility rental charges or the tier designation that a group has received
47 may be directed to the District Facilities Coordinator at 406.324.2021.

48

49 ***Rental Fees and Other Associated Costs and Charges***

50

51 The District Business Services Administrator will periodically review and revise as necessary
52 rental fees and other associated costs based on the District's actual costs and other related
53 factors.

54

55 The School District Business Office will collect deposits if applicable and invoice the user of
56 school facilities on the basis of the fee schedule. There is a two-hour minimum charge for Tier 3
57 and Tier 4. A Session/Day Minimum Charge refers to 6 hours of use. Athletic equipment is not
58 available for rental. PE equipment may be available at the discretion of the Building Principal.
59 Generally, teacher classrooms are not available but can be approved at the discretion of the
60 Building Principal. Requests for school classrooms should be discussed with the Building
61 Principal first.

62 School spaces available for rent include gyms, common areas, and libraries. Auditoriums are
63 also available for rent and may require additional fees including but not limited to; stage lighting
64 and technician fees. Exceptions may be made by the building principal and/or the Facilities and
65 Transportation Director.

66 **ACTIVITIES SURCHARGE** - All contracts include an annual \$30.00 surcharge per activity to
67 help fund student activities and sports. This funding will supplement the Activities Department
68 and will be used to purchase supplies and equipment for all students and activities including
69 sports, debate, music, speech, cheerleading, dance, and other student activities. This fee cannot
70 be waived or voided.

71

Custodial and Technology Fees

72 Tiers 2-5 may be subject to custodial and/or technology fees which will be determined when
73 contracts are being prepared or an activity is being scheduled. These additional fees may also be
74 assessed if more than one location is required for an event or an event involves more than 100
75 participants.

76

77 The use of school equipment such as computers, TVs, media equipment, sound systems,
78 scoreboards, auditorium stage props, stage lighting, etc., shall only be permitted if included in
79 the RENTAL OF SCHOOL FACILITIES REQUEST FORM and upon evidence by the applicant
80 that such equipment is operated only by competent and trained personnel or someone hired from
81 the School District.

82

Liability Insurance

83 The district requires groups to supply documented proof of liability insurance coverage with the
84 district as a named insured in the amount of \$1,000,000 combined single limit per occurrence /
85 \$1,000,000 annual aggregate for Tiers Two, Three, Four and Five.

Revised: 10.18.2018, 11.3.2018, 11.20.2018, 12.4.2018

86 Any exception to the insurance requirement for Tier 2 applicants must be reviewed and approved
 87 by the Superintendent.

88 ***Custodial Staff***

89 A custodian or other authorized staff member who is not participating in the activity may be
 90 required to be on the premises when any group is using the school buildings. The cost of the
 91 custodian will be included in the final contract if applicable.

92
 93 ***Keyless Entry***
 94

95 For some locations the District may issue a contract holder a keyless entry fob which is
 96 programmed to allow access to the building for the times agreed to in the rental contract. If a fob
 97 is misplaced or lost during the rental period please notify the Facilities Office at 406.324.2021 as
 98 soon as possible so the fob can be deactivated. This will prevent unauthorized access occurring
 99 under the contract renters name. Within five business days of the conclusion of the rental the fob
 100 must be returned to the District Facilities Office at 1201 Boulder Avenue. A \$10.00 fee will be
 101 charged for unreturned or lost fobs.

102
 103 ***Rental Tiers***
 104

Tier One: Activity Scheduler for District Events and Activities	Tier Two: Non-Profit with NO Fees or fees LESS than \$200.00 per participant (e.g. Fee types: Participation Fee, Participant Registration Fee, Membership Fee, and/or Participant Donation Request)	Tier Three: Non-Profit with Fees greater than \$200.00 per participant (e.g. Participation Fee, Participant Registration Fee, Membership Fees, and/or Participant Donation Request Charged)	Tier Four: For Profit Events	Tier Five: Reciprocal Agreements – <u>Must have an MOU or contract on file with the Business Office</u>
No Insurance Required	Liability Insurance Required <u>unless an exception has been granted by the Superintendent.</u>	Liability Insurance Required	Liability Insurance Required	Liability Insurance Required
No Mandatory Activity Fee	Mandatory \$30. Annual Activity Fee Required for each group or team <u>contract.</u>	Mandatory \$30. Annual Activity Fee Required for each group or team <u>contract.</u>	Mandatory \$30. Annual Activity Fee Required <u>for each contract.</u>	Mandatory \$30. Annual Activity Fee Required <u>for each contract.</u>
No Rental Fee	No Rental Fee	65% of Rental Fees Charged	100% of Rental Fees Charged	Fees may be negotiated if applicable

Example: Student Clubs, Activities and Athletic events, P.T.O. & HEF meetings & events	Example: Community Clubs, activities, sports teams, & events	Example: Kiwanis Community Clubs, activities, sports teams, & events	Example: Sports Camps, private service providers, etc.	Example: Varies
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105 **NOTE 1:** *Tiers 2-5 may incur custodial fees for activities or events occurring when there is no*
106 *custodian on site (e.g. weekends).*

107 **NOTE 2:** *Every Facility Use Contract issued will include the mandatory \$30.00 activity fee.*

108 ***Supervision and Maintenance of Rented Facilities***

109 Sponsoring organizations and groups using facilities shall provide enough competent help and/or
110 special supervision. The amount of adequate supervision shall be agreed upon at the time the
111 contract is issued. Groups are expected to leave facilities in the condition in which they found
112 them. Should the district find the facility in an unacceptable condition as a result of the rental,
113 the individual or group who signed the rental contract may be assessed a charge. Additionally,
114 the individual or group may also be denied access to district facilities in the future.

115 No functional alteration of the premises or functional changes in the use of such premises shall
116 be made without specific written consent of the District.

117 School property must be protected from damage and mistreatment and ordinary precautions for
118 cleanliness maintained. Groups shall be responsible for the condition in which they leave the
119 school facilities. In cases where school property has been damaged or abused beyond normal
120 wear, the same shall be paid for by the organization involved.

121 Groups that have been excluded from other community facilities because of damage will not be
122 allowed to rent District facilities.

123 ***Behavior Expectations / Code of Conduct***

124 Inappropriate behavior by any party using a facility under a Facility Use Contract may result in
125 the termination of the contract. The District Facilities Department will make the final
126 determination regarding the termination of a contract based on recommendations from building
127 administrators and/or program supervisors.

128
129 ***Compliance with Applicable Laws, Regulations and Policies***
130

131 School District facilities will only be rented to groups or organizations that agree to comply in all
132 respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, that
133 neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods,
134 facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex,
135 age, marital status, physical or mental disability, or national origin, and that it will not publish,
136 circulate, issue, display, post, or mail a written or printed communication, notice or
137 advertisement which states or implies that any of the services, goods, facilities, advantages, or
138 privileges offered by it while in School District facilities will be refused, withheld, or denied
139 because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental
140 disability, or national origin.

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Alcohol, Drugs, Tobacco and Tobacco Innovations

Alcoholic beverages, tobacco / tobacco innovations, and illegal narcotics (including medical marijuana) shall **not** be permitted in school facilities or on school property at any time.

Property Damage or Loss

All contract holders using school facilities shall hold the district and its agents free and without harm from any loss, damage or liability of expense that may arise during, or be caused in any way, by such use or occupancy of school facilities. In the event that property loss or damage is incurred during such use or occupancy, the amount of damage shall be decided by the Superintendent and the individual or group who signed the rental contract will be billed for said loss or damage.

The use of the District’s playing fields must be appropriate and compatible with each playing field and its surrounding area, and appropriate rental rate schedules may apply. The use of playing fields must not result in construction, damage or undue wear or pose a hazard to children or others. Activities which endanger others or cause damage to fields and lawns are prohibited. Should damage to fields or lawns occur, the Superintendent shall make a reasonable effort to obtain restitution for any damage from the group or organization that signed the rental contract.

Reserved Rights

Helena Public Schools (HPS) reserves the right to deny requests for facility use based on past performance/compliance issues or a determination of organizational mission that is incongruent with that of the Helena Public Schools. Additionally, HPS reserves the right to perform routine risk analyses on facility use requests on a case-by-case basis and assess appropriate fees or deposits on new or unique requests.

The Board of Trustees authorizes the Superintendent to make final decisions on use of school facilities by any group.

Procedure History:
Adopted on: 11.20.2018
Revised on: