



Superintendent
Jack Copps
324-2001

Business Manager
Janelle Mickelson
324-2040

Board of Trustees Meeting

Ray Bjork Learning Center
1600 8th Avenue

Tuesday April 10, 2018
5:30 p.m.

AGENDA

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. REVIEW OF AGENDA

III. RECOGNITIONS

1. Helena High School Two-Time State Champions Lady's Basketball
2. Big Sky Regional Champion Science Bowl Team

IV. NEW BUSINESS

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

- a. Approval of Minutes (See Attached)
 1. Board Meeting 3-13-2018
- b. CR Anderson Safety & Security
 1. Recommended contractor; Wandsworth
- c. Sierra Park Agreement (See Attached)
- d. SACC Rate Increase Proposal (See Attached)

2. Consent Action Items

- a. Personnel Actions (See Attached)
- b. Approval of Out-of-District Attendance Agreements (See Attached)

3. Items for Information *(The Board of Trustees will not take public comment on items for information unless specifically noted with the agenda item; discussion only/no voting will occur)*

- a. Board Policy (See Attached)
 1. 2035 Federal Funding and Title I
 2. 2060 Instructional Materials
 3. 3023 Education of Children in Foster Care
 4. 5032 Prohibition on Aiding and Abetting Sexual Abuse

4. Reports

- a. Budget & Program Committee Report
- b. Policy Committee Report
- c. Facilities & Maintenance Report

- d. Health Benefits Committee Report
- e. Montana School Boards Association Report
- f. Helena Education Association Report
- g. Student Representative Reports

5. Bond / Project Update

6. Board Comments

V. SUPERINTENDENT'S REPORT

VI. 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.*

VII. ADJOURNMENT

Next regular board meeting May 8, 2018

Big Sky Regional Champion Science Bowl Team

Team Members

Devin Seyler
Elizabeth Rigby
Mariah Thompson
Nathan Kynett
Carson Putnam

Coaches

Jan Hill
Julie Ladd



Board of Trustees Meeting
Ray Bjork Learning Center
1600 8th Avenue
Helena, Montana

Tuesday, March 13, 2018
5:30 p.m.

MINUTES

ATTENDANCE – Present unless otherwise noted.

Sarah Sullivan, Board Chair
Terry Beaver, Board Vice Chair
Tyler Emmert, Trustee
Sanjay Talwani, Trustee
Jeff Hindoien, Trustee
Luke Muszkiewicz, Trustee
Elizabeth “Libby” Goldes, Trustee
Karen Goldsberry, Trustee
Jennifer Walsh, Trustee
Francie Tupper, CHS Representative
Jordan Straub, HHS Representative, Excused

Jack Copps, Superintendent of Schools
Greg Upham, Assistant Superintendent of Schools
Janelle Mickelson, Business Manager
Barb Ridgway, Staff & Student Services Administrator
Trish Klock, Helena Education Association President
Kalli Kind, Director of Support Services
Sarah Bohorquez, Recording Transcriptionist

Guests: Jack Carlson, Nan Brisko, Stacy Collette, Charlie Buske, Wiley Barker, Jamie Carlson, Shirley Chesterfield-Stanton, Linda Paul, Sherry Koser, Rachel Kosenu, Susan Soule, Lisa Peterson, Shannon Walker, T. Holm, Jeff Holm, Annie Harmon, Paul Harmon, Tasha Peterson, Jenna Lauf, Courtenay Perry, Lea Holenlche, Andrea Ranlen, Janet Lauf, Erika Linswen, James Blanchard, Gunter Roylece, Chris Bokovoy, Don Ruetler-Affor, John Cummings, Mike Hoxie, Grace Bender, Tim McMahon, Stefan Wall, Tristin Soule, Nate Sam, Barbara Sheridan, Sean Maharg, Deb Thompson, Jim Opitz

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Sarah Sullivan called the meeting to order at 5:32 p.m. and led the Pledge of Allegiance.

II. REVIEW OF AGENDA

Chair Sarah Sullivan addressed the board and stated we would do Recognitions first and then move Action Items up to number IV. She continued by informing the room that a packet was received that had two coaching contracts for the Spring, not Fall, and the contracts are in provisionary status. The provisionary status indicates their contracts are conditional and with that the Board was supposed to receive a memorandum understanding from the Athletic Director's office as to what specifically the

Helena Public Schools foster dynamic educational experiences that prepare all students for life.

conditions are in the rehiring of the coaches. The Board does not have those yet so she would like to remove that item involving Lindsey Gilstrap and Nan Brisko from the agenda and place it on the agenda when they have that MOU as they need to know what they are voting on before a vote. Superintendent Jack Copps asked for permission to speak and began a discussion of the action at hand. He stated a previous conversation with madam Chair was that the MOU would not be created until the hiring of a new AD. A discussion ensued as to what each stake-holders responsibilities are and the conversation was placed on hold to honor recognitions.

III. RECOGNITIONS

1. Steve Thennis, principal at Helena High School presented their Wrestling coach, John Burke. He announced John Burke's stepping down as Wrestling coach due to personal reasons and time with family. He stated Coach Burke was an amazing coach and kids got better and better as they went through the season. He thanked Coach Burke for his years of service to Helena High Wrestling. Coach Burke thanked Steve Thennis for his kind introduction and the Board and Superintendent Jack Copps for tonight's invitation. He introduced Isaac Romero, two-time State Wrestling Champ at 113 pounds. Isaac is a junior and will return to the program next year at Helena High. If he were to win another state title, he would be one of two Helena students to ever win three state titles. At the tournament this year, Isaac pinned all four opponents to earn him the Quick Pin trophy for the Class AA. He has been named the Independent Record (IR) Wrestler of the Year. His overall record this year was 38-3 and stands at a career record of 97-21. Isaac and another teammate, Devin Crawford will be in the hunt to break an all-time match record next year. Isaac thanked the Board for taking the time to recognize himself and Coach Burke. He thanked his parents for supporting him and how much he will miss his coach. Trustee Karen Goldes further recognized Isaac as she has watched him grow since the age of six or seven.
2. Speech and Debate State Champions and National Champions
 - a. Brett Zanto, principal at Capital High, began with a discussion about the students involved in this program. He stated it was a long season with a lot of hours and pointed out one specific student, Norris Blossom, captain of the Speech and Debate Team, who was the recipient of the American Legion Award and with that also won money. Brett invited up Chloe Bjorklund-Smith, Capital High's Speech and Debate coach. Coach Chloe's token senior, Grace Bender, has participated in many events over her years in the program and this year qualified for nationals in Ft. Lauderdale, Florida. She will be competing in a team event called World Schools Debate. Grace Bender thanked her Board for recognizing them and a special thanks to her parents and coaches. She will be attending University of Montana next fall. Lea Hohenlohe, a sophomore, qualified for nationals in Domestic Extemporaneous Speaking. The question she answered in the finals was "What can the United States of America do to heal the partisans and divisions?" Lea introduced her mom, Norris Blossom, a had to go through four different rounds of elimination processes to qualify for nationals representing the Montana American Legion. Norris thanked the Board for recognizing them and pointed out that he really couldn't do anything without my coaches. He acknowledged his mom and dad at the meeting.
 - b. Steve Thennis, principal at Helena High, began by addressing the Board. He recommended to them that if given the opportunity judge a Speech competition. Steve pointed out that in addition to Speech and Debate, these individuals are involved in as many activities as they can be and excel all over the place. He introduced Coach Jen Kirby Hermanson, Helena High's Speech and Debate coach who thanked Principal Thennis, and the entire staff at Helena High, specifically the custodial staff, as the school building was used for National Speech and Debate Association Tournament (NSDA) this year. The tournament hosted over 400 students and Helena College also donated 19 classrooms. Out of that tournament, Helena High had four students qualify for Nationals. Daniel Ruether-Affor, Congressional Debate, out spoke 29 other students in the room to gain his spot. The following students qualified for Nationals in World Schools Debate: James Blanchard,

junior, Christopher Bokovoy, senior, and Gunter Roylance, senior. James acknowledged his mom and thanked everybody for taking the time to be here and his family for their support the past three years he has been in Speech and Debate. He thanked both coaches, Helena and Capital High as they have both helped him become the debater that he is. Gunter Roylance introduced his parents and thanked the Board and coaches. He will be attending Montana State University (MSU) in the Fall of 2018. Chris Bokovoy pointed out his parents and thanked the Board for recognizing him and his amazing colleagues. He also thanked the Helena community for supporting him through all these years. His hope is to attend the United States Airforce Academy. Dan Ruether-Affor thanked the Board and judges, specifically Trustee Luke Muszkiewicz, and acknowledged his parents.

Luke stated Speech and Debate has a special spot in his heart and said a few words about the two programs. First, the degree that both programs work together collaboratively to do what is right for these students, is really impressive and remarkable. Secondly, a lot of people call Speech and Debate a "club". However, it is a competitive activity governed by the Montana High School Association just like any athletic sport. Furthermore, Luke said the preparation and practice that goes into preparing for these competitions is intense. He recommended anyone judge one of these competitions. The participants very much want to win but genuinely shake hands with one another. They go about their business in good sportsmanship. He thanked both programs for their extraordinary work.

IV. CONSENT ACTION ITEMS

Trustee Jeff Hindoen asked if the motion is to remove the entire Consent Action Items or is the motion to remove all of the Supplementary Contracts? Trustee Libby Goldes stated that the motion is to remove all of the Supplementary Contracts. Trustee Sanjay Talwani stated he would be comfortable taking these two consent items out and any others where there is an error, but not all of them. He feels this one is different as we are only asking to take a look at it. It is different for a bunch of reasons, including the fact that we had a similar conversation two years ago and we identified that there were some problem. We basically agreed that all the parties attempt to approve the situation for the good of all. He inquired as to the follow up on that but didn't feel the other contracts should be grouped in as we are not rejecting these coaches, just taking a closer look at the contract. Libby responded that she made that motion in what she interpreted Trustee Tyler Emmert's suggestion. She stated her assumption was incorrect. Trustee Terry Beaver stated there are 15 people on the agenda on Spring contracts and they went to work yesterday without a contract so he would like to pull out those people to proceed. In order to do that Libby asked Jeff what the approach would be and ultimately withdrew the earlier motion and Trustee Karen Goldsberry seconded the motion. Libby said two years ago when this was addressed, she supported the recommendation of the administration and that these matters should not make themselves all the way to the Board. We have these activities for the benefit of the students and it is an extension of what we try to give to our students. It is more than just a game and there is purpose to it. After what occurred two years ago, something was to be put into place and it doesn't appear that that happened. As much as she does not want to be involved, she finds herself in a position of wanting to be more certain that things are going to be done to ensure that the type of coaching we want to have, the interactions, difficulties, process for resolving it are all in place. This is her purpose and she doesn't see herself being involved in individualized coaching and student athlete relationships. There are others that have the background to be able to deal with those situations. Trustee Jennifer Walsh asked for clarification: it seems like we have been going back and forth on two different things involving the same people and she thinks we need to clarify that if we are talking about removing two personnel action items from the whole list that we are looking at the information that we feel is missing such as contingency issues, contract issues, then that is the reason we remove them and if we feel the rest of the personnel action items have complete information and accurate information, then we can move forward. We need to decide if that is what we are looking for or are we looking to be involved in a different way? Chair Sarah Sullivan said that was a good point and that what she is looking for is just to make sure the parameters are clear and in place. Her apologies for misunderstanding and that this happening with a new Athletic Director. This makes sense to her and agreed the new memorandum should. Karen stated

that we did this two years ago, the follow-up and papers were not there, is there a way to ensure follow-up? She addressed Superintendent Jack Copps by asking if he is fine with what has been presented and that he is fine with moving forward? Is it at this point a matter of administration recommending this with everything having been looked at? She pointed out that Jack was brought on the Board as he has the knowledge to steer the ship. So if it is put back in his hands, he will take care of it. Jack stated that is correct. Luke addressed Superintendent Copps by sharing that he read a newspaper article this afternoon that referenced the 2017 investigation that did find substantiated allegations of retaliation, failure to report allegations of bullying, intimidation, and harassment. He asked Jack if he is prepared now to commit to the Board that you are confident that the MOU that is eventually worked out with Ms. Gilstrap and Ms. Brisko, will mitigate the concerns that the 2017 investigation found to be substantiated? Superintendent Copps replied with a yes and stated he is leaving the district on July 1st, 2018, so he can't predict what happens beyond that point, but the intent is to fully make the right thing happen. Chair Sullivan asked if Jack knew when we would have a new AD? It was confirmed that interviews are happening the following week so to anticipate it will be done before May. Trustee Hindoien addressed Superintendent Copps and said there is no one in this room other than Jack who has a heightened, keen sense of the role of a trustee and Board governance with respect to decisions like these. He further apologized if it seemed like he was questioning him. Jeff feels that as a trustee, he needs to know a few things. He is merely interested in a clear explanation and if the condition here is a direct recommendation of the administration that these two coaches will be offered a contract that is subject to their obligation to agree to conditions, Jack, the administration and new AD will be sufficient. These concerns have to be addressed at levels far below the Board as none of them have first-hand knowledge of it. But now the objective here is these two employees are not going to get a contract unless they agree to terms, that in the assessment and professional terms of the administration, will be sufficient to address the terms. If this is the case, Jeff states he is fine with it. From the standpoint of the public needing to know and being upfront, what are the conditions for the extension of these two contract offers. Jack states he has had conversations with the coaches as to why the MOU is there, and they have asked a lot of the same questions as here. It is there as he does not want anyone to be put in a position to where there is not a clear understanding as to the steps that will be taken through the course of next year. It will ensure that we are monitoring, assessing, and evaluating in a proper manner. We are making sure some of these issues are not slipping by that have slipped by in the past. Jack is absolutely confident that the MOU can be drafted and if he cannot put it together, those contracts would not be issued to these coaches. The coaches understand that as well and that is the reason it is called an MOU. Trustee Karen Goldes asked for clarification in which if they cannot reach an understanding there is no obligation, that we are just moving it forward and putting it back into the administrative hands. Jeff stated yes and that all he needs to feel comfortable is that the document is going to reflect what is in the best interest and professional judgement of the administration is necessary to address the concerns that put this Board in the position they are in today. Jack addressed the Board by saying "It is supposed to be all about the kids and that is what the document is for... it's for the kids and making sure that the relationships are sound, that if there are issues there is an avenue to report the issues, there is a place to rectify the problems that may exist. I understand that, they understand that, and I can assure you that if in a reasonably short period of time, if there isn't a clear understanding, then I would be back here asking you to open the positions and to seek candidates." Chair Sarah Sullivan stated that was fair and asked when coaches needed to start? What is the timeline? Mr. Opitz stated it would take a 10 day opening period if they were to need new coaches followed by a week of screening. Next step would be interviews and so you are looking at about a three to four-week process. The kids are pretty anxious to get started at least with their training. **Luke Muszkiewicz moved approval of the consent action items. Jeff Hindoien seconded.**

Trustee Sanjay Talwani addressed Superintendent Jack Copps. Two years ago, we discussed accountability measures for the coaches and that there be some way to track that, can you elaborate on what those expectations were? Jack stated that because it was under a different Superintendent, he could not speak on it unless the material was in front of him. Jim Opitz said that he believes the problem is the year in between since the previous time. During that time there were no issues brought up and we evaluated the head coach and assistants on what happened that season. So as far as the conditions we

have hired them for, they listened. We did not have any issues other than in one case we asked the coach to "soften" and he feels very emotional about this. He feels Jack has been a spokesperson for kids always and we would not put a coach in front of our kids that we didn't feel was appropriate. The process was at the end of two years ago that we spoke with both coaches and talked about how they were to handle themselves, actually gave the evaluations to the attorney last December. In a few weeks, whomever is the new Athletic Director, you would want to see an extension of what he already sees as good coaching. Chair Sarah Sullivan stated that what was asked about two years ago that the coaches be on a performance plan. Is that what happened? Jim stated that through our normal evaluation plan then yes. He said it is hard to find things that you don't see. Hard to find fault where there really isn't. He stands by these two people and will continue to stand by them. He continued, "we are not perfect, Jack has been really direct in the meetings we've had, we don't want kids to feel intimidated or retaliated against, or bullied or any of those things, we want them to be in a healthy program. I trust his judgement and I believe we will get to a point of their place. I will tell you every season has parental unhappiness, playing time, winning or losing, yelling at officials, cutting the wrong kids, and it is all part of it. Happens all the time. Coaching is not a perfect science, it is an art. If what you wanted two years ago was a formal checklist and there are eight or nine different criteria, we have rated Lindsey (Gilstrap) above average last year. If some of the things from the previous year come up, then we would have addressed them. I appreciate the chance to talk." Student Representative Francie Tupper, asked Mr. Opitz if he talked to the players in his evaluation of the coaches? He said not in this piece of the evaluation and that there are forms to address issues and maybe evaluations given to the parents and the kids be something for the future. Trustee Luke Muszkiewicz said thank you to Superintendent Copps and that he appreciated the information that was shared with the Board about what the MOU is and what he is looking to accomplish with it. He stated that maybe it is against his better judgement but for better or for worse he has read the 2017 investigation as it was forwarded to him by a parent and there was a claim that was substantiated. He has full faith in the district's outside legal counsel, and that is a serious part to him as a Board member so the purpose of his question to Superintendent Copps was will your MOU address findings of that investigation that were substantiated. Further, Mr. Copps said yes and that is why he is moving the approval of the consent action items and why he favors moving forward.

V. GENERAL PUBLIC COMMENT

Michael Hoxby of Helena stated coaching is tough and he thinks the administration owes it vet those coaches and hire the best they can. He believes it is the Boards responsibility to support the administration. He feels not one coach should be singled out and if the Board thinks there needs to be an MOU, for expectations for coaches, apply it to all coaches. Further, if Mr. Copps has issues with the performance of an individual coach, that is a personnel matter that should be addressed by the personnel. He hears the Board targeting these two coaches for an MOU, but have expectations of all coaches and let Mr. Copps and his staff implement those expectations. If the expectations are not met, then he deals with them through administration. Stacy Collette encouraged the Board to vote in favor of this Consent Agenda as personnel issues are in the hands of the administration. The administration is well qualified on personnel issues, including the performance improvement plan, certifications, training...all of those are normal relations that are mutually held, and best handled by the expertise of that staff. Chair Sarah Sullivan indicated there is a motion and a second. **Motion carried, Sanjay Talwani opposed.**

VI. NEW BUSINESS

1. Items for Action

a. Approval of Minutes

- 1. Board Meeting 1-9-2018: Libby Goldes moved to approve the Board Meeting Minutes for 1-9-2018. Karen Goldsberry seconded the motion. The motion carried.**

2. Board Meeting 2-13-2018: **Libby Goldes moved to approve the Board Meeting Minutes for 2-13-2018. Karen Goldsberry seconded the motion. The motion carried.**
3. Special Board Meeting 2-21-2018: **The minutes for Special Board Meeting 2-21-2018 were stricken from the agenda. Trustee Jeff Hindoien will take a look at them and bring the minutes back to the table.**

- b. 2018-2019 Calendar Approval. There are no changes to the 180 day calendar as presented by Assistant Superintendent Greg Upham at the last Board Meeting. All parties have been involved and informed of the final draft. Trustee Libby Goldes sent a thank you to the calendar committee. **Terry Beaver moved to adopt the 2018-2019 school calendar. Luke Muszkiewicz seconded. Motion passes.**
- c. Rossiter Safety and Security Updates: Kalli Kind said the recommended contractor is Beason Enterprises, Base Bid of \$427,582. This item was already awarded at previous Board Meeting and was stricken from the agenda.
- d. CRA Re-roof: Kalli Kind stated four different bids were received. This project includes three different spots that are all directly above classrooms. It will include an upgrade to an R30 instillation and utility savings. Contract will include upgrades to the seismic wood decking on the diaphragm. The candidate she recommends for award is Summit Roofing. The base bid would be taken with the alternate one for \$307,697 which is less than the architecture's estimate. This will be paid for out of Elementary Building Reserve. Trustee Tyler Emmert asked if the structural is over the gym. The gym has already been re-roofed before this. **Tyler Emmert moved that the Board accept the CRA Re-roof to Summit Roofing Base Bid Areas 3 & Alt #1 Areas 8 in the amount of \$307,697. Libby Goldes seconded. Motion passes.**
- e. HHS Re-roof: Kalli Kind stated they put out a base bid and several alternates. The recommended bid will be focused on the base bid over classroom space creating comfort and utility savings. It will also include R30 instillation and upgrades to the seismic wood decking on the diaphragm. Not choosing to go forward with the alternates for two reasons: the pricing is more than anticipated on the project and we can do some of the repair work and gain another five years to replace those roofing areas. Two bids were received, one locally and one out of town. Kalli is recommending award to Summit Roofing, in Helena, for the base bid of \$415,420. This will be paid for out of the High School Building Reserves. Trustee Terry Beaver asked if the repair work, in lieu of the alternates, will be done in-house? Kalli said for one of them, she has a quote well under \$5,000 from Summit Roofing and would solicit some external contractors. When it comes to the different membranes there are, it isn't an expertise we have within our staff. You need to be certified and would still need to be external, but it is independent of this contract. **Karen Goldes moved that the Board accept the HHS Re-roof to Summit Roofing Base Bid Areas of 3 & 5 in the amount of \$415,420. Luke Muszkiewicz seconded. Motion passes. Luke asked about other bids (Warren and HMS) and Kalli said by March 20, those would be addressed.**
- f. Helena School District No. 1, Lewis and Clark County Resolution to Dispose of Personal Property: Trustee Jeff Hindoien clarified with Kalli Kind that the material will go to the highest bidder. **Jeff Hindoien made a motion to approve Helena School District No. 1, Lewis and Clark County Resolution to Dispose of Personal Property. Luke Muszkiewicz seconded. Motion passes.**

2. Reports

- a. Budget & Program Committee Report: Tyler Emmert stated they received a module and though it can be staff attrition. Luke Muszkiewicz asked Janelle Mickelson to send out the phases. Tyler thanked Janelle for putting that all together.
- b. Policy Committee Report: Jeff Hindoien stated the committee will meet on April 3, 2018.
- c. Facilities & Maintenance Report: Terry Beaver stated the committee has not met.

- d. Health Benefits Committee Report: Libby Goldes stated she was out of town and the committee meeting ended up cancelled.
- e. Montana School Boards Association Report: Luke Muszkiewicz said he was unable to attend the Budget Seminar in Helena and he will be unable to attend the one to be held in White Fish due to Superintendent search. The Budget Seminar in Helena was taped and will be made available to MTSBA members on March 26, 2018 and he will follow up with the Board after review of the tape. He shared about Senator Tester introducing a bill to fund an increase of 40% to the Individual with Disabilities Act. Here the federal government would take the average cost of students with IEP to an increase from 16% to 40% over the course of 10 years. All the Montana Associations had their executive directors coming out in support of that. Part of the press release that went out today poses the question: Can this be something that can be accomplished by the Federal government level in this climate? The Tester administration says they have bipartisan support and Luke will continue to monitor this and report to the Board. With MSBA, the focus between now and the delegate conference in June is reviewing the various resolutions that have been submitted by the MTSBA Board themselves or by the member districts. The one that stands out for Luke is one of three that Billings submitted would advocate and foster communication between double A and non-double A districts to provide e-learning opportunities. This would be separate from the Montana Digital Academy. His concern was what kind of effect will this have on the Montana Digital Academy? Their platform is potentially offering more AP and honors courses. Luke pointed out that Montana Digital Academy already offers 13 AP courses so he is not quite sure at this point. There is some talk to foster double A to offer those resources to smaller districts around them in hopes of defraying costs. Libby Goldes attends a lot of the Double A caucus and was offered the floor. Nothing is more effective than a teacher and a student together. Data will show how effective this is on credit recovery. The districts can all come together as a strong voice to reach the maximum impact. Her concern is what impact will it have on these smaller districts if they are relying upon more internet classes. Francie Tupper said she has taken Digital Academy but prefers a live teacher. Luke says he has been through each one of the resolution and as the MTSBA talks about them, the question is "who do we think is going to oppose this resolution? External and then internal oppositions? Is this resolution going to be controversial?" At this point there will be no new resolutions as that process is over. MTSBA isn't anticipating any internal opposition and he will continue to monitor those.
- f. Helena Education Association: Trish Klock stated today was the general membership meeting and there were a lot of teachers and para-educators present. This was a definite increase in attendance from last year. In addition, first time in a couple years, it is time for an election to take place. We have a contested race and campaigns start for that office soon. Teacher of the year nomination and para teacher of the year nominations have opened and will be open until the day before Spring Break. Any staff can make a recommendation to either the current teacher of the year, Missy Sampson or previous teacher of the year, Suzy Fabian and they will get together to present the slate of nominees. Also with the Superintendent search, Trish is hearing from the members that they are very thankful to have had the opportunity to hear about all the activities going on with the search and being able to meet those candidates in a community event. She thanked the Board for allowing them to be part of the process.
- g. Student Representative Report: Health Occupations for Students of America (HOSA) is competition that provides a plethora of competitions students can compete in from Physical Therapy to Writing. The HOSA dinner is tonight and that is when the winners are announced. Capital High had a team that won the economic bowl. Registration is ongoing as all forms are turned in but counselors will continue working on them throughout the next few months. Further, ACT for all juniors coming up on March 20th and AP tests begin in May. CHS also had more students selected for Helena Education Foundation Distinguished Scholar Award than they have ever had at this point. Francie Tupper was one of those distinguished scholars. There was a Respect Rally and it went really well as students and

staff attended. Nicest is Pricest Club is running these rallies and a lot of good comes out of them. AP tests will begin in May. Science club will run another new science club during Spring Break that is typically the first three days from 9am-12pm. Francie recognized that Jordan Straub was not present but would share some information for Helena High. HHS Science Bowl took first place at the Regional Science Bowl Competition and the HHS girls basketball team took first in state. Terry Beaver asked about registration of 8th grade. She stated this had already been done. Francie explained how registration goes: there is a sheet that corresponds to the grade in which you are entering. This sheet has the classes you are being offered and you need to decide and have it filled out by a certain date. Next, the counselors get them and begin their long task of putting those schedules together. Luke Muszkiewicz clarified the round robin for the superintendent gathering: 4-7pm for staff/students but student doesn't start until 5pm. Libby Goldes asked Francie about the "Walkout" and how that will all play out. Francie is a member of the Helena Youth Against Gun Violence and they have been organizing it all. The plan is to walk out of 2nd period at 10am for 17 minutes. During that 17 minutes, there will be speakers speaking for each of the victims killed in the shooting at Parkland. Karen Goldsberry asked if Francie had heard of the push for "Walk up" and going to those students who may be isolated or excluded at times? Francie has not heard about it but intends to find out. Assistant Superintendent Greg Upham addressed the Elementary schools and HMS as they are doing a sit in. CRA is planning on going out into their courtyard area and so there is definitely a K-12 approach to it in some capacity. Luke wanted to applaud the students for their leadership and the administration for being proactive around this situation. The way you are accommodating these students right to free expression but also recognition of our liability and where we stand is right on.

3. Bond/Project Update: Kalli Kind said they are going extremely well. The budget approval for both Central and Bryant will be brought to March 20th Board Session and a final design will be shown by the architects. Jim Darcy is not ready to be brought at this time as they are on a different schedule and they are completely on schedule for their project. Put out and received bids for Central which includes all of their site structural and concrete, landscaping, steel, elevator. All the bids have been received and they are reviewing those and they are getting really close to awarding that work. The plan is to begin moving dirt within the next two weeks. Small civil package put out for Bryant and Dick Anderson is going through those bids for smaller projects and will know soon. Central also put out bids. Ground breaking ceremonies start next week and all projects are moving forward. They are preparing for that work and all the behind the scenes work. It will be a great day for celebration and everyone is just excited for more. We have also had a lot of information on flexible furniture that has been shared with the district and the principals that has warranted positive, interesting conversations. Libby Goldes asked what about Seventh Avenue Gym? Kalli thought it was very interesting that the Seventh Avenue Gym came up because she received an email with a drone above that building. She said they have been working with two, one was SMA who was going to fly the drone to get some aerial pictures while looking down into the stack. Then were going to take core samples. She stated she has the unread email and that they are definitely moving forward on this site but it is a delicate situation. It is not as simple as taking the stack down and although it may not be progressing as fast as we would like it to, we are being very careful as to how we need to proceed. There needs to be a clear plan in taking it down and that has yet to be determined. Tyler Emmert stated there are community members asking about availability of the gym as Helena is short on gym space. Kalli stated SMA will do an economic feasibility study and there is a lot of work behind that in order to get it released. They will be working to determine the best feasible option for that building. Right now the building is not accessible as a lot of it is storage and also being used as a project office. Central school is an extremely constricted site and the parking is not certainly no room for them to bring in a job trailer so they are using it as their job office. It is not in the correct state for sports in the near future. There is a lot of equipment stored in there right now and another resolution will be brought forward for surplus of that equipment.

VII. SUPERINTENDENT'S REPORT: Superintendent Jack Copps stated he sent a written correspondence to the Superintendent for the East Helena School District that requested information back from their Board regarding their intent in enrolling students in the new high school if it is approved. Specifically to ask if it will be grade by grade and one year per grade so we understand how to put together that kind of estimate. Further, we just received word today that the district was approved for an intercap loan of \$800,000 for Broadwater roof that needs to be replaced. The term of the loan is six years and variable term interest of 3.15% The variable date for reconsideration is Feb 28th. This will be brought back to Board on March 20th for recommending the Board's approval. Karen Goldsberry pointed out that East Helena has a meeting on March 16th if anyone would like to attend.

Board Work Session will be held March 20, 2018 at Warren Elementary School (2690 Old York Road)

VIII. ADJOURNMENT

There being no other topics for future meetings, and no public comments on issues not on the agenda, the meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Sarah Sullivan, Chair

Sarah Bohorquez, Clerk

Date

CWG Project ID #10-48-11

BID TABULATION

Wednesday, March 28, 2018
3:30 P.M. M.S.T.
in Helena, Montana

CR Anderson Middle School
SAFETY AND SECURITY UPGRADES PROJECT
1200 Knight Street
Helena, MT 59601

TIME: 3:30

CONTRACTOR	PROPOSED PRICE	PROPOSED PRICE	PROPOSED PRICE
GOLDEN EAGLE	7880	✓	371,500
WADSWORTH BOHAT	8100	✓	341,400



CWG

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

Architect: Anthony Perpignano

PROPOSAL FOR:

**SAFETY AND SECURITY UPGRADES
CR ANDERSON MIDDLE SCHOOL**

For

Helena School District No. 1

Lewis and Clark County

Helena, Montana

ATTENTION: Janelle Mickelson, Business Services Administrator
Helena School District No. 1
Lewis and Clark County
May Butler Center
55 South Rodney
Helena, Montana 59601

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

Bidder's Declaration and Understanding

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

The undersigned bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____	Dated <u>3-16-18</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

CR ANDERSON MIDDLE SCHOOL TOTAL LUMP SUM BASE BID NUMBER ONE:

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

TOTAL LUMP SUM BASE BID NUMBER ONE

Sum of Three hundred forty one thousand four hundred Dollars (\$ 341,400)
(Price in Words)

ALTERNATE NO. 1: SHORTEN COMPLETION DATE OF ELECTRICAL/ LOW VOLTAGE FROM DECEMBER 14, 2018 TO AUGUST 22, 2018.

Sum of Zero dollars Dollars (\$ 0.00)
(Price in Words)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # WBC032818

KNOW ALL MEN BY THESE PRESENTS, that we **WADSWORTH BUILDERS COMPANY, INC.**
4601 2nd Ave. No., Great Falls, MT 59405

as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual)**
PO Box 14498, Des Moines, IA 50306-3498

(Here insert full name, and address or legal title of Contractor)

a corporation duly organized under the laws of the State of **IA**

(Here insert full name, and address or legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto
Helena School District #1
May Butler Center, 55 S. Rodney, Helena, MT 59601

(Here insert full name and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of

Ten Percent of Amount Bid----- Dollars (**\$ 10.00%**),

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

CR Anderson Middle School Safety & Security Upgrades Project, Project #10-48-11

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 28th day of March 2018

(Witness)

WADSWORTH BUILDERS COMPANY, INC.

(Principal)

VICE PRESIDENT
(Title)

(Seal)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title)

Dale J. Anderson, Attorney-In-Fact

**MERCHANTS
BONDING COMPANY™**
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dale J Anderson; Dianne L Meinhart; Stephani L Cordeiro; Timothy G Lightbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



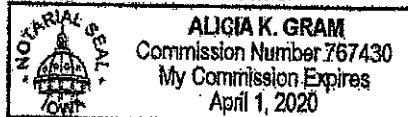
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of May, 2018



William Warner Jr.
Secretary

Agreement between Lewis and Clark County and School District No. 1 for the Maintenance of and Improvements to Sierra Park

School District No. 1 of Lewis and Clark County, Montana, referred to in this agreement as the "DISTRICT," and Lewis and Clark County, Montana, referred to in this agreement as the "COUNTY," enter into this agreement this ____ day of April, 2018.

The purpose of this agreement is to provide continued cooperation between the COUNTY and the DISTRICT in securing, constructing, maintaining and improving recreation facilities located upon real estate owned by the DISTRICT near Rossiter School, generally described as approximately 31.5 acres in the NW ¼ of Section 5, T10N, R3W, as shown on certificate of survey No. 3029320, known as and referred to in this agreement as "Sierra Park", for the use and benefit of all persons living in and traveling through Lewis and Clark County.

The COUNTY and the DISTRICT agree as follow:

Real estate involved in this agreement that the DISTRICT presently has an interest in shall remain vested in the DISTRICT, and upon completion or termination of this agreement, the real estate will remain so vested in the DISTRICT or its successor.

The DISTRICT shall appoint or otherwise designate a community advisory board to recommend improvements, coordinate meetings of user groups and citizens, establish protocols for usage in collaboration with DISTRICT and COUNTY, and raise funds to provide further improvement or maintenance as is necessary for the continuation and growth of Sierra Park.

It is further agreed that:

- The COUNTY shall follow the City/County Park Board process to fund capital improvement projects in Sierra Park as requested by DISTRICT or its designated advisory board;
- The COUNTY shall prepare bids, procure design specifications, and inspect capital improvements funded by the COUNTY and/or private fundraising efforts.
- The COUNTY shall administer the finances of major capital improvements associated with this agreement totaling over \$10,000 in value, including paying claims, unless specified or agreed through separate agreement.
- The COUNTY shall contribute from the County Parks fund to the DISTRICT an annual maintenance and operations contribution.
- The DISTRICT, in collaboration with its designated advisory board, shall administer the finances of other capital improvements associated with this agreement totaling less than

\$10,000 in value, including the paying claims, unless otherwise specified or agreed through separate agreement.

- The DISTRICT shall maintain, repair, and improve Sierra Park according to the terms of this agreement. The maintenance and repair will include irrigation, mowing, cleaning, storage of equipment, and other requirements for the normal operation of a park.
- The DISTRICT shall finance the maintenance and repair described above. This includes the paying all operations and personnel costs, as well as the costs for equipment needed for the maintenance of the park.
- The COUNTY shall include DISTRICT representatives, including members of the designated advisory board, in all communications related to parks maintenance, programming, funding opportunities, or other coordination that may benefit or guide the further development, use, and growth of Sierra Park.

The COUNTY shall annually maintain the road (Marcella Burke Drive) connecting Sierra Road with the developed parking lot annexed to Sierra Park. The COUNTY shall also regularly maintain the developed parking lot. Such maintenance will occur as needed and as prioritized by the COUNTY personnel, with needs assessed at least annually by COUNTY personnel.

This agreement will remain in full force and effect for a period of ten years from its approval; and that the DISTRICT land addressed by this agreement will remain in use for park purposes ten years from the approval of this agreement; the agreement can be review by the DISTRICT and COUNTY on an annual basis and can be changed by the agreement of the DISTRICT and COUNTY.

Dated this day of April, 2018

HELENA SCHOOL DISTRICT

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Susan Good Geise, Chairman

ATTEST:

Paulette DeHart, Clerk of the Board

School-Aged Child Care (SACC) Rate Increase Proposal

Rates for the SACC Program have not been increased since 2014. Currently the Program is operating in the red. In order to remedy this situation and remain competitive, the superintendent's recommendation is to increase rates effective June 11, 2018.

Summer Rates:

	<u>Current</u>	<u>Proposed</u>
All Summer	\$1,545	\$1,695
Week by Week	\$180	\$180 + \$15 activity fee
Week 4	\$120	\$120 + \$15 activity fee

Regular Weekly Rates:

	<u>Current</u>	<u>Proposed</u>
3 days afternoon	\$113	\$115
5 days afternoon	\$170/\$153*	\$173/\$156*
3 days morning	\$72	\$74
5 days morning	\$78/\$69*	\$80/\$72*
3 days morning & afternoon	\$142	\$145
5 days morning & afternoon	\$211/\$190*	\$211/\$190*

*Sibling discount

PERSONNEL ACTIONS
March 14, 2018 – April 10, 2018

CERTIFICATED PERSONNEL

Appointments

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Bond, Michael	05/08/18	4G's/Kindergarten	\$205.91/day*
Clark, Brooke	05/01/18	HMS/PE	\$215.33/day*
Knox, Brad	04/18/18	HHS/Transitions	\$244.52/day*
Krissovich, Megan	04/11/18	Jim Darcy/First Grade	\$205.91/day*
McMahon, Timothy	07/01/18	MBC/Activities Admin/Director	\$104,185/yr
Maharg, Sean	07/01/18	MBC/Special Education Co-Director	\$95,303.00
Morrison, Sean	07/01/18	MBC/Special Education Co-Director	\$90,275.00
McLellan, Judy	04/04/18	CHS/Spanish	\$299.83/day*

*Temporary Contract: Contract expires at the discretion of the District or 6/7/2018 whichever occurs first.

* 2018-19 Salary Increase of 1.5% dependent upon passing of levy.

Terminations

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Barnes, Lindsey	06/07/18	HHS/Social Studies	Resignation
Carella, Michael	06/07/18	Hawthorne-Jim Darcy/Music	Retirement
Cruse, Claudia	03/23/18	Kessler/Grade 4	Resignation
Muhlbeier, Caitlin	06/07/18	HHS/English	Resignation
Wallace, Whitney	06/07/18	CHS/English	Resignation

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>
Hellyer, Amy	04/03/18	Jim Darcy/Para Educator	\$12.01/hr.
Holst, MacKenzie	04/03/18	SSC/Para Educator/BI	\$12.51/hr.

McCue, Kevin	03/14/18	Central/SACC Site Manager	\$13.46/hr.
Mora-Holmes, Ingrid	04/02/18	HHS/Academic Tutor	\$15.25/hr.*
Nelson, Danielle	04/09/18	Jim Darcy/Para Educator*	\$10.71/hr.*
Wahl, Melissa	04/02/18	4G's/Deaf-Blind Intervener	\$15.41/hr.

**Temporary Assignment*

Terminations

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Bender, Susan	03/29/18	MBC/Personnel Assistant	Resignation
Culbertson, Heidi	03/30/18	Kessler/SSC Para	Resignation
Hanson, Tamara	03/14/18	Jim Darcy/SSC Para	Discharge
Whitesitt, Charles A.	03/08/18	Maintenance/Electrician	Resignation
Kuhn, Kelly	03/26/18	HHS/Academic Tutor	Discharge
Rose, Andrew	04/03/18	Maintenance/Custodian	Discharge
Isaak Eccleston, Tyler	04/03/18	Maintenance/Custodian	Discharge

Leaves

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

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Location</u>	<u>Amount</u>
Beeby	Leroy	Tennis-Asst Coach	HHS	\$1,236.00
Heiser	Robert	Tennis-Asst Coach	HHS	\$1,212.00
Ryerson	Layne	Tennis-Asst Coach	HHS	\$1,212.00
Bouchee	Lance	Tennis-Head Coach	HHS	\$TBD
Riebe	Nicole	Tennis-Asst Coach	HHS	\$2,923.79
Swenson	Ryan	Tennis-Head Coach	CHS	\$3,716.88
Bieber	Raymond	Tennis-Asst Coach	CHS	\$1,800.00
Wallace	Whitney	Tennis-Asst Coach	CHS	\$2,812.41
Fowler	Andrew	Tennis-Asst Coach	CHS	\$1,800.00
Garza	Manuel	Football-Var Asst Coach ½	HHS	\$1,739.72
Amestoy	Johanna	Volleyball 7 th Grade	HMS	\$551.00
Clark	Brooke	Volleyball 6 th Grade	HMS	\$551.00
Cleveland	Rebecca	Volleyball-Coach/Coordinator	CRA	\$634.00
Dalton	Kahlee	Volleyball 7 th Grade	HMS	\$551.00
Danzinger	Michaela	Volleyball 6 th Grade	HMS	\$551.00
Ehli	Shelly	Volleyball 7 th Grade	HMS	\$551.00
Fickler	Paige	Volleyball 7 th Grade	CRA	\$551.00
Graham	Susan	Volleyball 6 th Grade	CRA	\$551.00
Hagengruber	Leslie	Volleyball 6 th Grade	CRA	\$551.00
Madson	Michael	Volleyball 7 th Grade	CRA	\$551.00
McMahon	Kelle	Volleyball 7 th Grade	HMS	\$551.00
Norbeck	Casey	Volleyball 6 th Grade	CRA	\$551.00

Patch	Kendal	Volleyball 7 th Grade	CRA	\$551.00
Rauch	Marie	Annual	PAL	\$1008.00
Thomas	Shannon	Volleyball 6 th Grade	CRA	\$551.00
Walsh	Vicki	Volleyball 6 th Grade	HMS	\$83.00
Woodland	Kendra	Volleyball 6 th Grade	HMS	\$551.00
Ybarra	Austin	Volleyball 6 th Grade	CRA	\$551.00
McGinley	Michael	Volleyball 7 th Grade	CRA	\$551.00

Discretionary Attendance Agreements
To Be Approve April 10, 2018

<u>Grade</u>	<u>District of Attendance</u>
K	Townsend K-12
9	Townsend K-12
9	Townsend K-12
12	Townsend K-12

STUDENT INSTRUCTION

Federal Funding and Title I

The Board may participate in federal programs which in the judgment of the administrative staff shall be beneficial to the total school program. All projects written to secure federal funds shall be ~~on the recommendation of~~ approved by the Superintendent ~~and approval of the Board~~. The Board shall comply with all federal and state certification requirements for alcohol and drug abuse education and prevention programs.

The Superintendent or designee shall pursue funding under Title I, Improving the Academic Achievement of the Disadvantaged, of the ~~Elementary and Secondary Education Act~~ Every Student Succeeds Act, to supplement instructional services and activities in order to improve the educational opportunities of educationally disadvantaged or deprived children.

All District schools, regardless of whether they receive Title I funds, shall provide services that, taken as a whole, are substantially comparable. Teachers, administrators and other staff shall be assigned to schools in a manner that ensures equivalency among the District's schools. Curriculum materials and instructional supplies shall be provided in a manner that ensures equivalency among the District's schools

In keeping with the requirements of ESSIA(1) and EDGAR(2), the Board assures:

1. A salary schedule which applies to all instructional personnel,
2. Equivalence among schools in teachers, administrators, and auxiliary personnel,
3. Equivalence among schools in the provision of curriculum materials and instructional supplies, and
4. Parental consultation in project planning, implementation and evaluation.

Parental Involvement

The District maintains programs, activities, and procedures for the involvement of parents of students receiving services, or enrolled in programs, under Title I. These programs, activities, and procedures are described in the District – School Parental Involvement Compact, which is hereby incorporated by reference.

- (1) *Elementary and Secondary School Improvement Amendments*
- (2) *Education Department General Administrative Regulations*

The Superintendent shall develop the District – School Parental Involvement Compact according to Title I requirements. The Compact shall contain:

- (1) the District's expectations for parental involvement,
- (2) specific strategies for effective parent involvement activities to improve student academic achievement and school performance, and
- (3) other provisions as required by federal law. The Superintendent shall ensure that the Compact is distributed to parents of students receiving services, or enrolled in programs, under Title I.

47 The Superintendent shall ensure that the Compact is distributed to parents of students receiving
48 services or enrolled in programs under Title I.

49
50 Legal Reference: ~~Title I of the Elementary and Secondary Education Act, 20 U.S.C. §6301-~~
51 ~~6514, as implemented by 34 C.F.R. part 200 of the No Child Left~~
52 ~~Behind Act of 2001 *Agostini v. Felton*, 521 U.S. 103 (1997)~~

53
54 ESSA (2015). Every Student Succeeds Act of 2015, Pub. L. No. 114-95 §
55 114 Stat. 1177 (2015-2016).
56

57 Cross References:

58

59 Policy History:

60 Adopted on: 2.28.2012

61 Revised on:

62

STUDENT INSTRUCTION

Instructional Materials

The Board is legally responsible to approve and to provide the necessary instructional materials used in the District.

Basic instructional course material ~~in the fundamental skill areas of language arts, mathematics, science, and social studies~~ should be reviewed at intervals not exceeding five (5) years or in a manner consistent with the state's standards revisions schedule. Instructional materials, both print and non-print, are selected based upon their quality and educational value. Instructional materials shall be recommended ~~by committees through a process~~ established by the Superintendent. ~~Specific criteria for selection shall be developed by each committee.~~

Basic Instructional materials for required courses shall be provided for use to students at no cost. Students may be charged for lost or damaged instructional materials including but not limited to textbooks, technology, etc.

The District may receive and/or provide distance, online, and technology-delivered learning programs to supplement instruction within the District. These programs may be utilized in the same manner as other supplementary resources, and all programs and/or courses shall meet the learner expectations as adopted by the District and must be aligned with state content standards and content-specific grade-level learning progressions.

Except as provided by state regulation, teachers of distance, online and technology delivered learning programs shall be licensed and endorsed in Montana in the area of instruction taught with such license granted as a result of the completion of an accredited professional educator preparation program. The District shall appoint a distance learning facilitator for each course.

Legal References:	§ 20-7-601, MCA	Free textbook provision
	§ 20-7-602, MCA	Textbook selection and adoption
	10.55.603, ARM	Curriculum and assessment

Cross References: 2140 K-12 Online Learning

Policy History:

Adopted on:

Revised on:

3.3.2015 Policy Committee – 1st Reading
4.7.2015 Policy Committee – 2nd Reading
5.6.2015 Policy Committee – 3rd Reading

5.12.2015 Full Board – 1st Reading
6.9.2015 Full Board – 2nd Reading
2.6.2018 Policy Committee – 1st Reading Revision
4.3.2018 Policy Committee – 2nd Reading Revision
4.10.2018 Full Board – 1st Reading Revision

2
3 **STUDENTS**

4
5 **Education of Children in Foster Care**

6
7 Children in foster care are entitled to educational stability and the opportunity to achieve at the
8 same high levels as their peers. "Foster care" means 24-hour substitute care for children placed
9 away from their parents or guardians and for whom the child welfare agency has placement and
10 care responsibility. This includes, but is not limited to, placements in foster family homes, foster
11 homes of relatives, group homes, emergency shelters, residential facilities, child care institutions,
12 and pre-adoptive homes.

13
14 The District agrees to cooperate with child protective agencies to ensure that children in foster
15 care remain in their school of origin unless it is not in their best interests. If it is determined to
16 be in the child's best interest to not remain in his or her school of origin, the District shall enroll
17 a child in foster care in a school determined to be in the child's best interest without delay
18 regardless of whether that student can produce records normally required for enrollment. The
19 new school in which a child in foster care is enrolled shall immediately contact the school of
20 origin to obtain the child's records.

21
22 The Superintendent or designee shall identify a Point of Contact (POC) to coordinate the
23 District's provision of services to children in foster care.

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26 Cross References: 3085 Transfer of Student Records
27 3090 Receipt of Confidential Records
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31 Legal References: 20 U.S.C. 6311 Title I (as amended by Every Student Succeeds Act)
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35
36

37 **Policy History:**

38 Adopted on:

39 Revised on:
40

PERSONNEL

Prohibition on Aiding and Abetting Sexual Abuse

The District prohibits any individual who is a school employee, contractor, or agent from assisting another school employee, contractor, or agent in obtaining a new job if it is known or there is probable cause to believe that such person engaged in sexual misconduct regarding a minor or student in violation of law. Assisting a person in obtaining a new job does not include the routine transmission of administrative or personnel files.

This prohibition does not apply if the information giving rise to probable cause:

1. Has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct and any other authorities required by federal, state or local law, including, but not limited to Title IX; and
2. One of the following three circumstances has occurred:
 - a. the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of law;
 - b. the school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
 - c. the case or investigation remains open and there have been no charges filed against or indictment of the school employee, contractor, or agent more than four years from the date the information was reported to law enforcement.

Legal References: §§ 8038, 8556 Every Student Succeeds Act

Cross References:

Policy History:

Adopted on:

Revised on: