



The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.

Board of Trustees Meeting

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

Tuesday, June 11, 2019 - 5:30 p.m.

AGENDA

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. REVIEW OF AGENDA

III. OATH OF OFFICE FOR 2019-2020 STUDENT BOARD REPRESENTATIVES

- A. Zyanne Cervantes, Capital High School Representative to the Board of Trustees
- B. Hannah Muszkiewicz, Helena High School Representative to the Board of Trustees

IV. STUDENT RECOGNITIONS

- A. State Track and Field Championships: Odessa Zentz, 400m and 800m Champion
- B. Montana Trig STAR Math Competition: Paul Schuele, 1st Place
- C. Harrison Writing Award Winner: Natalia Kelly
- D. The Montana Journalism Education Association: Alyssa Tompkins, Best Opinion Writing Class AA

V. 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.

VI. NEW BUSINESS

- A. **Items for Action** (*The Board of Trustees will accept Public Comment on the Following Items*):
 - 1. Board Meeting Minutes May 14, 2019 (see attached)
 - 2. Approval of Multidistrict Cooperative Agreements (see attached)
 - 3. Health Insurance Plan Detail 2019-2020 (see attached)
 - 4. Approval of the HSD – HEA Paraprofessional Contract (see attached)
 - 5. Approval of the HSD-MFPE Secretaries Collective Bargaining Agreement (see attached)
 - 6. Approval of the HSD Carpenters Collective Bargaining Agreement (see attached)
 - 7. Approval of HSD Transportation Contract Renewal (see attached)
 - 8. HSD Policy 5025: Employment and Assignment (see attached)
 - 9. HSD Policy 5255: Disciplinary Action (see attached)

Helena Public Schools Board of Trustees

Luke Muszkiewicz
Board Chair

Terry Beaver
Vice Chair

John E McEwen
Trustee

Libby Goldes
Trustee

Siobhan Hathhorn
Trustee

Jeff Hindoién
Trustee

Sarah Sullivan
Trustee

Jennifer Walsh
Trustee

B. Consent Action Items

1. Approval of Personnel Actions (see attached)
2. Approval of Warrants
3. Approval of Out-of-District Attendance Agreements - Incoming Students (see attached)
4. Early Kindergarten Admission Request: Student 1
5. Early Kindergarten Admission Request: Student 2

C. Reports

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

VII. ITEM FOR ACTION

A. 2018/19 Evaluation of the Superintendent

(Personnel Specific: This portion of the meeting will be closed because the demands of individual privacy clearly exceed the merits of public disclosure. MCA 2-3-203)

VIII. SUPERINTENDENT'S REPORT

IX. BOARD COMMENTS

X. ADJOURNMENT

Next Regular Board Meeting: August 11, 2019



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 May 14, 2019
5:30 p.m.

MINUTES - DRAFT

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 – Excused
Jeff Hindoien, Trustee
Luke Muszkiewicz, Trustee
Elizabeth “Libby” Goldes, Trustee
Sanjay Talwani, Trustee – Excused
Jennifer Walsh, Trustee
Siobahn Hathhorn, Elected Trustee
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
Stacy Collette, Human Resources Administrator
Kalli Kind, Facilities Administrator
Sean Morrison, Special Education Administrator
Sean Maharg, Special Education Administrator
Kim Stout, HEA President

Trish Klock, Bryant Elementary School Principal
Steve Thennis, Helena High School Principal
Nick Radley, Four Georgians Elementary Principal

Guests:

Jim Weber, Capital High School

Lisa Cordingley, Helena Education Foundation

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chair Sarah Sullivan called the meeting to order at 5:35 p.m. and led the Pledge of Allegiance.

II. REVIEW OF AGENDA

Consent Action Item #9 ES Bond FF&E Award will be moved to New Business, Items for Action. Item for Action #5, 3/12/19 Revised Board Meeting Minutes will be removed from the agenda as they were already approved as amended at the 4/9/19 Board Meeting.

III. STUDENT RECOGNITIONS

a. SkillsUSA State Leadership Conference

Capital High teacher Jim Weber introduced Kyler Nelson, a Senior at Capital High. Kyler won the State CNC Machining Championship and qualified for Nationals in Louisville, Kentucky. Kyler has been offered a full-time job working in Columbia Falls and will be attending Flathead Valley Community College. Kyler also received \$7000 in scholarships.

b. Harrison Writing Awards

Lisa Cordingley, HEF President, introduced the Harrison Writing Award recipients. The Harrison Writing Awards were established by Dr. Lee Harrison when she was on the HEF Board as a way of honoring creative work in the community as well as skills in science and sport and all areas where students do wonderful things. The Harrison Award is a \$250 stipend. The winners are chosen by a committee of professional writers in the community. The committee receives the writing without any identifying information as to who submitted it. This year there were four recipients. Capital High Students Jordan Bird, Meagan Broussard and Kate Loble were present. Natalia Kelly is also an award winner but was not able to be present. The students work is also published in the HEF magazine, Pen and Ink.

IV. GENERAL PUBLIC COMMENT

None

V. NEW BUSINESS

A. Items for Action

1. Canvass of Election Results

Janelle Mickelson, Business Manager, provided information regarding the recent election. The levy passed 57% for, 43% against. The voter turnout

was 34.27%. The elected officials are Libby Goldes, John McEwen and write in candidate Siobhan Hathhorn. There were 8 write-in candidates this year.

Motion: Luke Muszkiewicz moved to canvas the election results. Terry Beaver seconded the motion.

Board Comment: None

Public Comment: None

Vote: 6-0 The motion carried.

2. Oath of Office 2019-2020 Elected Trustees

Janelle Mickelson administered the Oath of Office to elected Trustees Libby Goldes and Siobahn Hathhorn. Elected Trustee John McEwen was not present and will be sworn in at a later date.

Board Comment: Board Chair Sarah Sullivan recognized the contributions that Tyler Emmert and Sanjay Talwani provided to the Board. She stated that she felt that Tyler really helped move along discussions about the budget issues within the District and Sanjay really helped with some important policy making and writing over the last two years. Chair Sullivan thanked them both for their service and contribution to the Board. She then welcomed Trustee Libby Goldes back and welcomed Trustee Siobahn Hathhorn to the Board. No motion needed.

3. Reorganization of the Board of Trustees

Motion: Libby Goldes moved to reappoint Terry Beaver as the Board Vice Chair. Luke Muszkiewicz seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

Board Comment: Sarah Sullivan spoke about what an honor it has been to be the Board Chair the last two years. She would like to step aside and make room for another trustee to take over the leadership role.

Motion: Libby Goldes moved to appoint Luke Muszkiewicz as the Board Chair. Jeff Hindoien seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

4. Appointment of Clerk

Motion: Sarah Sullivan moved to appoint Janelle Mickelson as the District Clerk. Libby Goldes seconded the motion.

Board Comment: Sarah Sullivan thanked Janelle for all of her hard work.

Public Comment: None

Vote: 7-0 The motion carried.

5. 4/9/19 Board Meeting Minutes

Amendments will be made to page 6, under the MTSBA report 5th paragraph, page 7 Superintendents Report 2nd paragraph and 6th paragraph, page 7 Board Comments.

Motion: Sarah Sullivan moved to approve the 4/9/19 Board Meeting Minutes with Amendments. Libby Goldes seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

6. HSD Policy 1015: Goals, Mission and Vision

Barb Ridgway presented Policy 1015 for a second reading. This policy clarifies the changes that were made at the Board retreat. Trustee Siobahn Hathhorn asked for help understanding the first guiding principle listed. Barb Ridgway stated that it is a hope that students will come to school healthy. Luke Muszkiewicz stated that the last time it was visited the Board decided not to revisit the whole document but mainly the mission statement. He stated that it could be earmarked for a Board Retreat.

Motion: Jeff Hindoien moved to approve Policy 1015 as presented. Sarah Sullivan seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

7. HSD Policy 2333: Participation in Commencement Exercises

Barb Ridgway presented Policy 2333 for a second reading. The policy reflects the change in state law regarding tribal regalia.

Motion: Jeff Hindoien moved to approve Policy 2333 as presented. Libby Goldes seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

8. HSD Policy 5122: Criminal Background Investigations

Barb Ridgway presented Policy 5122 for a second reading. The policy reflects a change on line 34, changing drivers license to government issued ID and another reliable proof of identity.

Motion: Jeff Hindoien moved to approve Policy 5122 as presented. Libby Goldes seconded the motion.

Board Comment: Terry Beaver asked about the government issued ID and if a driver's license could be the same thing. It was believed by the other Board members that a driver's license was a government ID as well as any other ID would be if issued by a state, federal or tribal agency.

Public Comment: None

Vote: 7-0 The motion carried.

9. ES Bond FF&E Award

Kalli Kind presented information relating to the Elementary School Bond Furniture, Fixtures and Equipment at the three new schools. Six vendors across the state supplied bids in the process. The recommendation by Kalli was for the district to award contracts to Montana School Equipment in Great Falls, J2 in Butte, 360 Office Solutions in Helena and Office City in Missoula. The award amounts would be 82% of the budget for FF&E and would allow for a secondary order to be placed after staff has been in the work spaces and can provide feedback on what may still be needed.

Board Comment: Terry Beaver asked if standup desks, safety wall pads were part of the bids. Kalli stated that the pads are part of the construction and that the teachers had opted to have mobile cards instead of desks and that flexible seating options for students were included. Kalli also mentioned that the playground equipment was part of the construction budget. Siobahn Hathhorn stated it was awesome to allow flexibility in the classrooms and asked how Kalli separated out the budget by school. Kalli stated that the budget allocated \$1100 per student for FF&E.

Motion: Jeff Hindoien moved to award the first FF&E procurement contract to Montana School Equipment in the amount of \$209,300.85, a second FF&E procurement contract to J2 in the amount of \$109,065.02, a third FF&E procurement contract to 360 Office Solutions in the amount of \$666,581.33 and a fourth FF&E procurement contract to Office City in the amount of \$136,881.30. Terry Beaver seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

B. Consent Action Items

1. Approval of Personnel Actions
2. Approval of Warrants
3. Approval of Out-of-District Attendance Agreements – Incoming Students
4. Approval of Notice of Disposal of Personal Property – Technology Department
5. Approval of Four Georgians Boiler Room Replacement Award

Motion: Libby Goldes moved to approve the Consent Action Items. Jeff Hindoien seconded the motion.

Public Comment: None

Vote: 7-0 The motion carried.

C. Items for Information

1. HSD Policy 5025: Employment and Assignment

Barb Ridgway presented information regarding Policy 5025 for first reading. It is an existing policy that is being reviewed. The committee looked at the MTSBA language for policy 5250 and copied that language into our policy 5025. They also have stricken redundant information from the policy.

Board Comment: Jeff Hindoien suggested adding language to include in the first paragraph last sentence to include Collective Bargaining Units.

2. **HSD Policy 5255: Disciplinary Action**
Barb Ridgway stated that this is a new policy based on the MTSBA model. There were a few minor revisions that the policy made.

D. Reports

1. **Budget & Program Committee Report**

Trustee Libby Goldes reported that she conducted the last meeting in Tyler Emmert's absence. The first thing discussed was that Dr. Ream had completed 18 meetings at all of the different school sites to discuss budget concerns. Dr. Ream then relayed information shared by district staff with the committee. In addition, Dr. Ream discussed negotiations that are underway and that one thing needed is a better idea of where the Health Benefits Committee is on the increase, but that won't be voted on until later in the month. They are looking at the need for a new salary schedule. Negotiations need to be completed before Janelle can work on the upcoming budget. There is also a science adoption for grades 6-8 that is forthcoming at a cost of approximately \$250,000 that mostly goes to technology. Janelle is not requiring schools to use all of their budget, but to use the interlocal agreement to hold money over for future use.

2. **Policy Committee Report**

Board Chair Luke Muszkiewicz reported that the Committee is going to be taking another look at Policies 5025 and 5255. They will then continue work on the 2000 series, working on 2080 and 2090. The next meeting is June 4th.

3. **Facilities & Maintenance Report**

Board Vice Chair Terry Beaver asked Kalli Kind to speak about the Central School parking alignment. Kalli reported that she had been working with the City Transportation Manager and has received the application for the permit parking. The plan is to go one-way heading west bound on 7th Avenue between Warren and Cruse and then permitted parking for district employees diagonal parking. This should be a non-issue and works well with the ideas that the City of Helena has. It will go before the City Commission. Everything is looking good.

Kalli Kind also spoke regarding the Hawthorne retaining wall. There was an opportunity for community members to purchase Hawthorne rocks from the retaining wall. Helena Sand and Gravel has been onsite working. The wall is coming down and there will need to be about 5 feet excavated. There have been some trees that were lost in the process. Spot repair is being done on the North wall and the East stairs. Helena Growing Friends is planning on replacing trees on Madison.

4. **Health Benefits Committee Report**

Trustee Libby Goldes reported that the Committee considered the estimates for the various increases anticipated in vision, dental and medical usage. There was a recommendation of a 9% increase to the committee. The impact of those numbers were given to Stacy Collette to help put together the discussion package for negotiations. It would be a \$492 increase per person. The goal is to provide an employee with the Premium Plan and Life Insurance so the cost of that is being looked at. There is continuing concern of some high-priced claims although it was discussed with Allegiance about whether we needed to be looking at our stop loss settings. This is included in the contract with Alliant and will be looked into later.

5. Montana School Boards Association Report

Board Chair Luke Muszkiewicz reported that the Legislature wrapped up. From the MTSBA perspective, there is frustration that there is not more money for public education. As a whole, it was a successful session. The Legislature honored their commitment to restore funding that was made in the 2017 session. There were a few victories that will provide new tools and new sources of funding for the District. Mainly the safety and security levy and some other flexibility using some of the permissive levy maintenance funds. The focus now is translating those victories into practical know how. The Legislature ended with intense discussions around Pre-K.

MTSBA Directors decided to change the advocacy process. The members will be asked for their resolutions this summer. The Delegate Assembly will move to October with MCEL and the Annual Meeting will be held in June 2020. This should allow more time to review, communicate and influence proposals from the resolutions. Trustee Libby Goldes asked about any consideration being given to weighting of votes or the need of members to be present to vote. Luke Muszkiewicz stated that the June MTSBA Board Meeting will address changing the number of votes for members.

6. Helena Education Association Report

Kim Stout, HEA President, reported that Laura Trapp, Librarian at Rossiter Elementary was named the Educator of the Year. Beth Heiser, long time Special Education Para was named Para Educator of the Year. Jane Shawn, first grade teacher at Four Georgians was elected as the HEA President for the next year, with her term beginning on July 1st. The District and HEA bargaining teams have been meeting weekly to discuss and wrap up negotiations for the 2019-2021 Collective Bargaining Agreement.

The member highlight this month comes from Bryant Elementary School. Joice Franzen has been a Rockstar! The school has had to make some major adjustments due to the loss of the gym/cafeteria space and Joice has gone out of her way to make sure the students are taken care of. These things include adjusting her instruction so that if her space needs to be used for indoor PE, the kids have enough space to make that happen, allowing her library space to

be used to feed kids on days that they can't be outside and for the after-school program. She is a true team player and a very valuable part of the Bryant family.

Board Chair Luke Muszkiewicz thanked Kim for her service, leadership and feedback. Trustee Sarah Sullivan thanked Kim and also mentioned that Joice Franzen is on a committee for the Sun Run and has been instrumental in helping get everything together for the solar panels coming to Bryant. Trustee Libby Goldes also thanked Kim for her positive attitude and her hard work and dedication.

7. Student Representative Reports

Aurora Boutin, Helena High School Representative, reported that Helena High had 15 Distinguished Scholars. AP testing is ongoing this week. The final numbers are coming in from East Helena High so have been able to determine if they can add classes. Helena High will be adding French 4 and Spanish 5 next year. Final stages of the graduation planning is ongoing. There are 14 Valedictorians with 6 doing a group speech. Gowns have been delivered and will be silver with red stoles. Aurora stated that it has been a unique opportunity to serve as Helena High Representative and thanked the Board for the opportunity.

Trustee Sarah Sullivan stated that she really appreciated having the students input and that student voices are so important. Trustee Libby Goldes also stated that she appreciated all that Aurora has done and wished her well. Board Chair Luke Muszkiewicz commended her work on the mock trial and thanked her for her leadership.

Mariah Thomas, Capital High School Representative, reported that ACT Aspire testing is underway for 9th and 10th graders. There are over 450 AP tests being taken. Capital High has been nominated as a Smart School Champion thanks to work being done by Sarah Urban. There will be 5 students that speak at graduation, chosen through an application and an audition. Ms. Doran organized a Senior Awards night. Capital High has 23 Distinguished Scholars & Distinguished Achievers. There was a student leadership meeting. The juniors present are again looking at valedictorian qualifications and also voting on the senior wall mural. The Capital High students were also very concerned about the possibility of not having SRO's in the school next year.

Mariah thanked the Board for the opportunity to serve and is so thankful for such a great experience. Trustee Sarah Sullivan thanked her for her knowledge of student gun safety and felt it has been an effective and meaningful campaign in the community. Trustee Libby Goldes reiterated that and mentioned that the student representatives have done a great job communicating issues within their schools to the Board. Board Chair Luke

Muszkiewicz stated that it was very inspiring to attend Youth Against Gun Violence and see students having meaningful, respectful discussion and thanked her for being a leader.

Board Chair Luke Muszkiewicz stated that the Board makes better informed decisions for students by having students on the Board and thanked them for their valuable role.

VI. SUPERINTENDENT'S REPORT

Dr. Tyler Ream asked Kalli Kind to provide a brief bond update and showed a quick video of the Jim Darcy students entering their new school for the first time. The video can be found on the district website, Twitter, Facebook and Instagram. Safety and Security updates are being done at five schools: Jim Darcy, Bryant, Central, Smith and Broadwater. Preparations are being made to relocate the modular buildings that are currently housed at Jim Darcy. The library will be moved to Warren and the two-classroom building will be moved to Kessler. Finishing details are going on and it is an amazing sight to see! Everything is currently on schedule and on budget. There will be an open house scheduled in August to tour the new buildings. Mosaic Architecture, Dick Anderson Construction, CTA, Hulteng and Robert Peccia & Associates donated a score board to Bryant so there would be two in the new gym space. DSA, Dick Anderson Construction, Hulteng and Morrison-Maierle donated a score board to Jim Darcy so that they would have two in their new gym.

Dr. Tyler Ream spoke about how amazing it was to see the HEF Celebration of Excellence. He also spoke about the Shodair Champion Child, Bella Nyman, who is a student at PAL and the daughter of Smith Elementary Principal Jill Nyman. Bella made a video regarding mental health and her personal journey.

Dr. Ream also would like to give credit to MTSBA and SAM (School Administrators of Montana) for their work with the Legislature and for keeping up to date details available. Dr. Ream also thanked Tyler Emmert and Sanjay Talwani for their service with the Board of Trustees and for bringing their strengths and insight to the District.

Dr. Ream thanked Mariah and Aurora for their contributions to the Board and stated that they brought context to the discussions that is needed and thanked them for being an inspiration and reminding the Board what it is all about.

VII. BOARD COMMENTS

Trustee Sarah Sullivan thanked Dr. Ream for all of the budget work and negotiations. Trustee Libby Goldes thanked Sarah Sullivan for her leadership. Trustee Jeff Hindoi attended the city commission administration meeting and asked for transparency with the discussions surrounding SRO's. Board Vice Chair Terry Beaver also thanked Sarah for her devoted leadership and the accomplishments she had.

VIII. ADJOURNMENT

There being no other topics for future meetings and no public comment on issues not on the agenda, the meeting adjourned at 7:35 p.m. The next Board Meeting is a work session at Smith Elementary School on May 28th and the regular Board Meeting will be held on June 11, 2019.

Respectfully submitted,

Luke Muszkiewicz, Chair

Angie Ford, Recording Secretary

Date

Board of Trustees Meeting

Approval of Multidistrict Cooperative Agreement



I. NEW BUSINESS

A. Items for Action

2. Approval of Multidistrict Cooperative Agreement between Helena Elementary School District and Helena High School District.
-

Background:

Pursuant to 20-3-363, MCA, boards of trustees of any two or more school districts may enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts and to provide for the joint funding and operation and maintenance of all participating districts upon the terms and conditions as may be mutually agreed to by the districts. An agreement must include provisions for dissolution of the cooperative, including the conditions under which dissolution may occur and the disposition of any remaining funds that had been transferred to an interlocal cooperative fund in support of the cooperative. An agreement must be approved by the boards of trustees of all participating districts and must include a provision specifying terms upon which a district may exit the multidistrict cooperative. The agreement may be for a period of up to 3 years.

Member districts of a multidistrict cooperative are authorized to make transfers to the interlocal agreement cooperative fund from the district's general fund, budgeted funds other than the retirement fund or debt service fund, or nonbudgeted funds other than the compensated absence liability fund. Transfers to the interlocal cooperative fund from each participating school district's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. Transfers may not be made with funds restricted by federal law unless the transfer is in compliance with any restrictions or conditions imposed by federal law.

Considerations:

- Helena Elementary School District and Helena High School District originally formed a multidistrict cooperative on March 12, 2013. The current agreement expires June 30, 2019.
- Periodic transfers have been made to the fund as shown on the following page.
- The current balance in the multidistrict interlocal fund is \$3,524,445.73.
- The multidistrict cooperative was created for the purposes of purchasing K-12 curriculum and resource adoption, professional development, emergency staffing to achieve accreditation standards, and operational costs for the participating districts.
- The term of the agreement is from July 1, 2019 to June 30, 2022

Superintendent recommendation:

Approve of renewing the multidistrict cooperative agreement between Helena Elementary School District and Helena High School District.

Multidistrict Agreement

This Multidistrict Agreement (hereinafter "Agreement") is entered into this 11th day of June, 2019 by and between Helena School District #1 Elementary District of 55 South Rodney, Helena, MT 59601 (hereinafter "Helena Elementary District") and Helena School District #1 High School District (hereinafter, "Helena High School District"). Both Helena School District #1 High School and Elementary districts are considered to be "participating districts."

WHEREAS, pursuant to section 20-3-363, MCA, the boards of trustees of any two or more school districts may enter into an Multidistrict Agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the Participating Districts and to provide for the joint funding and operation and maintenance of all Participating Districts upon the terms and conditions as may be mutually agreed to by the districts subject to the conditions of section 20-3-363, MCA;

WHEREAS, an Agreement made pursuant to section 20-3-363, MCA, must be approved by the board of trustees of all Participating Districts;

WHEREAS, all expenditures in support of the Multidistrict Agreement may be made from the interlocal cooperative fund in accordance with sections 20-9-703 and 20-9-704, MCA. Each Participating District of the multidistrict cooperative may transfer funds into the interlocal cooperative fund from the general fund, any budgeted fund, or any non-budgeted fund of the Participating Districts, except as limited/prohibited law as follows:

1. transfers to the interlocal cooperative fund from each Participating District's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund;
2. transfers from the retirement fund, the debt service fund or the compensated absence liability fund are prohibited; and
3. transfers may not be made with funds restricted by federal law unless such transfer is in compliance with any restrictions or conditions imposed by federal law.

WHEREAS, in accordance with section 20-9-703, MCA, Helena Elementary School District, shall be designated as the prime agency. All other Participating Districts shall be designated as cooperating agencies;

WHEREAS, expenditures from the interlocal cooperative fund are limited to those expenditures that are permitted by law and that are within the final budget for the budgeted fund from which the transfer was made.

NOW THEREFORE, the districts hereby agree as follows:

1. To create a multidistrict cooperative for the purpose of purchasing K-12 curriculum and resource adoption, professional development, emergency staffing to achieve accreditation standards, and operational costs for the participating districts, which include but are not limited to one-time staffing costs of participating districts.

2. To create an interlocal cooperative fund for the purpose of transferring funds from the Participating Districts for the purpose(s) stated herein;
3. Helena Elementary District is designated as the prime agency and as such shall establish a nonbudgeted interlocal cooperative fund for the purpose of the financial administration of this Multidistrict Agreement.
4. All other Participating Districts are designated as the cooperating agencies and in accordance with section 20-9-704, shall transfer its financial support under this Agreement to the prime agency by district warrant or journal entry.
5. Any and all amounts transferred into the interlocal cooperative fund by any Participating District may come from: (a) the respective district's general fund in an amount not to exceed the direct state aid in support of the respective school district's general fund; or (b) any other budgeted fund of a participating district, except that funds cannot be transferred from the retirement fund or the debt service fund; or (c) any nonbudgeted fund of a Participating District, except that funds cannot be transferred from the compensated absence liability fund.
6. Transfers may not be made with funds restricted by federal law unless the transfer is in compliant with any restrictions or conditions imposed by federal law.
7. Any and all amounts transferred into the interlocal cooperative fund by each Participating District must be for the purpose(s) stated herein as mutually agreed upon between the Participating Districts in accordance with the terms of this Agreement.
8. The term of this Agreement shall be from July 1, 2019 to June 30, 2022. This Agreement may be extended by mutual approval of each Participating District. However, the term of the Agreement may not extend beyond 3 years. Any remaining fund balance in the interlocal cooperative fund at year end may be carried over to the subsequent fiscal year.
9. The terms of this Agreement may be changed upon mutual written approval of the Participating Districts.
10. Each Participating District shall agree how the funds shall be disbursed during the current fiscal year by establishing a budget or guidelines. The prime agency shall adhere to this Agreement. The Participating Districts will be provided with a monthly accounting summary of expenditures from the prime agency.
11. The multidistrict cooperative may be dissolved upon mutual consent of all Participating Districts in writing upon 14 days written notice to all Participating Districts. In addition, any Participating District may terminate its participation in the multi-district cooperative upon 14 days written notice to all Participating Districts. In the event that the multidistrict cooperative is dissolved in its entirety or any Participating District terminates its participation in the multidistrict cooperative, the provisions of Paragraph 12

below shall apply.

12. Upon termination of this Agreement by one or all Participating Districts, the funds of the district or districts that no longer desire to participate in this multidistrict cooperative shall be returned to such District(s) on a pro rata share of the current funds held by the prime agency after all outstanding financial obligations have been paid with said funds to revert back to the original fund(s) from which the money was transferred as a result of said District(s) participation in the multidistrict cooperative.
13. This Agreement shall be interpreted according to and governed by the laws of the State of Montana.

As agreed, on this _____ day of _____, 20____.

Luke Muszkiewicz, Board Chair
Helena Elementary School District No. 1

Date

Luke Muszkiewicz, Board Chair
Helena High School District No. 1

Date

Attest:

T. Janelle Mickelson, Business Services Administrator
Helena Elementary School District No. 1

Date

T. Janelle Mickelson, Business Services Administrator
Helena High School District No. 1

Date

Board of Trustees

Approval of HPS Health Insurance Plan 2019



I. NEW BUSINESS

A. Items for Action

3. Approval of Health Insurance Plan and Premiums for the 2019-2020 School Year.
-

Background:

The District Health Insurance Plan covers all employees at various levels based on hours and days worked. The plan is self-funded and we use Allegiance as our Third Part Administrator for the Medical and now, Express Scripts for the Pharmaceutical.

Through an extensive premium analysis, the cost projections for 2019-2020 Plan Year reflect a 12% increase in utilization and 8% increase in stop loss. Claims costs for medical and pharmacy reflect a 7% increase, Dental, at 4%, and Vision, at 3%.

The national average medical and pharmacy increases for this year was around 7.8%, with Montana specifically experiencing a 7% increase for non-grandfathered plans under PPACA.

The results of the yearly analysis at a 7% increase in medical and pharmacy costs are as follows:

- A.) To remain solvent the Plan requires \$9,672,787 in new money. Current premiums do not cover that total cost and require an additional \$791,038.
- B.) For every 1% increase in Premiums adds an additional of about \$88,817.

The committee recommends a 9% premium increase which will generate \$799,357.

Considerations:

- The Health Plan has seen a decrease of \$3 million in Unreserve Funds over the past 2 ½ years.
- The increase of 9% will help offset the cost increase and keep our Health Plan whole and funded.
- With the Cafeteria Benefit Dollars increasing by 5.5%, that will keep our tradition of funding our Full-Time employees on the Single Premium Plan and their Life Insurance.
- The negotiations with HEA and other bargaining units affirmed the change in premium adjustments, and the budgeted \$41 increase in cafeteria dollars to employee health insurance has been approved.

Superintendent recommendation:

Approve the changes to the benefit plan and premiums as directed by the Health Insurance Benefit Committee.

Memo

To: Helena Board of Trustees

From: Health-Benefits Committee

Date: May 30, 2019

Re: Premium Analysis for Plan year 2019-2020

The attached/mailed calculations summarize the work completed to assist the Finance Benefit Sub-committee in determining the Health Benefit Premiums for the 2019-2020 plan year. This includes calculations for proposed benefit increases and or benefit reductions.

The Claims Paid and Expense Adjustments for Inflation schedule calculates estimated claims and expenses four ways;

- A. Annualizes six months, October 1, 2018 through March 31, 2019 of administrative expenses and claims.
- B. Last plan year October 1, 2017 through September 30, 2018 administrative expenses and claims.
- C. Last twelve months, April 1, 2018 through March 31, 2019 administrative expenses and claims.
- D. The average year claim costs of the three methods listed above

The costs are inflated by 12% for utilization review and 8% for stop loss. Claims costs for medical and pharmacy were inflated by the 7%, Dental at 4%, and Vision at 3%. The medical and pharmacy national average being 7.8%, with Montana at 7% for non-grandfathered plans under PPACA.

Calculated was the annual administration costs per employee by dividing the administrative expenses by the total number of employees currently enrolled on the plan. That amount is multiplied by the number of people enrolled in the standard plan and the premium plan. The administrative costs are added to the inflated claims costs. This determines the estimated costs for both plans, based upon the relative enrollment number.

The results of the yearly analysis at a 7% increase in medical and pharmacy costs are as follows:

- A.) \$9,672,787 is needed, with current premiums at \$8,881,749 it would require \$791,038 to balance.
- B.) For every 1% increase in Premiums adds an additional of about \$88,817.

The results of a 9% premium increase would generate \$799,357 which offsets the estimated cost increase by a positive \$8,319.

Funding for cafeteria dollars is to increase 5.5% bringing the benefit dollars from \$740 to \$781 per month for an FTE of 1.00 (full-time) employee. This keeps our tradition of funding the Single Premium Plan and Life Insurance for our full-time employees.

It is the Health/Benefits committee's recommendation to have a 9% increase in Premiums. This increase will help offset the cost increase and keep our Health Plan whole and funded appropriately.

Thanks,

Richard Franco

Human Resource Benefits Manager
Helena Public School District #1

*Helena School District #1 PY 2019-2020
Projections Summary*

FINAL CALCULATIONS SUMMARY

Amount Needed Based off 7% (Med), 4% (Den), 3% (Vis)

Average of Inflation Methods	\$ (9,672,787)
<i>Current Premiums</i>	\$ 8,881,749
Balance <u>Under</u> Breakeven	\$ (791,038)

Premiums Revenue with recommended 9% Increase in Premiums	\$ 9,681,106
Balance <u>Over</u> Breakeven	\$ <u>8,319</u>

* For Every 1% increase in Premiums, it generates \$88,817 of Revenue

** It would take a 9% increase in Premiums to account for
Breakeven Projections

*** Spousal Plans ratio still at 1.90

Current Year

2018-2019

STANDARD Plan	Premium Amount	District Contribution	EE Out-of-Pocket
Employee Only	\$486	\$740	(\$254)
Employee Plus Spouse	\$919	\$740	\$179
Employee Plus Children	\$573	\$740	(\$167)
Employee Plus Family	\$1,004	\$740	\$264
Medicare Self	\$226	\$0	\$226

2019-2020 with 5.5 % Increase in District Contribution and 9% Increase in Premium Amount

STANDARD Plan	Premium Amount	District Contribution	EE Out-of-Pocket	<i>Diff</i>
Employee Only	\$530	\$781	(\$251)	(\$3)
Employee Plus Spouse	\$1,002	\$781	\$221	(\$42)
Employee Plus Children	\$625	\$781	(\$156)	(\$11)
Employee Plus Family	\$1,094	\$781	\$313	(\$49)
Medicare Self	\$226	\$0	\$226	\$0

Current Year

2018-2019

PREMIUM Plan	Premium Amount	District Contribution	EE Out-of-Pocket
Employee Only	\$711	\$740	(\$29)
Employee Plus Spouse	\$1,345	\$740	\$605
Employee Plus Children	\$820	\$740	\$80
Employee Plus Family	\$1,452	\$740	\$712
Medicare Self	\$331	\$0	\$331

2019-2020 with 5.5 % Increase in District Contribution and 9 % Increase in Premium Amount

PREMIUM Plan	Premium Amount	District Contribution	EE Out-of-Pocket	<i>Diff</i>
Employee Only	\$775	\$781	(\$6)	(\$23)
Employee Plus Spouse	\$1,466	\$781	\$685	(\$80)
Employee Plus Children	\$894	\$781	\$113	(\$33)
Employee Plus Family	\$1,583	\$781	\$802	(\$90)
Medicare Self	\$331	\$0	\$331	\$0

Board of Trustees Meeting

Approval of HSD – HEA Paraprofessional Collective Bargaining Agreement



I. NEW BUSINESS

A. Items for Action

4. Approval and Ratification of the HSD-HEA Paraprofessional Collective Bargaining Agreement.

Background:

Pursuant to 39-31-306, MCA, an agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties.

The HSD and HEA reached a tentative agreement on Monday, June 3, 2019. The HEA ratified the tentative agreement to the contract, Wednesday, June 5, 2019. The contract passed unanimously with 94 votes. The District negotiation team recommends ratification.

A high-level summary of the changes to the terms and conditions of the contract are noted below. Upon the Board's approval, a final copy will be made available electronically.

- Two-year agreement from July 1, 2019 – June 30, 2021
- Insurance: Increase the cafeteria contribution from \$740 to \$781 per month (this maintains single health insurance and life insurance for each employee) year one. Year two increase the cafeteria amount from \$781 to \$822. If in year two the plan does not require the additional \$41 per month, the district will contribute the amount required by the Health Insurance Committee.
- Probationary Period – change from 6 months to 1 year.
- Pay:
 - Year One: 12% increase: from \$10.65 starting pay to \$11.93 per hour.
 - Year Two: 9% increase to \$13.00 per hour starting pay.
 - Adjusted the titles on the pay matrix from NCLB (no child left behind) to Title (more modern terminology)
- New Holiday: Martin Luther King Day
- New School Related Paid Days: Paras will be eligible for up to 14 additional days paid based on the school calendar. Next year – they will be paid for the Wednesday before Thanksgiving, the winter break days (minus the Christmas and New Year holidays – which are already paid) and 5 days at spring break. 12-month paras get 1 other day with 4th of July Holiday as a paid day. These days allow for a consistency in month to month pay. None of the new paid days are considered holidays for holiday pay – and do not roll over year to year. They are variable based on the school calendar.
- Retirement Pay changed from \$2,500 at the end of employment to \$6,000.
- Language:
 - Adjusted representative language from MEA-MFT to MFPE
 - Adjusted the dues language in accordance with the Janis Lawsuit - removing the requirement for representation fee
 - Eliminated language requiring the use of vacation for non-school workdays

Considerations:

- HEA and HSD have a collaborative relationship and productive negotiations history.
- This agreement supports the directive of the Board to support our educators and address issues relative to the district budget.

Superintendent recommendation:

Approve and ratify the collective bargaining agreement as agreed upon between HSD and HEA.

Board of Trustees Meeting

Approval of HSD – MFPE Secretaries Collective Bargaining Agreement



I. NEW BUSINESS

A. Items for Action

5. Approval and Ratification of the HSD-MFPE Secretaries Collective Bargaining Agreement

Background:

Pursuant to 39-31-306, MCA, an agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties.

The HSD and MFPE reached a tentative agreement on Wednesday, May 29, 2019. The MFPE ratified the tentative agreement to the contract, Wednesday, June 5, 2019. The contract passed unanimously. The District negotiation team recommends ratification.

A high-level summary of the changes to the terms and conditions of the contract are noted below. Upon the Board's approval, a final copy will be made available electronically.

- Two-year agreement from July 1, 2019- June 30, 2021.
- Insurance: Increase the cafeteria contribution from \$740 to \$781 per month (this maintains single health insurance and life insurance for each employee) year one. Year two increase the cafeteria amount from \$781 to \$822. If in year two the plan does not require the additional \$41 per month, the district will contribute the amount required by the Health Insurance Committee.
- Probationary Period – change from 145 days to 1 full school year.
- Pay:
Year One: 12% increase: from \$13.49 starting pay to \$15.11 per hour.
Year Two: 12% increase to \$16.92 per hour starting pay.
Allows for creditable service at initial hire placement in years one and two and beyond.
- New Holiday: Martin Luther King Day
- Additional Personal Day (from 3 to 4) for 12-month employees only
New School Related Paid Days: 10-month secretaries will be eligible for up to 14 additional paid days based on the school calendar. Next year – they will be paid for the Wednesday before Thanksgiving, the winter break days (minus the Christmas and New Year holidays – which are already paid) and 5 days at spring break. 12-month secretaries get 1 other day with 4th of July Holiday as a paid day. These days allow for a consistency in month to month pay. None of the new paid days are considered holidays for holiday pay – and do not roll over year to year. Days are variable based on the school calendar.
- Language:
Adjusted representative language from MPEA to MFPE, Helena Secretaries Association
Adjusted the dues language in accordance with the Janis Lawsuit - removing the requirement for representation fee
Clarified the represented employees - specifically excluding those in central administration.
Eliminated language requiring the use of vacation for non-school workdays

Considerations:

- HEA and MFPE have a collaborative relationship and a productive negotiations engagement this year.
- This agreement supports the directive of the Board to support our educators and address issues relative to the district budget.

Superintendent recommendation:

Approve and ratify the collective bargaining agreement as agreed upon between HSD and MFPE.

Board of Trustees Meeting

Approval of HSD-Carpenters Collective Bargaining Agreement



I. NEW BUSINESS

A. Items for Action

6. Approval and Ratification of the HSD-Carpenters Collective Bargaining Agreement

Background:

Pursuant to 39-31-306, MCA, an agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties.

The HSD and the Pacific Northwest Regional Council of Carpenters Union reached a tentative agreement on Thursday May 30, 2019. The Carpenters (2 members) unanimously ratified the tentative agreement to the contract, and notified us Tuesday, June 4, 2019. The District negotiation team recommends ratification.

A high-level summary of the changes to the terms and conditions of the contract are noted below. Upon the Board's approval, a final copy will be made available electronically.

- Two-year agreement from July 1, 2019 – June 30, 2021
- Insurance: Increase the cafeteria contribution from \$740 to \$781 per month (this maintains single health insurance and life insurance for each employee) year one. Year two increase the cafeteria amount from \$781 to \$822. If in year two the plan does not require the additional \$41 per month, the district will contribute the amount required by the Health Insurance Committee.
- Pay:
Year One: \$.50 per hour increase to \$23.89 per hour
Year Two: \$.50 per hour increase to \$24.39 per hour
- New Holidays: Martin Luther King Day, A new day with Christmas, President's Day, A new day with 4th of July.
- Language:
Adjusted the dues language in accordance with the Janis Lawsuit - removing the requirement for representation fee

Considerations:

- HEA and the Carpenters have a collaborative relationship and productive negotiations history.
- This agreement supports the directive of the Board to support our educators and address issues relative to the district budget.

Superintendent recommendation:

Approve and ratify the collective bargaining agreement as agreed upon between HSD and Carpenters.

Helena Public Schools

Meeting Date: June 11, 2019
Category: Action Item
Topic: Transportation Contract Extension

Background and Discussion:

The contract for transportation services between the Helena Public Schools and First Student, Inc. expires on June 30, 2019, unless extended as allowed under M.C.A. 20-10-125 (b) which allows the District to negotiate a new contract with the current school bus contractor provided the negotiated costs to not exceed by more than 12% the basic costs of the previous year's contract.

Superintendent's Recommendation:

Superintendent Ream recommends approval of the Transportation contract with First Student, Inc.

**TRANSPORTATION SERVICES AGREEMENT
BETWEEN
FIRST STUDENT, INC.
AND
HELENA SCHOOL DISTRICT #1**

This agreement made and entered into by and between FIRST STUDENT, INC., 201 NE Park Plaza Dr., Suite 240, Vancouver, WA 98684, hereinafter referred to as “CONTRACTOR”, and HELENA SCHOOL DISTRICT #1, 55 Rodney Street, Helena, MT 59601, hereinafter referred to as “DISTRICT”.

W I T N E S S E T H:

That CONTRACTOR, for and in consideration of the payments hereafter to be made by DISTRICT, does hereby covenant, promise and agree to and with DISTRICT as follows:

1. TERM: CONTRACTOR will provide to-and-from school transportation services to DISTRICT for a period of five (5) years, beginning July 1, 2019, and ending June 30, 2023. (Based upon a school schedule set by the Board of Trustees in accordance with the minimum aggregate hours of instruction pursuant to MCA § 20-1-301.) Annual renewal is contingent upon CONTRACTOR'S performance during the previous year, including conformance with applicable law, with all aspects of this agreement and any amendments thereto.

2. SERVICE REQUIREMENTS: CONTRACTOR shall provide to-and-from school transportation services as well as transportation for all DISTRICT authorized curricular, athletic, extracurricular or any other trips via school bus. CONTRACTOR agrees to provide standby buses in the event that a bus is not in service. A list of CONTRACTOR'S buses and standby buses and established routes is contained in Exhibit 1 attached hereto. DISTRICT agrees to notify CONTRACTOR of changes which occur which indicate a need to expand, reduce or change routes.

DISTRICT will furnish CONTRACTOR with a school calendar for the school days for which transportation services are to be furnished. In the event of changes in the school calendar, an amended school calendar will be provided to CONTRACTOR in writing as soon as possible.

The CONTRACTOR and the DISTRICT will review and adjust established route times when appropriate.

Upon notification by DISTRICT, CONTRACTOR shall change established routes in conformance with the following schedule: Suspension or deletion of service for a pupil shall be implemented within twenty-four (24) hours following notification by DISTRICT; DISTRICT will use its best efforts to add a pupil to a bus route within twenty-four (24) hours following notification; and implementation of new routes resulting from relocation of a class and/or classes and major changes in pupil population shall occur within ten (10) working days following notification.

In addition to transportation services over established routes, CONTRACTOR shall provide all bus transportation for DISTRICT students for all DISTRICT authorized curricular, athletic, extracurricular, or any other trips via school bus. DISTRICT will use its best efforts to contact CONTRACTOR at least five (5) days prior to the scheduled activity trip to request equipment and personnel for the activity.

For CONTACTOR and DISTRICT procedures, please see HELENA SCHOOL DISTRICT TRANSPORTATION MANUAL hereinafter referred to as "TRANSPORTATION MANUAL".

During the term of this contract, unforeseen needs may arise for transportation services not specifically named in the contract specifications. DISTRICT and CONTRACTOR will negotiate transportation costs in these situations. (All transportation costs will be based on home to school rates)

The CONTRACTOR agrees to train and implement the DISTRICT'S TRANSPORTATION MANUAL which shall set forth expectations of the DISTRICT with respect to the CONTRACTOR'S services provided hereunder.

3. TRAINING: CONTRACTOR'S employees shall complete a course of training, including instruction in school bus safety, behavior management, human relations, sexual harassment and misconduct, discrimination, defensive driving, first aid, use of fire extinguisher, traffic laws, applicable DISTRICT policies and regulations, DISTRICT TRANSPORTATION MANUAL, and behind the wheel school bus driving instruction. CONTRACTOR agrees to conduct regularly scheduled safety and training meetings with all drivers in their employment.

DISTRICT shall provide Crisis Prevention Intervention (CPI) training to CONTRACTOR'S employees to assist the employees in handling difficult DISTRICT students. Training will be provided by a certified CPI Training instructor. CPI training is required for all attendants. The DISTRICT and CONTRACTOR mutually agree that behavior management training of CONTRACTOR'S bus drivers and attendants is essential to reduce misbehavior on the bus, increase bus driver satisfaction, and improve communication between school administration and bus drivers. DISTRICT will provide a minimum of ten (10) hours of bus driver/attendant training.

4. EQUIPMENT: Transportation shall be furnished by means of suitable, proper, safe, and approved school buses, to be provided by CONTRACTOR at CONTRACTOR'S own cost and expense. (See Exhibit 1 for list of buses). CONTRACTOR shall also provide substitute buses which can be used in case of breakdown. Such school buses shall in all respects fully comply with the provisions, requirements, rules and regulations of the State Highway Patrol and the State Department of Transportation (DOT) permitting operation of the vehicle as a school bus as set forth in MCA §§ 20-10-101, 20-10-102, and 20-10-104 and in the Office of Public Instruction's booklet on minimum standards for school buses updated January 2018, and any amendments thereto. CONTRACTOR shall furnish a copy of its DOT rating and any subsequent changes thereto to the DISTRICT.

If CONTRACTOR'S performance of this Agreement requires the purchase of star seats in order for CONTRACTOR to maintain compliance with applicable laws, CONTRACTOR shall make the

purchase of the star seats that it deems appropriate in carrying out the transportation services provided herein. The DISTRICT shall reimburse CONTRACTOR for the cost of star seats that are required for CONTRACTOR to perform its transportation services for the DISTRICT. The DISTRICT will provide CONTRACTOR with student information requested by CONTRACTOR in order to make star seat purchases, including student height and weight.

5. DAY TO DAY OPERATIONS: For Day to Day CONTRACTOR operations, please see TRANSPORTATION MANUAL.

6. DRIVER CERTIFICATION: CONTRACTOR will, at all times, provide a properly certified and competent driver approved by DISTRICT for such bus or buses in accordance with the provisions and requirements of Section 20-10-103, Montana Codes Annotated, and any amendments thereto, and Admin. R. Mont. 10.7.111 and any amendments thereto.

- a. State and Federal Regulations: Driver Standards/Drug Screen/Physical Examination as promulgated by the Montana Office of Public Instruction and the Department of Justice for commercial drivers shall at all times be adhered to and required. Motor vehicle reports (MVR) from the Department of Motor Vehicles must be obtained from all drivers annually, the cost of which will be borne by CONTRACTOR. CONTRACTOR shall comply with U.S. Department of Transportation's drug and alcohol testing requirements. The cost of such testing shall be borne by CONTRACTOR.
- b. Driver Responsibilities: The driver will be responsible for the supervision of students while on the bus. Drivers must ensure that students adhere to rules and regulations of conduct as defined by DISTRICT and shall report cases of student misbehavior to the Contractor's Location Safety Manager. Supervision of riders at the bus stop before the riders board or after the riders depart the bus are not the responsibility of the bus driver or CONTRACTOR. Supervision of students on school grounds is the responsibility of DISTRICT personnel. CONTRACTOR shall report incidents of misconduct on the bus to the DISTRICT's Transportation Office within 24 hours. Corrective action is solely the discretion of the DISTRICT. No pupil will be suspended from a school bus without the prior permission of the DISTRICT.

7. FORCE MAJEURE: Should the bus not make such run on the day or days school is in session, CONTRACTOR shall be assessed a liquidated damage (See TRANSPORTATION MANUAL and Exhibit 3), except that CONTRACTOR shall be excused from the performance hereunder during the time and to the extent that CONTRACTOR is prevented from performing in the customary manner by acts of God, DISTRICT strikes, weather conditions, loss of transportation facilities and/or commandeering of materials, products, plants or facilities by the government. It is also hereby agreed that in the event DISTRICT does not operate its schools as scheduled because of acts of God, DISTRICT strikes, or weather conditions, the following provisions shall control:

- a. If services are not required for a total period of ten (10) cumulative school days, CONTRACTOR will furnish the required services at such other times as DISTRICT may require.

- b. For all days in excess of ten (10) cumulative days for which services are not required because of the causes set forth above, payment shall be reduced to a sum total equal to all normal expenses of CONTRACTOR incurred during such period for all regularly scheduled services invoiced on a daily basis.
- c. For all route delays and weather concerns, please see TRANSPORTATION MANUAL.

8. HOLD HARMLESS: CONTRACTOR covenants and agrees to hold and save harmless DISTRICT from any damage or liability for personal injury and/or injury to property which may occur by reason of the transportation of students or failure to comply with any provisions of this agreement. CONTRACTOR agrees to hold and save harmless DISTRICT for any liability arising from the relationship between CONTRACTOR and any of CONTRACTOR'S employees, agents and servants. It is mutually understood and agreed that there is no employer and employee or principal and agent relationship arising from this agreement, and that CONTRACTOR enters into this agreement as a free and independent contractor assuming all risk and liability for any and all acts performed while carrying out the provisions hereof.

9. INSURANCE: CONTRACTOR shall carry commercial auto liability insurance for personal injury and property damage and for contractual liability and completed operations in an amount not less than \$10,000,000 for any one occurrence, combined single limit for bodily injury and damage to property, and \$5,000,000 for uninsured/underinsured motorist coverage with insurance carriers that are licensed in the state of Montana and that have an A.M. Best rating of at least 'A.' CONTRACTOR shall purchase and maintain liability medical insurance coverage in the amount of \$5,000.00 for each individual who may be injured while in, boarding, or alighting from any bus.

All insurance coverage shall be written on an occurrence basis. Claims-made insurance coverage is not acceptable.

CONTRACTOR shall not commence work under this agreement until CONTRACTOR has obtained all required insurance and certificates of insurance have been delivered to DISTRICT. No reduction in coverage or cancellation of policies shall be affected without first giving the DISTRICT 30 days written notice.

CONTRACTOR'S insurance required herein shall be primary with respect to the DISTRICT, its Board of Trustees, officers, officials, employees, and volunteers. The DISTRICT shall be designated as additional insured on all liability policies. Any insurance or self-insurance maintained by the DISTRICT shall be excess and not contributory.

CONTRACTOR will maintain Workers' Compensation coverage for all of its employees.

10. PERFORMANCE BOND: CONTRACTOR agrees to furnish a non-cancellable bond in the amount of eighty (80) percent of the contract sum or \$1,000,000, whichever is less, to DISTRICT conditioned upon the faithful performance and discharge by CONTRACTOR of all the terms and conditions hereof to be kept and performed by CONTRACTOR.

11. BILLING TIME: The CONTRACTOR shall measure billing time from no earlier than ten minutes before departure time from the bus parking site to no later than five minutes after the return to the bus parking site.

12. PAYMENT: DISTRICT, in consideration of the covenants, promises and agreements of CONTRACTOR, as herein set forth, and the faithful performance and discharge thereof by CONTRACTOR, does hereby covenant and agree to and with CONTRACTOR to pay for such transportation as follows:

DISTRICT shall pay CONTRACTOR agreed upon amounts in accordance with the rates set forth in Exhibit 2. Other forms of transportation will be paid as set forth in Exhibit 2. Payment will be made for each year of this agreement for transportation furnished and approved as hereinbefore set forth, less penalties for nonperformance as in this agreement. CONTRACTOR shall furnish an invoice for all regular and special needs routes, extracurricular and fuel charges by the 15th of each month for charges accrued in the preceding month. District will submit payment within 30 days of receipt.

13. LIQUIDATED DAMAGES: The CONTRACTOR expressly acknowledges its responsibility to provide transportation services required herein in a professional, safe, diligent and uninterrupted manner. Failure by the CONTRACTOR to provide transportation services at the level of expectation identified herein and in the DISTRICT'S TRANSPORTATION MANUAL is detrimental to the educational mission of the DISTRICT. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the DISTRICT would sustain for the CONTRACTOR'S nonperformance of services to the established levels set forth herein and in the TRANSPORTATION MANUAL, liquidated damages shall be fixed as the actual amount of damages, not penalties, sustained by the DISTRICT. The DISTRICT expressly reserves the right to attach these damages to the performance security, insurance, and/or assets of the CONTRACTOR should damages incurred exceed the value of any amounts due to the CONTRACTOR. Nothing herein shall prohibit or in any manner restrict or limit the DISTRICT from enforcing its rights under this Agreement or in seeking damages sustained as a result of the CONTRACTOR'S acts or omissions.

The CONTRACTOR shall be notified in writing that liquidated damages are being applied for each occurrence where the services provided do not meet the level of expectation stated herein or in the TRANSPORTATION MANUAL. Such notice shall be provided within forty-eight (48) hours of when the DISTRICT becomes aware of the event giving rise to the imposition of liquidated damages. Any failure by the DISTRICT to provide timely notice as required herein shall only relieve the CONTRACTOR of the obligation for liquidated damages for that particular event. Observation by DISTRICT employees, DISTRICT logs/recordings, daily bus reports, route notebooks, video recordings, equipment inspection, and any other document or substantiated report regarding CONTRACTOR'S nonperformance shall be used to verify the imposition of liquidated damages.

The amounts of liquidated damages imposed for particular incidents is set forth in Exhibit 3 or see TRANSPORTATION MANUAL.

14. ADJUSTMENT OF RATES: The rates for this agreement are established in Exhibit 2, the parties may agree to adjust the rates for an appreciable increase or decrease in the number of students on a route, an increase or decrease in the number of miles involved on a route, the need for other routing to better serve the needs of the DISTRICT'S students, or for other reasons as may be agreed by the parties. Such adjustment shall occur on or before July 1 so that the DISTRICT'S personnel may have adequate time to complete the budgeting process for the following fiscal year. CONTRACTOR and DISTRICT also agree that at any time unusual circumstances occur which may affect the cost of transporting pupils, such as changes in state or federal laws, taxes, specifications, or other circumstances, the parties shall, upon mutual agreement, incorporate these changes into the agreement to determine a reasonable and just amount to cover the circumstances.

15. FUEL: DISTRICT will provide a fueling program for CONTRACTOR that covers all home to school fuel costs. For specific procedures, please see TRANSPORTATION MANUAL.

16. COMPLIANCE WITH LAW: CONTRACTOR shall conform to federal and state law, including but not limited to: Titles 18, 20, 28, 29, 42 and 49 of the United States Code; Titles 18, 20, 45, 49 and 61 of the Montana Code Annotated; policies of the Board of Public Education; rules and regulations of the Superintendent of Public Instruction; DISTRICT policies; and all amendments of the foregoing thereto. To the extent required by law, CONTRACTOR agrees that it shall pay prevailing wages. If prevailing wages must be paid, the parties agree to negotiate the rates paid pursuant to Paragraph 12.

CONTRACTOR acknowledges that DISTRICT relies upon CONTRACTOR'S experience and expertise in carrying out the terms of the Agreement, and in complying with applicable laws, regulations, rules, and policies with respect to CONTRACTOR'S performance. Unless otherwise agreed to by the parties, the fee for services includes the cost of compliance with all applicable laws.

17. AUTHORITY: The DISTRICT shall have the sole authority to direct routes, times and locations of pick up and delivery. The DISTRICT shall furnish the CONTRACTOR with a list of the school days for which transportation service is to be provided.

18. ASSIGNMENT: This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Either party may condition its prior written consent on the inclusion of reasonable additional contract language in the Agreement to protect its interests.

19. DEFAULT:

- a. Default of DISTRICT. If the DISTRICT fails to pay CONTRACTOR a sum due hereunder for a service period of more than forty-five (45) days after written notification by CONTRACTOR that DISTRICT is delinquent in making payments, or

any other material failure by DISTRICT to perform or comply with the terms and conditions of this Agreement, such failure shall constitute default by the DISTRICT.

b. Default by CONTRACTOR. Each of the following events shall constitute default by CONTRACTOR.

(i) failure to provide service as required in Paragraph 2 of this Agreement except that such failure, if corrected or cured within ten (10) days after written notice by DISTRICT to CONTRACTOR demanding that such failure be cured, shall be deemed cured for purposes of this Agreement;

(ii) any representation or warranty furnished by CONTRACTOR in this Agreement is false or misleading in any material respect when made;

(iii) admission or finding that CONTRACTOR violated state or federal law of which compliance is required by Paragraph 16 of this Agreement;

(iv) the filing of a bankruptcy petition by CONTRACTOR which proceeding shall not have been dismissed within ninety (90) days of its filing, or an involuntary assignment for the benefit of creditors or the liquidation of CONTRACTOR; or

(v) any other material failure by CONTRACTOR to perform or comply with the terms and condition of the Agreement except that such failure, if corrected or cured within twenty (20) days after written notice by DISTRICT to CONTRACTOR demanding that such failure be cured, shall be deemed cured for purposes of this Agreement.

20. REMEDIES UPON DEFAULT AND TERMINATION: In the event of default by either CONTRACTOR or DISTRICT, the other party may, without waiver of other remedies that exist in law or equity, exercise any remedy available at law or in equity or other appropriate proceedings for recovery of damages which shall include all costs and expenses reasonably incurred, including reasonable attorney's fees.

DISTRICT shall have the right, based on due cause, to terminate this Agreement with ten (10) days written notice due to default by CONTRACTOR as set forth in Section 17 of this Agreement; however, no termination may occur for default of subsection (v) of Section 17(b) until after CONTRACTOR fails to correct or cure a failure within twenty (20) days of written notice by DISTRICT to CONTRACTOR. In the event the DISTRICT exercises its right to terminate this agreement, CONTRACTOR shall only be entitled to payment for services as rendered as provided herein to the date of termination.

21. WAIVER OF TERMS AND CONDITIONS: The failure of DISTRICT or CONTRACTOR in any one or more instances to enforce one or more of the terms and conditions of this Agreement or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall

not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

22. EXTENSION AND MODIFICATION: The parties hereto may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement. Such modifications may be made in letter form and shall have the same force and effect as a formal addendum or amendment if executed by duly authorized representatives of the parties.

23. SEVERABILITY: In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of this Agreement. Each provision of this Agreement will be and is deemed to be separate and severable from each other provision.

24. CONTROLLING LAW: This agreement shall be governed by the laws of the State of Montana. The parties agree that any litigation concerning this Agreement will be brought in the First Judicial District, Lewis and Clark County.

25. ATTORNEY'S FEES: In case action should be brought for any sum due hereunder, or because of any act which may arise out of this Agreement, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

26. NOTICES: Any notice, which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the addresses listed above.

27. ENTIRE AGREEMENT: This contract shall constitute the whole agreement between the parties and shall supersede any prior verbal or written agreement or understanding related to this transaction.

28. TRANSPORTATION MANUAL: DISTRICT and CONTRACTOR agree to all procedures set forth in the TRANSPORTATION MANUAL.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2019.

HELENA SCHOOL DISTRICT #1

By: _____ By: _____
Its: _____ Its: Chairman of the Board of Trustees

ATTESTED TO:

By: _____
Its: _____

ATTESTED TO BY:

By: _____
Its: Clerk of the Board of Trustees

Exhibit 1

Drivers	Route	Drivers	Route		
Hyatt, Elizabeth	1	Venetz, Wayne	34		
Smith, Mark	2	Reinhart, Karen	35		
Turner, Nick	3	Johnson, Michael	36		
Loney, Theresa	4	Hunt, Sandy	37		
Ceaicovschi,Alex	5	Tintinger, Chuck	38		
Sanders, Nick/	6	Moore, Carl	39		
Bowen, Cherisse	7	Gutierrez, Ericka	40		
Herseim, Gary	8	McLane, Kelli / Kara	41		
Burton, Rose	9	Rule, Amber	42		
Wooldridge, Tecumseh	10	Schaff, Blain	43		
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Conner, Gerda				Patsy	
Hicks, Ron					
Grose, Tina					

Exhibit 2

DISTRICT shall pay CONTRACTOR for the transportation services to be furnished as follows:

Helena SD

Extension Proposal (6 new White Trip Buses)

(Allows 12-yr max for big buses and 10-yr max for vans, and 2.5% minimum annual increases.

Based on 6 new white trip buses replacing 5 existing white trip buses. Rates are based on current daily route count of 64. If routes drop below 64 during the contract term, then rates will be renegotiated.

Year	18/19 Actual	19/20 Proposed	19/20 Percentage Increase	20/21 Proposed	21/22 Proposed	22/23 Proposed	23/24 Proposed
% Change				2.5%	2.5%	2.5%	2.5%
Home-to-School							
Service A Buses – Home- to-School Per Hour	90.04	97.24	9.75	101.51	104.05	106.65	109.32
Service A Buses – SPED Per Hour	114.41	123.56	9.75	128.99	132.21	135.52	138.91
Service A Bus Attendant Per Hour	13.40	14.47	9.75	14.94	15.31	15.69	16.08
Activity & Field Trips							
Service A, B, & C Per Hour	35.57	35.57	0%	41.93	42.98	44.05	45.15
Service A, B & C Standby Per Hour	17.79	22.24	0%	22.80	23.37	23.95	24.55

Exhibit 3

1. Liquidated damages in the amount of \$500.00 shall be assessed as long as the current First Student manager remains in place. If a new manager is assigned liquidated damages will be renegotiated.

Liquidated damages will be assessed for any of the following:

- a. Student left on the bus after the child check mate has been completed
- b. Student lost due to driver negligence and/or failure to follow established student check off procedures
- c. Student dropped off at the wrong spot
- d. Unauthorized use of DISTRICT provided fuel
- e. Unauthorized use of DISTRICT provided fuel card expenditures
- f. Failure to follow DISTRICT cold weather start procedures
- g. Failure to meet established schedules for fieldtrip or activities trips due to driver/office error, equipment failure scheduling by CONTRACTOR management
- h. Incident of driver or attendant smoking/any form of tobacco product/vaping on school grounds, within view of students being transported, while on a bus, or while performing school district service
- i. Failure to follow procedures in the TRANSPORTATION MANUAL
- j. Failure of drivers to not follow or enforce the seat belt procedures
- k. Failure to be fully staffed (damages will only begin when the DISTRICT has given CONTRACTOR suitable time to hire additional staff. DISTRICT will set deadline in writing for damages to begin.)
- l. Knowingly failing to inform the DISTRICT of failed procedural issues that are required within the contractual agreement or the TRANSPORTATION MANUAL

2. Liquidated damages in the amount of withholding the amount due for the daily route (to and from school) shall be assessed for any of the following:

- a. Bus arrives 20 minutes or more after scheduled time at final stop, due to driver/management failure to perform (CONTRACTOR will not be assessed damages in the event that a weather related, construction, accident or similar unforeseen event causes the delay as agreed upon by the CONTRACTOR and DISTRICT).
- b. CONTRACTOR or its employees creating stops or routes without DISTRICT approval
- c. Driver knowingly transports unauthorized/suspended students
- d. Failure to clean a dirty bus (interior and exterior) within 24 hours of notice
- e. Driver misses scheduled stop or departs stop prior to scheduled time
- f. Failure of driver to wear mandated company uniform while driving
- g. Failure of the driver to follow and enforce bus rules
- h. Failure of the CONTRACTOR and staff to follow school DISTRICT procedures.



Helena Public School District Transportation Procedures Manual

Updated: June 2019

The intent of this manual is to act as both a checklist of daily operations tasks and a reference guide when the accountability of those daily tasks comes into question. Policies and procedures may change during the school year. Changes will be noted on the District website and notification will be provided.

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Day to Day Operations

Purpose: Ensure First Student staff and drivers know and understand expectation for overall day-to-day operations.

Procedures:

Contractor:

- Dispatch will provide a daily bus status list to the district by 07:30 each morning. In addition, should any buses be delayed due to starting issues, inform District immediately
- First Student
- Staff will ensure drivers dress in appropriate attire that is in good repair (clean, no holes etc...) This consists of company shirt, company hat (if worn) and pants (may be jeans or slacks). In hot weather, wearing of shorts is permitted provided that they are at least knee length. Drivers not appropriately dressed should not be allowed to drive the route.
- As part of each bus check out, drivers will ensure the Digital Video Recorder (DVR) is operational. This is accomplished by checking for operating lights at DVR as well as router. For specific instructions see First Student Safety Manager.
- At each stop in the morning, drivers are to observe if children that cross (if applicable) have not crossed until driver has arrived and given them the go ahead. Any child that has crossed before the driver has arrived will be informed next offense constitutes a conduct report and following route, report this immediately to First Student Safety Manager.
- During morning student loading, check off each student as they get on the bus using a child check off sheet. Use a diagonal (/) mark to signify the child has gotten on the bus. Dispatch will be contacted in case students are not on their checklist but in all cases will be transported to school. Once they have been checked on, drivers will tell the student (s) to get into the seat drivers have assigned them and put seat belt on. Assist Students as required. **Note, strict enforcement of seating charts shall take place at all times. Student check off procedure will change when student ID cards are implemented.
- Upon arrival at the school in the morning, checking students off “one by one” by crossing the diagonal into an (X) is not required IF it is the only school the driver goes to. In the case once all children have disembarked, it is acceptable to “mass” check off students after the fact. This may be done while still at the school, or

during the standard First Student “sleeping child check”. If the driver has multiple schools to go to, they must check each student off the bus individually.

- When drivers are running 10 minutes down, they will report to dispatch. Dispatch will inform the respective school and District personnel.
- First Student will notify the District when routes are running more than 10 minutes down. The District will not be charged for a run that is late due to drivers’ error, off route or mechanical failure.
- All new drivers, prior to going out on their first route, will go through either the Contract Manager or Safety Manager for “General Route Training” which both the Managers and drivers sign. The purpose of this training is to go through items that commonly create problems throughout the year when not emphasized. In addition, this will be accomplished during each start up as a refresher. Copies will be given to the District. Attachment 2 covers items of specific importance to the District.
- During afternoon student loading at the school, check on each student as they get on the bus using a child check off sheet. Use a diagonal (/) mark to signify the child has gotten on the bus. Dispatch will be contacted in case students are not on their checklist or without a bus pass for verification. If it is determined they are not authorized to ride that bus, the student will be refused the ride. Once they have been checked on, drivers will tell the student (s) to get into their assigned seats and put seat belt on. Assist students as required. **Note, strict enforcement of seating charts shall take place at all times. Student check off procedure will change when student ID cards are implemented.
- At students stops, check off each student as they get off the bus by crossing the diagonal into an (X). If at a stop the students cross the street, ensure they do not cross before signaled to do so. If this does not happen, tell First Student’s Safety Manager upon returning to bus yard and on following day inform student next offense will result in a conduct report.

Bus Cleanliness

Purpose: Ensure cleanliness of all buses for students at all times.

Procedures:

Contractor:

- Daily, drivers will ensure internal bus cleanliness is reasonably maintained. This includes but is not limited to; picking up trash, wiping down seats, sweeping and mopping when required.
- The entire fleet will be washed on a bi-monthly basis or as needed. In addition, during each month the Contractor will wash those buses that get dirty more often on a rotation basis as needed. When temperatures remain below 0-degrees Fahrenheit, the Contractor is not expected to wash buses.
- On a monthly basis the Contractor will report to the District in writing which buses were washed, and the dates they were washed.
- Drivers will be instructed to remove any graffiti from their bus during the morning pre-trip, and prior to going on any route. If dirt obscures the route number, the driver will wipe it clean and report it to dispatch as a bus in need of washing.

District:

- The District will provide the Contractor with “one-run” notice when a bus is considered too dirty to be used on route. Given temperatures above the established 0-degree cutoff, the bus is expected to be washed following the next run after notice is given (e.g. The District gives notice following the afternoon run that a bus is too dirty to be used on route; the bus can operate the next day’s morning run, but is expected to be washed before the PM run).
- District may request that First Student use a district provided anti-bacterial solution in the cases of specific health break outs.

Bus Behavior Conduct Guidelines and Consequences

Purpose: Helena Public Schools has established student behavior expectations that apply to all transported students while on the bus and while in school bus loading and unloading areas. The bus and the bus stops are extensions of the school day. As such, each individual student, as well as his/her parents, or guardians, is responsible for the behavior of that student while on the school bus and in school bus loading or unloading areas.

Procedures:

Contractor:

- All drivers will maintain a student log book
- Discipline procedures: verbal warning, seat change (when possible), followed by a written conduct/incident report. Specific guidance is found in Attachment 1.
- Drivers will notify students when a conduct report is being issued.
- The contractor management team will screen all conduct reports prior to them being acted upon by the District.
- Contractor will pull all video tapes requested by the District.
- Drivers will give students a copy of the conduct report, once processed by the District, as the student exits the bus.
- Contractor will enforce all School District discipline procedures.
- Contractor will ensure that all on-board video recorders are in working order.

District:

- School District will provide discipline and safety training to Contractor's drivers.
- School District will review all conduct reports for their validity.
- School District will view and record all conduct reports previously cleared by Contractor.
- School District will inform Contractor in writing of the discipline procedure and consequences resulting from each conduct report.
- When the conduct report results in a bus suspension, the School District will attempt phone contact with parents and also notify them by mail of the conduct report.
- School District will handle all parent requests for use of the Uniform Complaint Policy.

District Pulling Formal Approval of a Driver's Assignment

Purpose: The Helena Public Schools Transportation Department reserves the right to ask that a driver be removed from their driving responsibilities until the District and the contractor have met to assess the action. The removal of a driver from their route will not be viewed as a request to terminate the driver's employment.

Procedures:

Contractor:

- The contractor shall remove the driver from all bus driving responsibilities immediately upon receiving either a verbal or written request from the District.
- The contractor will notify the driver and assign them responsibilities that are deemed appropriate by the Contractor and driver.

District:

- The District will notify the Contractor verbally, followed by written confirmation, when requesting that a driver be removed from his/her current assignment.
- The District will provide the reasons for removing the driver (in writing) within one business day and set up a meeting to assess the situation and reach an acceptable resolution of the matter.

Liquidated Damages

Purpose: Liquidated damages in the amount of \$500.00 shall be assessed as long as the current First Student manager remains in place. If a new manager is assigned liquidated damages will be renegotiated. Liquidated damages will be assessed for any of the following; Student left on the bus after the child check mate has been completed

Procedure:

- Student lost due to driver negligence and/or failure to follow established student check off procedures
- Student dropped off at the wrong spot
- Unauthorized use of district provided fuel
- Unauthorized use of district provided fuel card expenditures
- Failure to follow district cold weather start procedures
- Failure to meet established schedules for fieldtrip or activities trips due to driver/office error, equipment failure scheduling by contractor management
- Incident of driver or attendant smoking/any form of tobacco product/vaping on school grounds, within view of students being transported, while on a bus, or while performing school district service
- Failure to follow procedures manual
- Failure for drivers not following or enforcing the seat belt procedures
- Failure to be fully staffed (damages will only begin when the district has given contract suitable time to hire additional staff. District will set deadline in writing for damages to begin.)
- Knowingly failing to inform the DISTRICT of failed procedural issues that are required within the contractual agreement or the TRANSPORTATION MANUAL.

Non-payment for the route (entire day) for each of the following:

- Bus arrives 20 minutes or more after scheduled time at final stop, due to driver/management failure to perform(contractor will not be assessed damages in the event that a weather related, construction, accident or similar unforeseen event causes the delay as agreed upon by the contractor and district).
- Contractor or its employees creating stops or route without district approval
- Driver knowingly transports unauthorized/suspended students
- Failure to clean a dirty bus (interior and exterior) within 24 hours of notice
- Driver misses scheduled stop or departs stop prior to scheduled time
- Failure of driver mandated company uniform while driving
- Failure of the driver follow and enforce bus rules
- Failure of the contractor and staff to follow school district procedures.

Field Trips

Purpose: All District schools expect to schedule yellow bus trips to museums, sporting events, etc. throughout the year. Schools will schedule their trips independently and directly through the contractor, as well as pay for their own trips.

Current Rates: \$28/live, \$14/standby. Per Diem rates are currently \$5 for breakfast, \$6 for lunch and \$12 for dinner.

Procedures:

Contractor:

- The contractor shall have at a minimum five (5) yellow buses available for daily field trips that may conflict with regular school start or release bell times (four will have expanded undercarriage storage compartments).
- The bus will be at school 30 minutes prior to scheduled departure time. Students are expected to board early, and live billing time will begin at scheduled departure time regardless of whether the group is ready to depart.
- Billing is in 15-minute increments. Although the driver is paid for all his/her time on the trip, the live billing rate paid by the school covers that time when the vehicle is in “drive” gear and involved in transporting or shuttling students. The Standby rate begins when the vehicle goes into “park” at a mid-way or final destination point. If a group needs the shuttle services of the bus during the day, the live rate can be used, for as little as a 15-minute increment.
- Each trip has a one-hour minimum live rate callout. By way of example, if the trip is only a 30-minute shuttle from school to a local destination, the bill will be for one-hour at the live rate. If the trip is one where the bus has been requested to stay with the group, this minimum live rate can be accomplished as a combination of active driving time at start and end of the trip, with some Standby time between. Once the trip is broken in two (the school asks the bus to leave and come back later for the pickup), the one hour minimum live time rate will apply to each.
- Ski trips will be provided for with a bus that has sufficient undercarriage storage to carry ski gear. If such a vehicle is unavailable, schools will be given at least 48 hours notice and the option to re-schedule. Notice of less than 48 hours combined with a school’s decision not to reschedule will require that an equipment chase bus be provided free of charge.
- The contractor’s driver will have a hard-copy trip sheet on the field trip, with an area to designate actual live/standby breaks.

- Each vehicle assigned to an out of town field trip will be equipped with an active cell phone for emergency contact.
- The driver will be familiar with the location of the trip destination, in advance of the trip. The contractor will provide the driver with maps and a portable GPS navigator when necessary.
- The trip cost may also include a driver's "per diem" meal cost, IF the driver is on duty for three consecutive hours between 12:01am to 10:00am (breakfast), 10:01 am to 3:00 pm (lunch), and 3:01 pm to midnight (dinner).
- The Contractor will provide the District with a monthly summary report of all trips, in an agreed-upon format.

District:

- Schools will schedule trips directly with the contractor, through the online VersaTrans field trip software, and receive electronic confirmation from the contractor that trips have been accepted or denied. It is the school's responsibility to confirm that a trip request has been accepted prior to the trip date.
- As the trip progresses, the teacher should initial at each live/standby break on the trip sheet if these breaks are agreed upon, then sign the form at the end of the trip.
- Schools should expect that identically requested trips (same destination and duration) should be billed identically. This assumes no major differences in traffic or weather-related delays or altered itineraries (e.g. one groups stops for a meal and the other doesn't) that cause more than 15-minute discrepancies between trip schedules.

Fueling Program

Purpose: The District will purchase all fuel for its contracted school bus trips. The program allows for diesel fuel to be purchased. The District maintains an active account with the State of Montana for fuel purchase and will provide fueling cards for the contractor's use. These fuel cards will be used only for authorized school business during the school year, unless approved in advance by the District (e.g. Special needs buses operating for summer school)

Procedures:

Contractor

- Cards will be kept in a sleeve attached to the key ring.
- At the fueling station, drivers will provide vehicle odometer readings, obtain a receipt for their diesel purchase, and sign the receipt.
- At the end of each month, the contractor will provide the District with the original receipt for each purchase, as well as documentation of non-District trips and driver training miles (to be discounted from the monthly contractor's invoice), and field trip miles (to be paid from a separate District fund).
- If a card is lost or stolen, the contractor will report it to the District immediately. Until replaced, that route will fuel with a sub card.
- The program allows for diesel fuel to be purchased but does NOT allow the use of red dyed diesel in contractor-owned school buses.
- From Nov until Mar, Diesel 1 will be used. Diesel 1 is the preferred fuel type for cold weather operations. All other months Diesel 2 will be used. Any changes to these time frames must be approved by the District.
- In the event that the contractor does use fuel purchased under this program for non-District trips, reimbursement (or credit) will be calculated on an 8mpg basis for all trip miles and will include the taxes for which the trip is not eligible.

District:

- The District receives credit card-style gas cards from the vendor holding the current fuel contract with the Montana Public Fueling Program and provides the contractor with one gas card per bus. The District will also provide the contractor with a spreadsheet matching a password code with each card. Cards are numbered by the route they will be used on, for example "School Bus 1" for rte 1.
- Six additional cards will be provided for use on sub and field trip buses.

- At the end of each month, the District will review the invoice and pay for all valid fuel purchases used in contracted school bus trips.
- Upon notification that a card has been lost, the District will contact the fuel vendor to declare the card number lost and inactive, and the route will use a sub bus card until replaced.

One Day Bus Passes

Procedure: To allow documented variation in student service along existing routes. The intent is for occasional usage when a student is staying the night with a friend, or a parent needs to make temporary arrangements for childcare when leaving town.

Procedures:

- Parents must contact their child's school to arrange for a one-day pass to be issued.
- Schools will present the completed form to the student to carry on board the bus and retain a copy for future reference.
- Students will give the form to the bus driver of the appropriate bus.
- Drivers will retain the one-day bus pass for the contractor's records.
- Drivers will notify dispatch. Any rider not assigned to their bus who is not carrying a one-day bus pass will be refused.

Route Delays and Weather Concerns

Purpose: To inform our public of delays in bus service or anticipated concerns regarding the impact of inclement weather on bus service. Media outlets to be used include the public service announcements to identified media outlets, the District's web site, the Transportation web site, Facebook and the District's Twitter and Instagram accounts.

Procedures:

Contractor:

- Contractor will ensure that each bus is at the first stop on time.
- Contractor will notify schools of delayed arrivals of any bus running more than 10 minutes late.
- When a bus is running 10 or more minutes late, the Contractor will notify active special needs riders by phone of the delay. Active riders are identified through a current seating chart.
- The contractor will not operate any buses when temperatures reach –30 degrees Fahrenheit, wind chill factor of -40 degrees Fahrenheit or lower (as reported at the Helena Regional Airport) for safety reasons.

District:

- School District reserves the right to change weather parameters for cancellation of bus routes.
- District will notify on School Messenger, Facebook and the district website when a bus is running more than 10 minutes late. This message will reinforce the following:
 - Parents should ensure that their children are appropriately dressed for the prevailing weather conditions, including wind-chill factors.
 - Parents should not leave their children unattended at the bus stop if weather conditions pose an exposure threat if the bus is delayed.
 - Parents should be prepared to meet the afternoon bus in conditions of extreme weather.
 - Students may be returned to their school or an alternate district site when adverse weather conditions will not allow a bus route to be safely completed.
- District will post alerts to its web site (www.helenaschools.org/departments/transportation) and Facebook page

(<https://www.facebook.com/HSD1Transportation/>), Twitter (@HelenaPublic) and Instagram (Helena Public Schools) for any major weather-related concerns or delays, as well as notify the newspaper (Independent Record) and television (KTVH Channel 12) media to post streaming web and tv text messages.

Extreme Cold Weather Start Ups

Procedures:

- District reserves the right to request the following two options for bus startup when temperatures are expected to reach -20 below
 - Startup will begin at 4:00am with all sub-buses being started first and are to remain idling. The remaining buses are to be started and remain idling until driver starts their route
 - Start up will begin at 8:00pm the day before the early morning start up. Buses are to be start every 2 hours and let idling for 1 hour. All buses will be running at 4:00am and idling until driver starts their route. (District will reimburse First Student for operating cost for the all night start up).

Extreme Cold Weather Fueling

Procedures:

- Starting November 1st and ending March 1st, all bus will use only 50/50 winter blend diesel fuel.
- District reserves the right to require First Student to use only diesel #1 in the event of extreme cold weather. District will inform First Student in writing the beginning and ending period for the use of diesel #1.

Routing

Purpose: To provide the public and drivers clear direction regarding local school bus service coverage. Routing will maximize the efficiencies of existing vehicles through evaluation of bus capacities, student ride times, student distance to stop, and road maintenance conditions.

Procedures:

Contractor:

- Contractor's drivers will run the routes as developed and offer feedback regarding safety concerns and travel directions. Drivers will conduct a dry run and offer any associated feedback at the beginning of each school year, when major changes occur to a route, and when taking over a route. The dry run will occur a week prior to running the new or changed route "live", with students on board.
- Drivers of regular routes will not deviate from the route as printed unless approved for temporary avoidance of a situation causing unnecessary delay or safety concerns. Requests for deviations will be clearly explained over the radio. Drivers of special needs routes will follow the stop pickup and drop order. All drivers will communicate through dispatch the need for any schedule changes greater than 3 minutes from the printed schedule.
- Contractor will distribute route updates to students through printed Edulog route sheets with attached informational tags explaining changes.
- Contractor's dispatchers will use the Edulog software during daily operations for scheduling and parent contact information. The contractor is to make absolutely NO changes to stop times, stop order or directions without authorization from the district.
- Contractor's dispatchers will use the Edulog software for student and route reference information.
- Non-riders. After 2 weeks of a student not riding, the driver will notify district staff. District staff will notify parents advising them of the intention to remove a stop. This is only in cases where this is the only child at that stop. The goal is to improve efficiency of the route and eliminate unnecessary stops

District:

- District will develop the routes by entering the routes into the Edulog software. This includes regular software maintenance and updating with agreed-upon changes.
- New stops will be added after the District reviews the request from either the contractor or a parent. Driver recommendations will go through dispatch and in turn to the District Router. In any cases of uncertainty, District will be consulted.
- Driver recommendations will be processed through the Safety Manager and/or Route/Stop Change Request forms. Copies of these forms will be retained by the district and the contractor.
- The District is the approval authority for new stops and or route additions.
- The District will submit the necessary claim forms for local, county, and state reimbursement (TR-1, TR-4, TR-5 and TR-6), while the contractor will keep current all vehicle inspection and driver certificate documents (TR-13 and TR-35).
- Any requirements for special needs transportation will be coordinated from the school, through the district and to the contractor.

There are several things that should be considered when developing routes. The one thing to keep in mind is there are always exceptions to the rule and no one procedure can possibly cover every scenario. The following was developed and should be used when determining routes:

- *Walk zones.* For K-8, the walk zone is defined as 1 mile, for high school, it's 3 miles. Meaning any child inside the walk zone is not eligible for transportation. Exceptions occur when the bus route happens to pass directly by that location. In that case, a stop may be created upon District approval. General things looked at are student load, route direction, overall time, overall number of stops.
- *Hazards.* 3-4 lane roads and certain high-speed roads are identified as hazards by the district. Under no circumstances will crossing be allowed on 3-4 lane or high-speed roads as defined by the district. Any other hazards are identified on a case by case basis. The type of hazard, as identified by the district, will determine stops.
- *District overflow.* When this happens, they are overflowed to the nearest school from that school. In this case, despite the Edulog program showing them as "ineligible", they become eligible and will be scheduled for transportation.

- *Stop distances.* As a rule, stops are created with safety and a minimum 500 foot distance between stops in mind. This is not an absolute, for safety reasons such as sight distance. This may increase or decrease distance between stops. There is no “minimum” walking distance to a stop for a child. Stops are created with general populace in mind placing the stop as close to all families in the area as possible. What has to be considered is student load, length of route and safety.

ATTACHMENT 1

Discipline

Procedures:

Contractor

- Drivers will go over rules at beginning of the year.
- Drivers must abide by the following:
 - Give students a verbal warning.
 - Move student to front of the bus.
 - Inform student they are going to be written up (in front of camera).
 - Complete an incident report and turn into First Student Safety Manager.
 - Be sure to identify student correctly.
 - Be accurate in seat number and time of incident.
 - Stick to the facts.
 - Safety manager will go over incident reports, watch video and turn a conduct report in to the district.
 - If student receives a conduct report, driver will deliver a copy of said report to student as they get off the bus.
- Serious infractions by students will result in an immediate conduct report, even if the first two steps have not been taken. These infractions can include profanity, fighting or illegal substances.

District

- District will go over any conduct reports and determine consequences.
- District will contact parents of students by phone, if able, and via mail.
- District will inform contractor of consequences in writing.

Removing Students at School

- On occasion, a student's behavior will warrant their removal from the bus. This decision will be made by the district.
 - A student must be a serious safety risk, danger to themselves, other students and/or driver or attendant that is beyond the driver/attendant's ability to control.
 - If the above isn't met, staff must warn the child, move them to the front and take students home.
 - If student is showing behaviors that driver/attendant find removal needed, driver will call into dispatch and request District to watch video. District will make decision.

ATTACHMENT 2

FACILITIES, EQUIPMENT AND INFRASTRUCTURE

Maintenance and Storage Facilities

- The Contractor is required to provide adequate facilities to insure safe, uninterrupted transportation service to the District.
- The Contractor shall provide a single location to conduct its operations from, including offices, training center, mechanic bays, storage facilities, bus and employee parking.

District Operations at Contractor's Facilities

- The Contractor shall provide the District with approximately 800 square feet of office space to house its Transportation Specialist on a full-time basis.
 - This space shall include two private office and a common meeting and reception space.
 - The Contractor is responsible for providing all utilities and daily janitorial services, with the exception of telephone services and District network access. HVAC utilities will be suitably designed to keep this work area consistently comfortable considering the season.
 - Authorized District employees shall be provided with keys to access spaces assigned to the District. Access to the office space and bus storage area shall be provided seven days per week, 24 hours per day.
 - The Contractor will provide parking for the District's employee's private vehicles.

ATTACHMENT 3

MISCELLANEOUS PROVISIONS

Public Relations

The Contractor shall cooperate with the District in maintaining a good public relations program with the community and news media so that any pertinent items affecting the Student Transportation Service program, or the patrons of the District can be brought to the attention of the public.

Confidentiality of Client Information

Any and all information regarding any individual person served by the District is strictly confidential. It shall not be released to any party in any form without the authorization of the individual and/or, as the case may be, the agency sponsoring the individual's transportation.

The District shall consider employees assigned by Contractor to provide transportation services contemplated hereunder as "school officials" within the meaning of the Family Educational Rights Privacy Act ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations at 34 CFR Part 99, and the District's own policies adopted pursuant to the Act. Employees assigned by the Contractor to perform services by the Agreement and this Manual may be deemed at the District's discretion to have a "legitimate educational interest" in personal information contained within education records of students to whom they provide transportation services under the Agreement and this Manual. Accordingly, the District may provide employees assigned by the Contractor to provide transportation services contemplated under the Agreement and this Manual with those portions of any such student's educational records pertaining to that student, including but not limited to grades, attendance, behavior reports, health plans, IEPs and behavior intervention plans, which may in any way relate to the provision of transportation services required under the Agreement and this Manual. The Contractor and its employees assigned to provide transportation services contemplated under the Agreement and this Manual shall not disclose the any information from a student's education records to any other individual or party. If the Contractor receives a request for any information contained within a student's education record, the Contractor shall notify the District of such request. The Contractor shall not use information contained within a student's education records for any other purposes than providing transportation services under the Agreement and this Manual. Neither the Contractor nor its employees shall disclose personally identifiable student information obtained pursuant to the Agreement and this Manual to any other representative or volunteer of the Contractor not otherwise authorized to receive such information unless parental consent has been obtained in accordance with FERPA. The Contractor acknowledges that the District has informed it that the disclosure of any information from a student's education record is subject to the disclosure limitations of 34 C.F.R. 99.33(a).

Dispatch and Coordination of Services

The Contractor agrees to provide dispatch and coordinate with the District on all communications with schools, parents and news media.

By signing below, I acknowledge that this is a fluid document and that changes can and will come up. Any changes to this manual will be agreed upon in writing by both the Contractor and the District.

Dated _____

Tom Cohn, Transportation Manager _____

Dr. Tyler Ream, Superintendent of Schools _____

Bevann Hamill, First Student Manager _____

Laura Nelson, First Student Regional Manager _____

2 PERSONNEL

3 Employment and Assignment

4 Each certificated employee will be employed under a written contract, subject to the terms and
5 conditions of the collective bargaining agreement, ~~and~~ District policies and procedures, and state
6 and federal statutes. Renewal and nonrenewal will be determined by the Board after receiving a
7 recommendation from the Superintendent and in conformance with law. The Board, after
8 receiving the recommendations of the Superintendent, will determine the non-renewal or
9 termination of certified and classified staff, in conformity with state statutes, and applicable
10 District policies and procedures, and Collective Bargaining Agreements.

11 Classified employees whose positions are covered by a collective bargaining agreement will be
12 employed subject to the terms and conditions of the collective bargaining agreement, District
13 policies and procedures, and state and federal statutes. Classified employees whose positions are
14 not covered by a collective bargaining agreement will be subject to a one-year probationary
15 period. ~~after which~~ Their employment is governed by ~~the~~ District policies and procedures, and
16 state and federal statutes. The District reserves the right to change employment conditions
17 affecting an employee’s duties, assignment, and/or supervisor, subject to collective bargaining
18 language.

19 *Assignment, Reassignment and Transfer*

20 The Superintendent may assign, reassign, and/or transfer positions and duties of all staff, subject
21 to any provisions contained in the collective bargaining agreements, District policies and
22 procedures and state and federal statutes. The Superintendent will provide for a system of
23 assignment, reassignment, and transfer of classified staff, including voluntary transfers and
24 promotions. Nothing in this policy prevents reassignment of a staff member during a school year.

25 Legal References: § 39-2-904, MCA Elements of wrongful discharge
26 § 39-2-912, MCA Exemptions (wrongful discharge)
27 10.57.601a, ARM Definition of Immoral Conduct
28

29 Cross References:

30 Policy History:

31 Adopted on: 8.13.2013

32 Revised on:

2 **PERSONNEL**

3 Disciplinary Action

4 District employees who fail to fulfill their job responsibilities or to follow reasonable directions
5 of their supervisors, or who conduct themselves on or off the job in ways that affect school
6 operations, may be subject to discipline. Behavior, conduct, or action that may call for
7 disciplinary action or dismissal includes but is not limited to reasonable job-related grounds
8 based on a failure to satisfactorily perform job duties, disruption of the District’s operation, or
9 other legitimate reasons.

10 Discipline will be reasonably appropriate to the circumstance and will include but not be limited
11 to a supervisor’s right to reprimand an employee and the Superintendent, ~~or building principal’s~~
12 or supervisor’s right to suspend an employee, without pay, or to impose other appropriate
13 disciplinary sanctions. Disciplinary sanctions, including all forms or reprimands, will be
14 documented and placed in the employees personnel file accordance with Policy 5040. In
15 accordance with Montana law, only the Board may terminate an employee or non-renew
16 employment.

17 The Superintendent or designee is authorized to immediately suspend a staff member, with or
18 without pay, in a non-disciplinary manner, and recommend retention or termination of
19 employment.

20

21 Cross Reference: Policy 5225 Termination from Employment / Non-Renewal of
22 Employment

23 Policy 5040 Personnel Records

24

25 Legal Reference: §20-3-324, MCA Powers and duties
26 §20-4-204, MCA Termination of tenure teacher services
27 §20-4-207, MCA Dismissal of teacher under contract
28 §39-2-903, MCA Definitions
29 §45-8-361, MCA Possession or allowing possession of a weapon in
30 school building – exceptions – penalties – seizure
31 and forfeiture or return authorized – definitions

32 Policy History:

33 Adopted on:

34 Revised on:

PERSONNEL ACTIONS
May 15, 2019 – June 11, 2019

CERTIFICATED PERSONNEL

<u>Appointments</u>			
<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Dawes, Levi	08/26/2019	CHS/Business Marketing	\$39,697
Vavruska, Kinsey	08/26/2019	StarBase/Elementary Science	\$39,697
Harrington, Megan	08/26/2019	SSC/.50 FTE Speech Language Pathologist	\$23,198.50

*Temporary Contract: Contract expires at the discretion of the District or 6/7/2019 whichever occurs first.

<u>Terminations/Retirements</u>			
<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Orem, Lindsay	06/06/2019	CRA/Special Education-Resource	Resigned
Knight, Corbin	06/07/2019	HHS/Special Education-Resource	Resigned
Ross, Christopher	05/20/2019	SSC/School Psychologist	Resigned
Zolynski, Jason	06/06/2019	SPED/Bryant Elementary	Resigned

<u>Leave</u>			
<u>Name</u>	<u>Term</u>	<u>Location/Assignment</u>	<u>Type of Leave</u>
Pogreba, Donald	2019-2020	HHS/Language Arts	Request Withdrawn

<u>Change in Contract</u>			
<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>

**Temporary Assignment*

CLASSIFIED PERSONNEL

<u>Appointments</u>			
<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Cronin, Jacob	08/26/2019	PAL/eNet Para Educator	\$11.95/hr.
Kumpula, Wendy	08/12/2019	Warren/Elementary Secretary	\$13.98/hr.
Sommers, Lisa	08/26/2019	SSC/COTA	\$25.75/hr.

**Temporary Assignment*

Terminations/Retirements

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Askam, Steven	06/06/2019	Warren/Para Educator	Resigned
Caferro, Duran	06/06/2019	CRA/IEFA Tutor	Resigned
Gilman, Aaron	06/06/2019	Smith-Bryant-Central-Broadwater/IEFA Tutor	Resigned
Guse, Katrina	06/06/2019	Jefferson/Para Educator	Resigned
Holst, MacKenzie	06/06/2019	Kessler/Para Educator	Resigned
Jenks, Ace	05/22/2019	CRA/Custodian	Resigned
Hogue, Robert Kelly	06/15/2019	Maintenance/Float Custodian	Resigned
Griffith, Dorothy	06/07/2019	CHS/Para Educator	Retirement
Zuidema, Rick	06/01/2019	Maintenance/Custodian	Retirement
Cloninger, Renee	06/07/2019	HHS/Gym-Activity Coordinator Stipend	Position Ended
Hageman, Reg	06/07/2019	CHS/Gym-Activity Coordinator Stipend	Position Ended
Standiford, Donnell	06/06/2029	Hawthorne/Para Educator	Terminated

Leaves

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

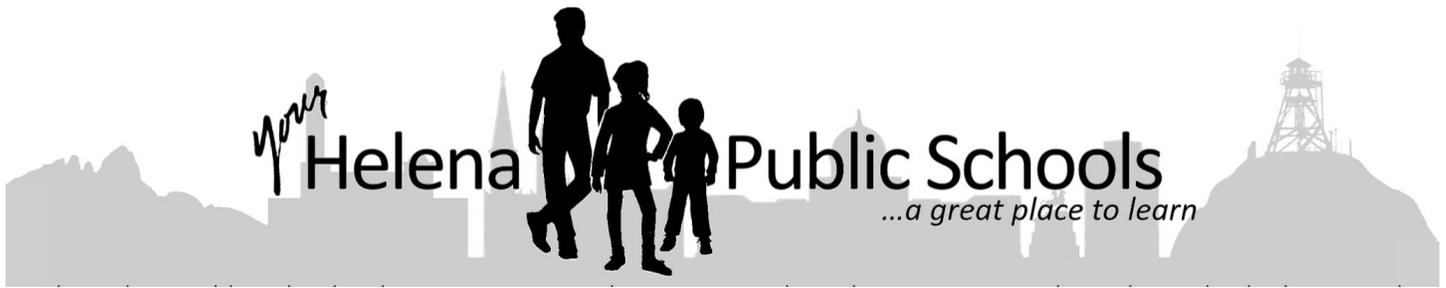
<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>	<u>Location</u>	<u>Amount</u>
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APPROVAL OF OUT-OF-DISTRICT ATTENDANCE AGREEMENTS
(NONRESIDENT STUDENTS ATTENDING HELENA SCHOOL DISTRICT)

Grade	District of Residence	Address	School of Attendance
9	Jefferson High School	Clancy	Helena High School
10	Jefferson High School	Clancy	Helena High School
11	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Jefferson City East	Helena High School
12	Townsend K-12	Helena	Helena High School
12	Jefferson High School	Clancy	Helena High School
12	Jefferson High School	Clancy	Helena High School

Running Total of Out-of-District Attendance Agreements

Grade	Address								Total
	East Helena	Clancy	MT City	Jefferson City	Boulder	Townsend	Winston	Wolf Creek	
9	2	34	3	1					40
10	4	27	4						35
11	1	30	6	3		1	1		42
12	4	47	7		1				59
	11	138	20	4	1	1	1	0	176



B. Consent Action Items

1. Approval of Personnel Actions (see attached)
2. Approval of Warrants
3. Approval of Out-of-District Attendance Agreements - Incoming Students (see attached)
4. Early Kindergarten Admission Request: Student 1
5. Early Kindergarten Admission Request: Student 2

Background: Per HSD Policy 3010 requests for early kindergarten admittance have proceeded through the below process. Formal assessment results, including qualitative and quantitative inputs, were considered by school and district personnel in consider the below recommendation to the Helena Public Schools Board of Trustees.

Evaluation Process:

- Formal request from parent/guardian received by the HSD Board of Trustees
- HSD Assistant Superintendent confirms receipt of early admissions request with parent/guardian
- HSD Assistant Superintendent notifies the receiving school to initiate evaluation
- School of Record contacts parent/guardian to schedule evaluation dates/times
- Kindergarten Readiness Evaluation to include the following assessments:
 - Observation of Student in an educational setting
 - Developmental Indicators for Assessment of Learning-Fourth Edition
- Receiving school compiles assessments results and collectively makes a recommendation to the Assistant Superintendent
- HSD Assistant Superintendent confers with superintendent to review evaluation results
- HSD Assistant Superintendent confirms evaluation results and recommendation with parent/guardian (including the option of a meeting to review results)
- Formal recommendation made to the HSD Board of Trustees

Recommendation to Board of Trustees: Early Kindergarten Admission Request: Student 1 (Kessler)

The Superintendent recommends that the Board of Trustees grant early kindergarten admission, per the parent/guardian's request, to Student #1 to attend Kessler Elementary

Recommendation to Board of Trustees: Early Kindergarten Admission Request: Student 2 (Hawthorne)

The Superintendent recommends that the Board of Trustees grant early kindergarten admission, per the parent/guardian's request, to Student #2 to attend Hawthorne Elementary