



*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 Summer Retreat

Bryant Elementary Library & Patio | 1520 Livingston Ave |  
Helena, MT 59601

Friday, July 15th, 2022 - 8:30 a.m. – 3:00 p.m.

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### AGENDA

#### I. CALL TO ORDER /INTRODUCTIONS

#### II. REVIEW OF AGENDA

#### III. 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.*

#### IV. NEW BUSINESS

##### A. Consent Action Items

1. 3.24.22 Special Board Meeting Closed Session Minutes
2. 5.10.22 Board Meeting Closed Session Minutes
3. 05.17.22 Special Board Meeting Minutes
4. 05.24.22 Board Work Session Meeting Minutes
5. 06.07.22 Special Board Meeting Minutes
6. 06.14.22 Full Board Meeting Minutes
7. Personnel Actions
8. Out-Of-District Attendance Agreements (Helena Students Attending Other Districts)
9. Review and Ratification of the K-12 Vision Project Strategic Plan
10. Reaffirm MTSBA Principles and Guidelines
11. Reaffirm The Foundational Elements of MTSBA's Organizational DNA
12. MTSBA Resolutions Approved by MTSBA Delegate Assembly
13. Election of Officers of the Corporation
14. Amendment to the MTSBA Bylaws

**B. Items for Action**

1. SMA Facilities Master Plan Contract
2. Carpenters Collective Bargaining Agreement
3. Electricians Collective Bargaining Agreement
4. Painters Collective Bargaining Agreement

**C. Items for Information**

1. Onboarding with District Counsel Bea Kaleva
2. Board of Trustees Self-Evaluation Results and Discussion
3. Strategic Priority Discussion
4. Goal Discussion
5. Budget Discussion
6. Q & A Session

**V. BOARD COMMENTS**

**VI. ADJOURNMENT**

**HELENA SCHOOL DISTRICT  
Board of Trustees Summer Retreat**

**Meeting Date:** 07/15/2022

**Items IV. A.1 through A.13**

General Public Comment

Consent Action Items

Items For Action

Items For Information

**Item Title:        Consent Action Items**

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Board Action	1st Motion	Second	Aye	Nay	Other
Muszkiewicz					
Hathhorn					
Beaver					
Satre					
McKee					
Fitzpatrick					
Walsh					
Armstrong					



**Superintendent**

Rex Weltz  
324-2001

**Business Manager**

Janelle Mickelson  
324-2040

## **Board of Trustees Special Board Meeting**

Lincoln Center-1325 Poplar St.-Helena, MT 59601

**May 17<sup>th</sup>, 2022**

### **MINUTES**

**ATTENDANCE – Present unless otherwise noted.**

Luke Muszkiewicz-Board Chair  
Siobhan Hathhorn-Vice Chair  
Janet Armstrong-Trustee  
Terry Beaver-Trustee  
Janet Armstrong-Trustee  
Jennifer McKee-Trustee  
Jennifer Walsh-Trustee  
Kay Satre-Incoming Trustee

Rex Weltz-Superintendent  
Josh McKay-Assistant Superintendent 6-12  
Brian Cummings-Assistant Superintendent K-5  
Janelle Mickelson-Business Manager & District Clerk  
Barb Ridgway-Chief of Staff  
Gary Myers-Director of Educational Technology

Katrina Chaney- Lewis and Clark County Superintendent  
Many guests of the public as well as Helena School District staff

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:**

Board Chair Luke Muszkiewicz called the meeting to order at 5:30 p.m. in the Lincoln Center Board of Trustees Conference Room and started the meeting with the Pledge of Allegiance.

**II. REVIEW OF AGENDA:**

Board Chair Luke Muszkiewicz discussed that incoming Trustee Lois Fitzpatrick had an unforeseen circumstance arise and she would not be able to attend today's meeting and would not be able to be sworn in at this meeting. The oath of office does not need to happen during a public meeting so we can work with her on scheduling a time to make sure that is done. The agenda was then reviewed by those present, and no additional changes were made.

**III. GENERAL PUBLIC COMMENT:**

Ms. Courtney McAdams commented. "I am a parent of two and a taxpayer in the District. Good evening to the Chair, the Board and the new Board member. It's been great to focus on the success of our talented students and educators in the last few Board meetings. I really enjoyed hearing from the kids and their outstanding teachers and hearing about all the successes that they have been achieving this spring and the past school year. Then I listened to the Board discussion at the last meeting and reflect on the February academic indicator summary, the April budget presentation, and the May discussion on personnel policies. There isn't enough time to address all the issues, questions, and concerns that came up-but I'm still waiting to hear back on a few emails. The lack of transparency and lack of accountability of the school Board to the public is very concerning. I asked for the June-which I just got those-June and July meetings to see when all the new administrative hires, raises, and bonuses were voted on by the Board. I cannot find the votes in the July agenda. I'm still waiting to receive the June agenda. All these positions and raises will cost the taxpayers millions of dollars over the next 10 years when we already have a significant budget shortfall coming. When I talked to your attorney at the May board meeting, she said changing the structure of the administrative team by adding a new Assistant Superintendent or other positions should have been voted on in public at a Board meeting. There were multiple new admin positions added with no public meeting or comments as far as I can tell. She also mentioned the Board had not reviewed contracts or HR policies in the past 12 years since she's been advising the Board. This is stunning to me. First off, that she would admit this to a parent and secondly, that you are operating as a Board with no policy reviews or oversight. I work for a large Fortune 500 company that requires a lot of oversight. I met with my corporate compliance officer yesterday and it was funny because one of the questions he asked me was-are you planning on running for office or school board? I was like, absolutely not, but he said if you do, these are the procedures that you have to go through. He's actually the president of the Board for three municipalities of a large Wisconsin area and has been for the last 10 years. I shared with

him what was happening here, and he was flabbergasted. He made a comment that stuck with me. As a school Board our top three priorities are safety, academics, and the taxpayers. As we will see tonight you do not have a mandate on the school levies. In fact, the high school levy almost failed by 15 votes. Without the support of the community, our schools will not succeed. Fifty percent of the community did not want to authorize more money for the District. That should sound an alarm to all of you. After the last Board meeting, I'm really questioning what the Board's priorities are if you're not reviewing academic performance indicators and Board budget shortfalls-except for once-in the last few years, or key hiring decisions that will cost the taxpayer millions of dollars. I would much rather spend that money on programs and facilities that benefit kids-not more top-heavy administrator costs. We spent \$750,000 on plexiglass on top of all the time and labor spent to install them and then removed them two weeks later. That money could have been used to catch up our kids' learning losses and allow more than 370 K through eighth graders to attend summer school. We have hundreds of kids behind in each grade. We really need a new middle school in the valley and many updates to our facilities to compete in the AA arena. We don't have the money or apparently the support of the community to do so. As you start a new term with new members, I hope you will work together to be forthcoming with the public and taxpayers on what is happening academically, fiscally, and with personnel changes. Thank you for your time and service."

That concluded General Public Comment. The Board moved on to discuss New Business.

#### **IV. NEW BUSINESS**

##### **A: Canvass of Elections Results**

- 1. Canvas of Election Results and Issue Certificates of Election (Elementary)**
- 2. Canvass of Election Results and Issue Certificates of Election (High School)**

Ms. Janelle Mickelson, Business Manager and District Clerk, commented. "The annual regular school election was held on Tuesday, May 3<sup>rd</sup>, 2022. Pursuant to 20-20-415, MCA, at the first regular or special meeting after receiving the certified tally sheets and no later than 25 days after the election, trustees must canvass the election results. We received the election results from the county on May 11<sup>th</sup>, 2022, so we are within that timeframe. In the case of a trustee election, the certificate must be issued to the elected trustee and to the county superintendent, designating the term of the trustee position. In the case of an election on a proposition, the trustees must issue a certificate specifying the outcome of the election." Ms. Mickelson shared highlights from the election.

- Total registered voters in the elementary were 39,804. Total ballots issued were 34,108. Total ballots tabulated in the elementary were 15,324 with a total voter turnout of 39.21%.
- Total registered voters in the high school were 41,153. Total ballots issued were 35,990. Total ballots tabulated were 16,055 with a total voter turnout of 39.01%.

The election results were also provided by the county elections office on May 11<sup>th</sup>, 2022. Ms. Mickelson shared the highlights.

- Kay Satre, Siobhan Hathhorn, and Lois Fitzpatrick received the most votes for the three vacant K-12 seats with Kay Satre receiving 8,098 votes (21.71%), Siobhan Hathhorn receiving 7,364 votes (19.74%), and Lois Fitzpatrick receiving 4,931 votes (13.22%).
- The elementary general fund levy proposition passed with a margin of 52.18%.
- The high school general fund levy proposition passed with a margin of 50.05%.

Board Chair Luke Muszkiewicz commented. “I would entertain a motion to Canvass the Election Results and Issue Certificates of Election for the Elementary District.”

**Motion:** Board Vice Chair Siobhan Hathhorn moved to accept the canvassed election results for the elementary district. Trustee Janet Armstrong seconded the motion.

**Public Comment:** None.

**Vote:** 5-0 motion carries unanimously.

Board Chair Luke Muszkiewicz commented. “I would entertain a motion to Canvass the Election Results and Issue Certificates of Election for the High School District.”

**Motion:** Trustee Terry Beaver moved to accept the canvassed election results for the high school district. Trustee Jennifer Walsh seconded the motion.

**Public Comment:** None.

**Vote:** 6-0 motion carries unanimously.

## **B: Oath of Office for 2022-2023 Elected Trustees**

Board Chair Luke Muszkiewicz called upon Ms. Kay Satre and Ms. Siobhan Hathhorn to be sworn in by Ms. Katrina Chaney, Lewis and Clark County Superintendent.

Ms. Satre and Ms. Hathhorn recited their Oath of Office and were sworn in by Ms. Katrina Chaney.

## **C. Organization of the Board of Trustees**

- 1. Appointment of Board Chair**
- 2. Appointment of Board Vice Chair**
- 3. Appointment of District Clerk**

### **1. Appointment of Board Chair**

Board Chair Luke Muszkiewicz commented. “I’ve asked Trustee Walsh to survey our Trustees and see what interest there was for these two very important leadership positions. Trustee Walsh, do you have a motion for our consideration for Board Chair?”

**Motion:** Trustee Jennifer Walsh moved to appoint Trustee Siobhan Hathhorn as Board Chair. Trustee Jennifer McKee seconded the motion.  
**Public Comment:** None.  
**Vote:** 7-0 motion carries unanimously.

2. Appointment of Board Vice Chair

**Motion:** Trustee Jennifer Walsh moved to appoint Trustee Jennifer McKee as Board Vice Chair. Trustee Terry Beaver seconded the motion.  
**Public Comment:** None.  
**Vote:** 7-0 motion carries unanimously.

3. Appointment of District Clerk

Board Chair Siobhan Hathhorn commented. “Does anyone have a motion for our consideration of District Clerk?”

**Motion:** Trustee Jennifer Walsh moved to appoint Janelle Mickelson as District Clerk. Trustee Luke Muszkiewicz seconded the motion.  
**Public Comment:** None.  
**Vote:** 7-0 motion carries unanimously.

**V. BOARD COMMENTS**

Trustee Jennifer McKee commented. “I wanted to acknowledge the enormous contributions of our past Chair, Mr. Muszkiewicz. It has been a remarkable two years for every human being, and there wasn't a clear path forward through the last two years and I was very thankful for your leadership in so many ways. Thank you very much.”

Superintendent Rex Weltz commented. “Mr. Muszkiewicz, we value your stability through the times that we have gone through, and the consistency that you have brought to this Board. Thank you for your leadership and your service.”

Board Chair Siobhan Hathhorn commented. “Thank you so much for your service, Luke. I am very honored to be selected by my fellow Trustees to be the Chair. I am really excited to get to work and address some of the really important issues that are coming forward. We have a strong Board with some strong experience and then some new folks coming on with new energy and new ideas, and I think it will be a really great mix to make a productive Board.” Board Chair Hathhorn discussed some of the areas she would be focusing on would be academic achievement, the budget, and facilities. Ms. Hathhorn commented. “As Chair, I'm looking forward to serving with diligence, energy, and transparency. I think that we really need to look at our District as a whole because every child is important, and every family is important. We have a great community in the city of Helena and the Helena Valley who has a history of supporting our educational community. We have talented educators who are motivated to do what's right for kids.

I'm excited to watch great things unfold. Thank you very much.”

Trustee Jennifer McKee commented. I'm heading into my third year, and I've learned so much more about Helena Public Schools. You think you know what school means when you send your kids into one, when you volunteer in one, and when you love one. But when you get involved in the Board itself, especially as chair of the Teaching and Learning Committee, the most important thing I've learned was the level of detail, expertise, training, intent, care, and love that goes into our schools. I was so impressed with the way our District innovated through COVID. We could have plotted along and that would have been utterly forgivable, but our schools didn't. I am very excited to work with Siobhan, the Board, the community, the educators, and the students to keep pushing in the right direction.

**VI. ADJOURNMENT**

The board meeting adjourned at 6:02 p.m.

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Candice Delvaux, Recording Secretary

Date



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## Board of Trustees Work Session Minutes

Tuesday, May 24th, 2022 | Tour at 3:30 / 4:00pm | Warren Elementary and via TEAMS

### MINUTES

#### ATTENDEES

<i>Trustees</i>	<i>Others</i>
Siobhan Hathhorn, Board Chair	Rex Weltz, Superintendent
Jennifer McKee, Vice Chair	Josh McKay, Assistant Superintendent 6-12
Luke Muszkiewicz, Trustee	Barb Ridgway, Chief of Staff
Kay Satre, Trustee	Janelle Mickelson, Business Services Administrator
Jennifer Walsh, Trustee	Robert Brewer, Facilities Manager
Janet Armstrong, Trustee	Brian Cummings, Assistant Superintendent K-6
	Gary Myers, Director of Educational Technology
	Jane Shawn, HEA President
	Tia Wilkins, Principal of Warren Elementary
	Joslyn Davidson, Curriculum Administrator
	Tim McMahon, Activities Administrator
	Shane Snyder, Senior Infrastructure & Information Systems Manager
	Many Warren Elementary Staff Members and Students
	Many Helena Public School Employees
	Many Guests of the Helena Community

#### I. TOUR OF WARREN ELEMENTARY SCHOOL

#### II. CALL TO ORDER/ PLEDGE OF ALLEGIANCE

Board Chair Siobhan Hathhorn called the meeting to order at 4:17 p.m. and led the Pledge of Allegiance.

### III. REVIEW OF AGENDA

Board Chair Siobhan Hathorn reviewed the agenda with the Board of Trustees and there were no changes to the agenda.

### IV. PRESENTATION:

Warren Elementary Principal, Tia Wilkins, began with a Power Point presentation which she presented to the Trustees. Ms. Wilkins discussed that the mission of Helena Public Schools is to 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. At Warren School, the staff is committed to develop students who will be lifelong learners, academically capable, and socially responsible. Our goal is to offer a safe and secure environment for all students in order to foster their individual growth and development. The Warren Words to Live By are: *"We are kind, honest, safe, respectful, and responsible."* Principal Wilkins reviewed the student demographics at Warren. There are 311 students enrolled, 38% are on the free and reduced lunch program, 29 students are enrolled in SACC, and 5 students are enrolled in PEAK. For Warren special education services, 27 students are on IEPs, 25 students are speech only IEPs, and there are 9 students on a 504 plan. There are 66 students enrolled in the Angel Fund program and 70 students that are in the food pack program. Warren is a 3/2 model school, which means there are 3 kindergarten classrooms, 3 first grade classrooms, 3 second grade classrooms, 2 third grade classrooms, 2 fourth grade classrooms, and 2 fifth grade classrooms. The year-to-date attendance rate is 91% and the parent teacher conference attendance average for the last 3 years is 98%.

Principal Wilkins reviewed the staff demographics at Warren Elementary with the Trustees:

- 15 classroom teachers
- 1 Title 1 Teacher
- 2 Special Education teachers
- 1 Speech/Language Pathologist
- 1 Counselor
- 1 CSCT therapist and 1 Behavior Specialist (Shodair)
- 1 Librarian
- 2 P.E. teachers (shared with Central and Bryant)
- 2 Music teachers (shared with Central and Bryant)
- 3 SPED paras
- .5 Title para
- 3.5 General Education paras
- 1 Edgenuity learning coach
- 1 Instructional Coach
- 1 Nurse (shared with Smith)
- 1 Administrative Assistant
- 3 SACC staff

- 1 School Psychologist (shared with Rossiter)
- 2 Custodians
- 2 Kitchen staff
- 1 Administrator

Warren Elementary Secretary, Wendy Hornby, discussed Warren’s commitment to student and family relationships including:

- Ensuring students basic needs are met each day
- Students are greeted by staff each morning
- Teachers and staff are in the halls during transitions
- Their commitment to student breakfast and snack
- Having extra clothing on hand

Principal Wilkins commented. “Family engagement is a primary focus for Warren staff. For most of our families their first introduction to our community is home visits. Our kindergarten teachers and their home visit team members go to students’ homes prior to school starting. They jump on trampolines, meet beloved pets and so much more. What has struck me is in almost every Warren home that I have visited, the kindergarten home visit picture is proudly displayed. I’ve seen it on mantle places, on fridges, and above students’ beds. That home visit picture means so much to our students. I wholeheartedly attribute our strong community to home visits. Please join me in welcoming Mrs. Ralph and the Taylor family.”

Mrs. Chris Ralph, kindergarten teacher at Warren, commented. “I teach kindergarten here and one of the best things for me about this school is our commitment to our strong relationship building with our families. In kindergarten, we do our jump start and our home visits and we get our relationships going at that early age. In 2008 the District brought in the home visit project, which is research based and since then, home visits have been occurring in kindergarten. Our whole community has had such great relationships built.”

Mrs. AiryInn Pierce-Taylor, Warren parent, commented. “I am the mom of a kindergartener and a third grader, and I am honored to be here today to express the impact home visits have on our students, our families, and our teachers. When these students find out their teacher is coming to their home to visit them before school starts, they feel like the luckiest kid in the world. Kindergarten is the gateway to education and a positive experience will go so far. The teachers come over, they get to know the kids, they ask to see their favorite toys, they play a game, they see their bedroom, and then at the end they leave them a book that-by the way-they will be able to read by the end of kindergarten. Both of my kids still have these pictures on our refrigerator and never miss a chance to show people that come over the day their teacher came to visit. Having the interaction allows for building trust and a much deeper and meaningful connection for the students, teachers, and the parents. This initiates effective communication with the teachers in such a positive way. Our families could communicate anything with Mrs. Ralph effectively throughout the entire school year.

Some kindergarteners have never been to daycare or preschool, so having that familiar face the first time the parents dropped them off give the students comfort and understanding that it's going to be okay. I think the teachers also gain insight on where these students come from and what kind of family support systems they have at home. When I was asked to discuss home visits with you all today, I took the opportunity to seek feedback from several parents. Every parent I met with expressed their sincere gratitude for these visits, the bond the teacher has with them, the positive communication, the confidence boost that it gives, and the overall excitement for school that these kids get after these home visits. Every parent mentioned these exact things. Overall, I believe home visits set our students up for success and is a positive experience that these kiddos and their families very much enjoy, and I hope this will continue to go for years to come. Thank you.”

Principal Wilkins discussed the communication at Warren Elementary, including monthly community newsletters, Class Dojo, and the Warren PTO Facebook page. Ms. Wilkins mentioned at Warren, they believe in school-wide consistency and collaboration including daily agendas posted, the Warren Road Map being aligned to HSD Instructional Framework, identified areas of growth, and focus in ELA and Math, grade-level teams, weekly PLCs, pacing guides, and progress monitoring.

Principal Wilkins reviewed the Rtl Academics for ELA and Math and reviewed the different Tier levels.

- Tier 1-80% or above: *Building-wide intervention groups. Monthly progress monitoring: iReady, unit assessments, diagnostics and/or screeners, and classroom observations.*
- Tier 2-15%: *Building-wide intervention groups. Monthly progress monitoring: iReady, unit assessments, diagnostics and/or screeners, and classroom observations. Reteach time, Title I support/pullout/push-in. PAST Assessment and Vocubular/Journey’s Diagnostic, fluency, Dolch sight words, Number Sense Screener. Students receive extra support based off identified reading and/or math deficits areas.*
- Tier 3-5%: *Building-wide intervention groups. Monthly progress monitoring: iReady, unit assessments, diagnostics and/or screeners, and classroom observations. Reteach time, Title I support/pullout/push-in. PAST Assessment and Vocubular/Journey’s Diagnostic, fluency, Dolch sight words, Number Sense Screener. Students receive extra support based off identified reading and/or math deficits areas. A-Team, possible further evaluations.*

Principal Wilkins reviewed the Rtl Behavior and/or Social Emotional Tier levels.

- Tier 1: *Building-wide universals stated school-wide daily. Weekly recess meetings. Second-Step lessons taught by school counselor. Monthly student recognition parade.*
- Tier 2: *Principal/Teacher/Student meeting. Goal setting/Behavior plan. Student paired with a Warren staff member. Check-in-Program, daily check-in, weekly goals monitored and celebrated weekly (forms go home). Zones of regulation group. Peer support group/small group role play. Extra “check-ins” with the school counselor.*

*Modified recess/principal/staff “helpers”/meaningful work program. CSCT program consideration. 6-10 absences per quarter.*

- Tier 3: *Principal/Parent meeting. Goal setting/Behavior plan. Goals communicated to families weekly. Check-in-Program, daily check-in, weekly goals monitored and celebrated weekly (forms go home). Behavior plan. Peer Support Group. Structured recess/principal/staff “helpers”/meaningful work program. Set “check-ins” with the school counselor. CSCT program consideration. Principal Check-In. Over 10 absences per quarter.*

Principal Wilkins reviewed the iReady Reading and Math data for 21-22 Fall-Winter and for 20-21 Fall-Spring. Ms. Wilkins discussed the ELA 21-22 SY Focus was vocabulary and comprehension instruction, and the Math 21-22 SY Focus was number sense instruction. Next, Ms. Wilkins reviewed the Warren Roadmap Goals for 2021-2022.

Ashley Komac, Instructional Coach at Warren, discussed Instructional Framework including building wide trimester goals based off the District roadmap, working on implementing framework in chunks (deep not wide), weekly meetings focusing on students, data, and trimester goals, focusing on how we can support our students by supporting our teaching staff (staff climate), and mapping out each week/month. She next discussed PLCs including that the weekly focus is on student needs, whole school PLCs with once a month-topics reflecting needs from walkthrough tool and SLT meeting discussions, meeting with paras/teachers, weekly coach’s meetings (coaches PLC), focusing on our school needs and how this looks for Warren, and collaborating on Whole School PLC planning and trimester focus. Ms. Komac moved on to discuss WIN Groups including side by side teaching/coaching, finding materials to match student/group needs, data collection guides, WIN group instruction iReady/Acadience/Phonics Diagnostic, finding a “just right group” for ALL kids to reach a year of growth, and PDSAs. She then moved on to discuss SLT meetings including celebrating areas we as a staff shine and focusing on areas of growth, collaborations, and alignment to meet needs of our kids, and discussing that teachers guide our SLT meetings and drive resources that come out of meeting and working towards building wide consistency.

Principal Wilkins discussed that there are three school leadership teams at Warren including ELA and Writing, Math and Science, and Student and Family Engagement. Deborah McNay, 5<sup>th</sup> grade teacher at Warren, discussed the ELA and Writing Leadership Team and reviewed the Warren Writing Vertical Alignment, and Warren Writing Goals. Principal Wilkins discussed the Math and Science school leadership team and reviewed building number sense K-5. Molly Moore, kindergarten teacher at Warren, discussed the Student and Family Engagement leadership team at Warren and shared some of the different things their team does including Mighty Manners (Tootles), monthly parade, student council, One Book, Warren Word, reading challenge, PAX-Peaceful and Productive Classes, 5<sup>th</sup> grade celebration, tutoring, music performances, school jobs, buddy classes, and the check-in program.

Principal Wilkins discussed the supportive community at Warren Elementary including 29 parent volunteers that normally come in during non-COVID years, 35 donations to families

over the holidays, and a PTO that meets bi-monthly and helps with events such as open house, walk-to-school day, Taco John's fundraiser, Reindeer Express, 100<sup>th</sup> day Sundae, spring fundraiser, Field Day, and the Warren BBQ.

Colette Ozburn, Warren counselor, and Scott Trisinski, CSCT Therapist at Warren, discussed the social/emotional monthly focus at Warren.

- September-Identify Feelings
- October-Making Choices
- November-Friendships and Healthy Relationships
- December and January-Empathy and Compassion
- February-Conflict Resolution
- March-Coping Skills and Resilience
- April-Character Development and Goal Setting
- May-Transitions and Stress Management

Gwen Riddock, paraprofessional at Warren, discussed recess at Warren Elementary. Brice Burton, 4<sup>th</sup> grade teacher at Warren, discussed the Library program at Warren Elementary, and mentioned that there is an Art Club, Reading Club, and STEM Club. Ross Donaldson, custodian at Warren, commented. "I was really excited when Tia invited me to speak today. I've got a long history here in the school. My kids went to school here. My wife was on the PTO here at Warren when our kids went to school here, and I've worked at the school for five and a half years. We have 27,400 square feet of living space here at Warren School. About 12,700 square feet of that rests on the shoulders of the daytime custodian plus whatever may come up during the school day. 14,700 square feet is taken care of by our evening time custodian. He basically focuses on cleaning classrooms and the bathrooms. In my 5 1/2 years here, I think right now our school building is probably in the best shape it's been in since I've been here. We have had a lot of really good upgrades here, including security upgrades. In the last two years the custodial staff here has gotten brand new equipment. We have a work order system so whenever we need a professional plumber or professional electrician, we submit a work order and those professional school District staff come here and they take care of that stuff. It's nice to feel that support. I believe that the custodians here at the school are the champions for the health and well-being of the environment that the kids are being taught in. I like to say the custodians are the oil that keeps the engine running, and we take a lot of pride in this school. I don't talk about this being a school building. I talk about it as being home. This is our home, and we take care of our home, and we take a lot of pride in our home. All the staff here does, and they are very supportive of the custodial staff. I'm always amazed when we do our lunch setup. We turn this gym in five minutes from a classroom gym to a lunchroom, and we serve hundreds of kids. After lunch it's turned back into a gym again and couldn't do that without all the staff that are here at the school. We all work really well together, we are proud of this place, and it has a warm community feel. The staff and the kids here all feel like one big family. We are all working together to raise good human beings. Personally, I could give you many examples of random acts of kindness I see going on here all the time since I've been here. One of my favorite stories I'll share with you is one time at lunch we had a kid who spilled their milk. He told me he had a milk spill, and I was cleaning up the spill with a smile on my

face. The kid looks at me and asked, *Mr. Ross, why do you like messes so much? I said to him, I don't like messes, but I like you, and that is the reason why I work so hard to take care of the school because I want you to have a clean, and safe place to go to school. It is truly a labor of love. On a personal note, I want to say thank you all for your support.*"

That concluded the presentation, and Principal Wilkins asked if anyone had any questions.

Trustee Janet Armstrong commented. "How has having instructional coaches in the building helped teachers in their classroom?"

Molly Moore, kindergarten teacher at Warren, commented. "This is my second year Warren, but I've been teaching for 25 years and it's always so fun to have new eyes and new ideas. Ashley (Warren instructional coach) has set up weekly meetings with the teachers. They are optional and you can cancel if you need to-but she'll come in and work and help with whatever is needed. This is my first year in kindergarten, so she was able to watch my class while I went and watched the other kindergarten teachers teach. When I came back and said this is what I saw, this is what I want to do-she asked me what I needed help with. She is an extra support system, and it is great to share ideas with her and have her help us with our data."

Mr. Burton commented. "I think having an instructional coach has been very helpful for teachers, especially with the instructional framework. She helps bring that information and helps teachers understand and dive into it. Ashley has been great for being a resource for whatever you need, and it has been a very positive experience."

Trustee Jennifer McKee commented. "This has been so amazing. Public education really is science plus soul, and you feel that in every inch of this building and in every inch of the things that are happening inside, and it's really inspiring. I know that making a place like this doesn't happen by accident. It's all of your work. So, I want to thank you all for it. I love watching the growth charts."

Trustee Luke Muszkiewicz commented. "Thank you, Principal Wilkins, and thank you to your staff for being here and presenting. I love the commitment to greeting kids when they come to the school, and I'll just share that when I walked into the school, I was greeted by two separate kids-one of whom opened the door for me. So, it's rubbing off, and I was impressed. Each one of these work sessions is different in many ways. We all look at iReady data and we look at basic demographic information, but I just want to say I really appreciated two unique things in this presentation. One was the deep dive on home visits. We've talked about home visits before but to just have that deep dive and that insight into how that works and the impression that leaves on the student in particular is really powerful, and I really appreciate that. The last thing is I have to say is Mr. Donaldson, I really appreciate you sharing what you do here and why you do it. It is clear that Warren is lucky to have you and I'm just so thankful that you shared with us your pride and what you do every day for these students."

Siobhan Hathhorn, Board Chair, commented. “It is super apparent that you have a machine going here and we know that when people collaborate and it's organized and things are consistent, then that is the best model and the most productive, and there's lots of different ways to do it. It seems like you have found a way to get every single person engaged.”

The Trustees moved on to listen to the Superintendent’s Report given by Superintendent Rex Wertz.

## **V. SUPERINTENDENT’S REPORT**

Superintendent Rex Wertz discussed recognition in his Superintendent Report which included:

- Principal Tia Wilkins and the staff at Warren Elementary School
- Congratulations to Terri Norman and the CHS BPA Chapter for being recognized with a “Quality Chapter Distinction” at the recent national conference held in Dallas. Capital High School BPA chapter was also recognized for Quality Chapter Distinction. Congratulations to the Capital High BPA students that competed at Nationals.
- Congratulations to our Capital High and Helena High students who received Superior and Excellent Ratings at the MHS State Music Festival May 6<sup>th</sup>-7<sup>th</sup>
- Capital High School welcomed its 2022 National Honor Society inductees on May 3<sup>rd</sup>.
- Congratulations to Samantha Humphrey and Buffy Smith with the Helena High BPA Chapter. They were awarded the Membership Explosion Award, the Quality Chapter Distinction Award, and the Community Service Award. Congratulations to the Helena High BPA students that competed at Nationals.
- Grad Walk Week-Graduating seniors visited their previous elementary schools and were cheered on by current students and staff.
- Congratulations to Mary Guzynski a fifth grader at Smith Elementary School who is the statewide winner of the National Missing Children’s Poster Contest.
- Siobhan Hathhorn and Kay Satre were sworn in as Trustees at the May 17<sup>th</sup> Board Meeting and Janelle Mickelson was voted District Clerk.

Superintendent Wertz moved on to the New Business portion of his Superintendent Report and discussed:

- HEA - HSD Bargaining
- Reception With Director of Support Services Candidates May 19th
- Admin Matrix Discussion
- Administration Meeting at Lincoln Center May 23rd
- iReady Assessments
- Retirement Celebration May 25<sup>th</sup> at Central 4:30 p.m.

Superintendent Weltz concluded his Superintendent Report by discussing his meetings and outreach within the community including meeting with the AA Superintendents, HEA, HEF, and Parent Advisory.

That concluded the Superintendent Report portion of the agenda.

**VI. GENERAL PUBLIC COMMENT**

There was no public comment offered.

**VII. NEW BUSINESS**

**A. Consent Action Items**

1. Approval of the 04.26.2022 Board of Trustees Work Session Minutes

Siobhan Hathorn, Board Chair, commented. "I would entertain a motion for the Consent Action Items."

**Motion:** Trustee Luke Muszkiewicz moved to approve the Consent Action Items as presented. Trustee Jennifer McKee seconded the motion.

**Public Comment:** None.

**Vote:** 6-0 motion carries unanimously.

**B. Items for Action**

1. MOU-Tentative Agreement for Teacher Salaries 2021-2022 and 2022-2023

Superintendent Rex Weltz reviewed the MOU with the Trustees and discussed the impact that this agreement would have on the budget.

Trustee Luke Muszkiewicz discussed that this proposal is in line with legislative inflationary increases, and it recognizes the revenue constraint that we have as a public school district which makes it a very reasonable proposal. Trustee Muszkiewicz also discussed the steps that have been taken in providing for budget sustainability.

Trustee Jennifer McKee thanked everyone who has been involved in this process.

Siobhan Hathorn, Board Chair, commented. "I would entertain a motion regarding this action item."

**Motion:** Trustee Luke Muszkiewicz moved to approve the MOU-Tentative Agreement for Teacher Salaries 2021-2022 and 2022-2023 as presented. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 6-0 motion carries unanimously.

**VIII. UPCOMING MEETINGS**

Siobhan Hathorn, Board Chair, discussed when the upcoming June Board meeting, summer Board Retreat, and committee meetings would be taking place.

**IX. BOARD COMMENTS**

There were no further comments.

**X. ADJOURNMENT**

The meeting was adjourned at 6:17 p.m.

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Candice Delvaux, Recording Secretary



**Superintendent**

Rex Weltz  
324-2001

**Business Manager**

Janelle Mickelson  
324-2040

## **Board of Trustees Special Board Meeting**

Lincoln Center-1325 Poplar St.-Helena, MT 59601

**June 7<sup>th</sup>, 2022**

# **MINUTES**

**ATTENDANCE – Present unless otherwise noted.**

Siobhan Hathhorn -Board Chair  
Jennifer McKee -Vice Chair  
Janet Armstrong-Trustee  
Terry Beaver-Trustee  
Luke Muszkiewicz-Trustee  
Kay Satre-Trustee

Rex Weltz-Superintendent  
Josh McKay-Assistant Superintendent 6-12  
Brian Cummings-Assistant Superintendent K-5  
Janelle Mickelson-Business Manager & District Clerk  
Barb Ridgway-Chief of Staff  
Gary Myers-Director of Educational Technology

Wes Hendrix- Guest of the Public

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:**

Board Chair Siobhan Hathhorn called the meeting to order at 12:01 p.m. in the Lincoln Center Board of Trustees Conference Room and started the meeting with the Pledge of Allegiance and introductions.

**II. REVIEW OF AGENDA:**

The Trustees reviewed the agenda, and no changes were made.

**III. GENERAL PUBLIC COMMENT:**

There was no general public comment. The Board moved on to discuss New Business.

**IV. NEW BUSINESS**

**A: Item for Action**

**1. Elementary Retirement Fund Budget Amendment Proclamation**

Ms. Janelle Mickelson, Business Manager and District Clerk, reviewed the Elementary Retirement Fund Budget Amendment Proclamation with the Trustees.

**Background:**

Pursuant to 20-9-161, MCA, when the trustees of a district decide that a budget amendment is necessary, they may proclaim the need for the budget amendment by a majority vote. The proclamation must include: 1) the facts constituting the need for a budget amendment; 2) the budgeted fund(s) affected by the amendment; 3) the estimated amount of money required to finance the budget amendment in each effected fund; 4) the anticipated source(s) of financing the budget amendment; and 5) the time and place the board will meet for the purpose of considering and adopting the budget amendment. Copies of the proclamation must be sent to the county superintendent and the board of county commissioners (20-9-162).

**Considerations:**

- As a result of additional employer payroll costs resulting from unanticipated and unforeseen increased salaries negotiated by the Helena School District and the Helena Education Association, the district's budget for the retirement fund does not provide sufficient financing to properly maintain and support the district for the entire current school fiscal year.
- The dollar amount of the budget amendment is \$400,000.
- The financing source for the budget amendment is operating reserves in the elementary retirement fund.
- Budget Amendment Process and Procedures:
  1. Trustees proclaim the need for a budget amendment by majority vote.
  2. A copy of the proclamation is sent to the county superintendent and the board of county commissioners.

3. Trustees must provide public notice of their intent.
  4. Trustees adopt the budget amendment by a majority vote.
- Estimated Timeline:
    - June 7, 2022 – Budget Proclamation passed by majority vote
    - June 7, 2022 – A copy of the proclamation sent to the county superintendent and the board of county commissioners.
    - June 7, 2022 – Public notice is provided
    - June 14, 2022 – Budget Amendment is adopted by a majority vote
    - June 15, 2022 – Budget Amendment is submitted to the County Superintendent and the State Superintendent of Schools.

Board Chair Siobhan Hathhorn commented. “I would entertain a motion for the Elementary Retirement Fund Budget Amendment Proclamation.”

**Motion:** Trustee Luke Muszkiewicz moved to accept the Elementary Retirement Fund Budget Amendment Proclamation. Trustee Janet Armstrong seconded the motion.

**Public Comment:** None.

**Vote:** 6-0 motion carries unanimously.

## V. BOARD COMMENTS

There were no further Board comments.

## VI. ADJOURNMENT

The board meeting adjourned at 12:08 p.m.

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Candice Delvaux, Recording Secretary

Date



**Superintendent**  
Rex Wertz  
324-2001

**Business Manager**  
Janelle Mickelson  
324-2040

## **Board of Trustees Meeting**

Lincoln Center  
1325 Poplar St., Helena, MT 59601  
And on TEAMS

**Tuesday, June 14th, 2022**  
5:30 p.m.

### **MINUTES**

**ATTENDANCE – Present unless otherwise noted.**

Siobhan Hathhorn, Board Chair  
Jennifer McKee, Vice Chair  
Luke Muszkiewicz, Trustee  
Kay Satre, Trustee  
Lois Fitzpatrick, Trustee  
Terry Beaver, Trustee  
Jennifer Walsh, Trustee  
Janet Armstrong, Trustee

Keiran Boyle, Capital High School Student Representative for the Board of Trustees

Rex Wertz, Superintendent  
Josh McKay, Assistant Superintendent  
Brian Cummings, Assistant Superintendent  
Janelle Mickelson, Business Manager  
Barb Ridgway, Chief of Staff  
Gary Myers, Technology Administrator  
Joslyn Davidson, Curriculum Administrator  
Kaitlyn Hess, Federal Program Coordinator  
Jane Shawn, HEA President  
Brett Zanto, Capital High School Principal  
Steve Thennis, Helena High School Principal

Many guests of the public as well as Helena School District staff, students, and their families

## **I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Board Chair Siobhan Hathhorn called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance.

## **II. REVIEW AGENDA**

The Board of Trustees reviewed the agenda. Board Chair Siobhan Hathhorn commented. “We would like to move IV. Oath of Office for our 2022-2023 Student Board of Trustees Representative, Keiran Boyle, to the top of the agenda.” The Trustees also determined that VIII. New Business A. Items for Information: 1. Children’s Internet Protection Act (CIPA) Compliance and 2. Elementary Safety and Security Bond Spend Down would be moved after VIII. New Business C. Items for Action on the agenda.

## **III. OATH OF OFFICE FOR 2022-2023 STUDENT BOARD REPRESENTATIVE**

### **A. 2022-2023 Student Board of Trustees Representative**

1. Keiran Boyle-Capital High School Student Representative

Keiran Boyle, 2022-2023 Capital High School Student Representative, was sworn in by Board Chair Siobhan Hathhorn. Loreley Drees, Helena High School Student Representative, is attending a National Speech and Debate Tournament, and will be sworn in at a future date.

## **IV. RECOGNITION**

The Board of Trustees began with BPA National Leadership Conference Awards. The Board recognized Terri Norman and the Capital High School BPA Chapter for being recognized with a Quality Chapter Distinction Award at the recent national BPA conference held in Dallas, Texas. They also recognized Abi Grotbo, Ryleigh Bushnell, and Madelyn Holston. Their Presentation Management Team placed 8<sup>th</sup> in the nation. The Board then recognized Samantha Humphrey, Buffy Smith, and the Helena High School BPA chapter for being awarded the Membership Explosion Award, the Quality Chapter Distinction Award, and the Community Service Award at the recent national conference held in Dallas, Texas. The Board recognized the following Helena High Students: Foster Smith who placed 5<sup>th</sup> in the nation in Java Programming and Kaden Price who placed 10<sup>th</sup> in the nation in C# Programming.

The Board of Trustees moved on to 2022 SMART Schools Awards. The Helena High Green Group under the leadership of Jill VanAlstyne was recognized for winning the 2022 SMART Schools Award. They are the recipients of \$2,000 which will go towards assisting other schools in securing their solar panel grants. The Capital High Green Club under the leadership of Sarah Urban was recognized for winning the 2022 SMART Schools Award. They are the recipients of \$2,000 which will go towards CHS sustainability projects including greenhouse projects, upcycling, and composting.

The Board recognized Smith Elementary Montessori teacher Katy Wright who was recognized in Washington D.C. and received her award as Montana’s nominee for the 2021 National Education

Association Foundation Award for Teaching Excellence.

The Board of Trustees next recognized some amazing athletes in the Helena School District:

- Capital High’s Ryan Ashley-2022 State Champion in Boys Tennis Singles
- Capital High’s Tom Carter-2022 State Champion in the Boys 200 Meter
- Capital High’s Alex Brisko-2022 State Champion in the Boys Pole Vault
- Coach Zentz, his staff, and the Helena High School Girls Track and Field team as they captured the 2022 State Championship in Butte
- Helena High’s Odessa Zentz- 2022 State Champion in the 400 Meter Run and the 800 Meter Run
- Helena High’s Logan Todorovich- 2022 State Champion in the 100 Hurdles and the Girls Long Jump
- Helena High’s Sydney Mattfeldt- 2022 State Champion in the Girls Shot Put
- Helena High’s Josh Goleman- 2022 State Champion in the Boys Shot Put

That concluded Recognitions. The Board of Trustees moved on to review presentations on Title and Federal Programming and Spring Student Achievement Data.

## **V. PRESENTATIONS**

### **1. Title and Federal Programming**

Mrs. Kaitlyn Hess, Federal Program Coordinator, discussed Title and Federal Programming for the Helena Public School District. Title and Federal Programming is part of the Elementary and Secondary Education Act that was reauthorized on December 10<sup>th</sup>, 2015, by the Every Student Succeeds Act. Title funds and federal programming funds provide additional academic support and learning opportunities to help low-achieving children master challenging curricula and meet state standards in core academic subjects, and it provides supports and opportunities in college and career readiness for underserved students.

Qualifications for Title Funding:

- Number of free and reduced lunch to qualify individual schools
- Number of homeless identified in the District
- Number of foster students
- Number of students in group homes/outpatient facilities
- Number of English learner students

The schools with over 40% free and reduced lunch include Ray Bjork, Bryant, Central, Broadwater, Rossiter, Warren, Smith, Broadwater, HMS, HHS, and Pal. Although schools with

over 40% of their population considered low income qualify for additional services, students District wide can benefit from the Title funding based on their status. In conclusion of the presentation, Mrs. Hess reviewed Federal Programming with the Board of Trustees. Ms. Hess proceeded to answer any questions the Trustees had about Title and Federal programming in the Helena School District.

## 2. Spring Student Achievement Data

Mrs. Joslyn Davidson, Curriculum Administrator, reviewed the Spring Student Achievement Data with the Board of Trustees. Ms. Davidson reviewed the Curriculum, Instruction, and Assessment Department and the HPS Continuous Improvement Cycle with the Trustees. The HPS Continuous Improvement Cycle consists of student data, an action plan with goals, instructional framework, and instructional rounds. Questions that are asked when participating in the Continuous Improvement Cycle are: *1. What is it we want all students to know and be able to do? 2. How will we know if they learn it? 3. How will we respond when some students do not learn? 4. How will we extend the learning for students who are already proficient?*

Ms. Hess reviewed criterion-referenced assessments versus norm-referenced assessments. Norm-referenced assessments (i.e., CogAT): provide information on how the performance of an individual compares with that of others, an individual's standing is compared with that of others, and percentile rank (bell curve) is obtained to determine the relative standing in a norm group. Criterion-referenced assessments (i.e., iReady, SBAC, ACT, Acadience): provide information on how the individual performed on some standard of objective, allow users to interpret what an individual can do without the performance of others, and is designed to measure the result of instruction. Ms. Hess discussed that students are scored according to their own individual performance on individual standards, and we can use the results to determine gaps in instructional programming and through the CIC continue to improve upon instructional programming so that students have a better opportunity to learn standards and built upon skills.

Ms. Hess reviewed the dates when students took the ACT, the Multi-State Alt/Alt Montana Science, Smarter Balance and Montana Science, and iReady assessments and what the completion rates were. Ms. Hess reviewed the Grades K-1 Acadience Reading and iReady Reading Grades 2-5 results with the Board of Trustees. The Trustees then reviewed the data for the iReady Grades 1-5 Norms and National Placement Distribution Comparison in Reading. Next, Ms. Hess and Ms. Davidson discussed the 2022 SBAC Grades 3-5 ELA data, and the SBAC Grades 3-5 ELA Longitudinal Trend Data. The committee then reviewed and discussed the iReady Math scores for Grades 1-5, and the iReady Grades 1-5 National Norms and National Placement Distribution Comparison in Math. Ms. Hess next reviewed and discussed with the committee the 2022 SBAC data for Grades 3-5 Math, and SBAC Grades 3-5 Math Longitudinal Trend Data.

Ms. Hess moved on to review the Grades 6-8 Spring Assessments data. Ms. Hess and Ms. Davidson reviewed and discussed with the committee the data for iReady Reading Grades for 6-8, SBAC 6-8 ELA for Spring of 2022, and iReady Grades 6-8 National Norms and National Placement Distribution Comparison in Reading. The Trustees reviewed and discussed the SBAC results for Grades 6-8 ELA Longitudinal Trend Data, iReady scores for Math Grades 6-8, iReady Grades 6-8 National Norms and National Placement Distribution Comparison in Math, SBAC

results for 6-8 Math for Spring of 2022, SBAC results for Grades 6-8 Longitudinal Trend Data, and iReady data for Grades 1-8 National Norms and National Placement Distribution Comparison.

The Board of Trustees moved on to review the Grades 9-11 Spring Assessments data. Ms. Hess began by reviewing the iReady data for Reading Grades 9-10 and the iReady data for Math Grades 9-10. The Trustees reviewed the Spring 2022 ACT% Meeting Benchmark and the ACT Trends % Meeting Benchmark. Ms. Hess proceeded to answer any questions the Trustees had about the Spring Student Achievement Data for the Helena School District.

That concluded Presentations. The Board of Trustees moved on to listen to the Superintendent Report given by Superintendent Rex Weltz.

## **VI. SUPERINTENDENT'S REPORT**

Superintendent Rex Weltz began his Superintendent Report with Recognition and discussed the following topics:

- Congratulations to our 2022 graduates
- Flag Day
- Memorial Day- We would like to honor and thank our U.S. military personnel who have died while serving in the United States armed forces
- Principal Tia Wilkins and the staff at Warren Elementary School-Board Work Session
- Central Office Site Visit To Central-Thanks to Principal Nick Radley and Staff
- Central Office Site Visit To Bryant-Thanks to Principal Trish Klock and Staff
- Congratulations to our amazing retirees
- Congratulations to Capital High's educator Eric Croft who was selected as 105.3 KMTX May Teacher of the Month
- Congratulations to HEA Educator of the Year Chelsey Davis, Librarian at Four Georgians Elementary
- Congratulations to HEA Para Educator of the Year Ben Racicot, Para Educator at Jim Darcy
- Congratulations to Ms. Herbolich's fourth grade class at Rossiter Elementary, which took up their teacher's challenge to read 1 million words each this school year and had an elegant Millionaire Luncheon
- Congratulations to Helena High welding teachers Cindy Galbavy and Jake Spearson and their students on hosting their 17th Annual Metal Sculpting Show
- Congratulations to the Helena High Green Group under the leadership of Jill VanAlstyne for winning their 4<sup>th</sup> SMART Schools Award. They are the recipients of \$2,000 which will go towards assisting other schools in securing their solar panel grants
- Congratulations to the Capital High Green Club under the leadership of Sarah Urban for winning the 2022 SMART Schools Award. They are the recipients of \$2,000 which will go towards next year's CHS sustainability projects including greenhouse projects, upcycling, and composting

- Congratulations to our high school band, choir, and orchestra students who performed in the State Musical Festival that was hosted at Helena High. Many students received superior and excellent ratings in many different performance categories and groups
- Tom Kain and his Welding 1 students made benches for Mount Helena
- Thanks to the Helena High Science Seminar and AP Environmental studies classes for volunteering their time at the Helena Food Share. They built 400+ emergency food packs for families
- Congratulations to Helena High’s Brooklyn Anderson who was awarded the JMG Chairman’s Recognition Award for April
- Congratulations to Coach Zentz, his staff, and the Helena High School Girls Track and Field team as they captured the 2022 State Championship in Butte

Superintendent Weltz moved on to discuss New Business in his report including:

- Facilities Director – Hire
- Assistant Principals – HHS & CRA
- Continuation of Lead Testing
- Safety Security Audit
- Bond Money Spend Down
- Professional Development – Monday/Tuesday/Wednesday
- Planning Grant for Mental Health Services
- Retreat Planning
- Human Resource Director Hiring Update
- AA Superintendent/Assistant Superintendent Summit

Superintendent Weltz concluded his Superintendent Report by discussing his various outreach and meetings in the community including HEA, HEF, Kiwanis, Parent Advisory, and Teacher Advisory Council.

That concluded the Superintendent Report portion of the agenda. The Trustees moved on to General Public Comment.

## **VII. GENERAL PUBLIC COMMENT**

Board Chair Siobhan Hathhorn commented. “We will now move on to 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 discussion during general public comment. So, as we discussed before, we'll go ahead and start with people who are here with us in person who would like to give public comment.

Mrs. Kalli Kind is a parent of children in the Helena Public School District. Mrs. Kind discussed safety and security upgrades that were implemented at the Helena Public schools as a result of the 2017 elementary school bond. As the former Facilities Director for the Helena School District, Ms. Kind believes that there are safety and security requirements associated with the bond that still need to be

completed. Ms. Kind discussed that it is critical that we secure the buildings and lock exterior doors, and make sure that all District staff are trained on safety and security protocols.

Mrs. Shani Henry is a local parent and the wife of an educator. Mrs. Beckie Squires was in attendance with Mrs. Henry. Mrs. Henry and Mrs. Squires are volunteers with Everytown For Gun Safety, and would like to know what the school District has in the works for addressing school safety overall. They also discussed a program called Be SMART that is non-political, recognized by the National PTO Association, and educates families on the importance of securing and storing firearms to keep them out of the reach of children and troubled teens. Mrs. Henry said they are willing to offer this program to the Helena School District and would love to discuss this further.

That concluded the General Public Comment portion of the agenda. The Board of Trustees moved on to discuss New Business-Items for Information.

## VIII. NEW BUSINESS

### A. Consent Action Items

1. 05.10.22 Board Meeting Minutes
2. Personnel Actions
3. Warrants
4. Out-Of-District Attendance Agreements (Non-Resident Students Attending HPS)
5. Out-Of-District Attendance Agreements (Helena Students Attending Other Districts)
6. Resolution to Dispose of Personal Property-Technology Equipment

Board Chair Siobhan Hathhorn commented. "At this point I would entertain a motion to approve our Consent Action Items."

**Motion:** Trustee Luke Muszkiewicz moved to approve the Consent Action Items. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

That concluded Consent Action Items. The Board of Trustees moved on to review Items for Action.

### B. Items for Action

1. Health Benefit Committee Premium Recommendation for Plan Year 2022-2023

Mr. Rich Franco, Human Resource Benefits Manager, discussed the Health Benefit Committee Premium Recommendation for Plan Year 2022-2023 with the Board of Trustees and Superintendent Weltz. The Premium Recommendation from the Health Benefit Committee is a 15 % increase for next year. Mr. France discussed the trend (inflation) numbers received from Allegiance and Alliant, the projected losses for next year, unreserve data and historical data. To

break even for the following year there would need to be around a 20.48% premium increase. With the 20.48% increase needed, the Health Benefit Committee voted to do a 15% Premium increase and absorb the \$586,000 loss to our unreserves. The Committee has also implemented a program that is projected to save our health plan about \$200,000+ for the next plan year to help reduce costs. The committee also knows that there will most likely be no benefit dollar increase in the 2023-2024 and 2024-2025 plan years due to the benefit dollar increase this year. With that said, the committee is looking at other feasible options for the next plan year to reduce costs such as possible plan restructure and other programs. Mrs. Janelle Mickelson informed the Trustees that a 15% increase to the single premium is a 1.2 million dollar hit to the general fund. Mr. Franco concluded by answering any questions the Trustees had about the Premium Recommendation for next year. The Trustees discussed that this is a top budget priority for the District going into the next year.

Board Chair Siobhan Hathhorn commented. "I would entertain a motion to approve the Health Benefit Committee Premium Recommendation for Plan Year 2022-2023."

**Motion:** Trustee Luke Muszkiewicz moved to approve the Health Benefit Committee Premium Recommendation for Plan Year 2022-2023 as presented. Trustee Kay Satre seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

## 2. Implementation of Quantify Health

Mr. Rich Franco discussed the implementation of Quantify Health with the Board of Trustees and Superintendent Wertz. The Health Benefit Committee voted to implement Quantify Health. One of the biggest drivers of healthcare costs are high-cost claims over \$100,000. Quantify Health is a company that goes through these large claims and targets any incorrect billing. Unfortunately, many times the plan is billed for usage of items that were not used, or incorrect quantities. Sometimes there are even services that are charged that were not used. Quantify Health makes sure to correct these charges, so the plan is not overbilled. In the last year, our health plan spent over \$1.9 million dollars on high-cost claims. Quantify Health estimates that \$306,032 were overcharges that they could have saved the health plan. The cost to implement Quantify Health is 30% of the savings they give us, but not to exceed \$79,000. This means that the District's health plan would have netted a \$227,032 savings at a minimum. If Quantify Health could not save us any money, then they would receive \$0. This was an easy choice for the Health Benefit Committee to approve to help contain the rapid rising costs of health insurance. Mr. Franco concluded by answering any questions the Trustees had about the Implementation of Quantify Health.

Board Chair Siobhan Hathhorn commented. "At this point I would entertain a motion to approve the Implementation of Quantify Health."

**Motion:** Trustee Jennifer McKee moved to approve the Implementation of Quantify Health. Trustee Terry Beaver seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries.

3. Change in Benefits of Chiropractic Services

Mr. Rich Franco discussed the Change in Benefits of Chiropractic Services with the Board of Trustees and Superintendent Weltz. For current office chiropractic visits the plan pays \$25 and members pay the rest with a max of 35 visits. The change in office visit benefits for 10/1/2022 states the plan pays up to \$50 and members have a \$25 co-pay with a max of 25 visits, and anything above \$75 is member balance billings. The additional cost to the District will be \$14,000 at most. Mr. Franco concluded by answering any questions the Trustees had about the change in benefits of chiropractic services.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion to approve the Change in Benefits of Chiropractic Services.

**Motion:** Trustee Kay Satre moved to approve the Change in Benefits of Chiropractic Services. Trustee Jennifer McKee seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

4. HPS – MFPE Secretaries Collective Bargaining Agreement

Superintendent Rex Weltz reviewed the HPS-MFPE Secretaries Collective Bargaining Agreement with the Board of Trustees and discussed that HPS and MFPE reached an agreement of a 2.5% increase, and the cost of this increase would be an estimated \$100,221.

Board Chair Siobhan Hathhorn commented. “At this point I would entertain a motion regarding this recommendation.”

**Motion:** Trustee Luke Muszkiewicz moved to approve the HPS – MFPE Secretaries Collective Bargaining Agreement. Trustee Jennifer McKee seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

5. Elementary Retirement Fund Budget Amendment Resolution

Mrs. Janelle Mickelson, Business Manager and District Clerk, discussed the Elementary Retirement Fund Budget Amendment Resolution with the Board of Trustees and Superintendent Weltz. At the Board meeting last week, the Board of Trustees proclaimed the need for an amendment to the Elementary Retirement Budget as a result of unforeseen increases in salaries. The employer payroll costs were increased by an amount that our Elementary Retirement Fund Budget could not sustain and so now the Board of Trustees proclaim the need for a \$400,000 amendment to that budget, and the funding source will be operating reserves. Public notice has been provided and the Superintendent is recommending that you pass this official resolution to

adopt a budget amendment to the Elementary Retirement Fund.

Board Chair Siobhan Hathhorn commented “At this point I would entertain a motion regarding this recommendation.”

**Motion:** Trustee Jennifer McKee moved to approve the Elementary Retirement Fund Budget Amendment Resolution. Trustee Janet Armstrong seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

#### 6. Administrative Pay Scale

Superintendent Weltz discussed that it has been a long time since the Administrative Pay Scale has been reviewed, and that going forward all pay scales should be reviewed annually. With the help of our legal counsel, we were able to gather data and perform a market analysis for our updated Administrative Pay Scale. Superintendent Weltz’s recommendation for the Board of Trustees is to approve the new Administrative Pay Scale.

Board Chair Siobhan Hathhorn reviewed the history of the administrative pay scale with the Board of Trustees and discussed that the Board worked with the District’s legal counsel, Kaleva Law Firm, to complete a current and comparative market analysis to bring the District’s administrative pay salaries back in line with other double A districts. A new salary Administrative Pay Scale was developed, while still honoring daily rates of pay. Board Chair Siobhan Hathhorn reviewed the new Administrative Pay Scale with the Board of Trustees and stressed the importance of keeping up with administrative salaries going forward.

Ms. Bea Kaleva, District Counsel with Kaleva Law Firm, discussed the process of completing a current market analysis along with reviewing daily rates of pay and number of days worked to come up with the updated Administrative Pay Scale that was more in line with other double A districts across the state. Ms. Kaleva stressed the importance that when there is a substantial change to a written employment contract or an increase in salary it needs to come before the Board.

Board Chair Siobhan Hathhorn commented. “At this point I would consider a motion regarding the Administrative Pay Scale.”

**Motion:** Trustee Luke Muszkiewicz moved to approve the Administrative Pay Scale. Trustee Janet Armstrong seconded the motion.

**Public Comment:** None.

**Vote:** 8-0 motion carries unanimously.

That concluded Items for Action. The Board of Trustees moved on to Items for Information.

### **C. Items For Information**

#### 1. Children's Internet Protection Act (CIPA) Compliance

Mr. Gary Myers, HSD Technology Administrator, reviewed the Children's Internet Protection Act with the Board of Trustees and Superintendent Weltz. The Children's Internet Protection Act is federal legislation that requires us to be in compliance as far what we allow our students and staff to access online. There are three components to that including having a safety policy in place, having a specific safety measure in place, and the third component is that we are required to inform the Board of those two policies and have a public record of having made that informational item at a public meeting. Mr. Myers discussed the safety policy and safety measure that is in place for the Helena Public School District.

#### 2. Elementary Safety and Security Bond Spend Down

Superintendent Rex Weltz discussed the Elementary Safety and Security Bond Spend Down with the Board of Trustees. Mr. Weltz discussed how much money was left to be spent, the timeline, and what the money needs to be spent on to maintain safety and security in the District. Our technicians from both facilities and technology went through the buildings with building Administrators to see what safety and security elements are still needed with the remaining bond money while following the bond language requirements.

That concluded Items for Information, and the Board of Trustees moved on to Reports.

### **D. REPORTS**

#### 1. Helena Education Association Report

Jane Shawn, President of the Helena Education Association gave the Helena Education Association Report and discussed that their two national affiliates will both have their conventions. They will be sending three delegates to the virtual NEA Representative Assembly, and there will be a Montana Night hosted in Butte. Two delegates will be sent to the American Federation of Teachers Convention in Boston in July. They will be working with double A presidents from around the state over the course of the summer.

#### 2. Budget & Finance Report

There was nothing to report because the Budget and Finance Committee will be meeting later in the month.

#### 3. Teaching & Learning Committee Report

Trustee Jennifer McKee gave the Teaching and Learning Committee Report. At the Teaching and Learning Committee meeting the committee listened to a Title and Federal Programming Presentation and viewed the Spring Student Achievement Data.

4. Policy Committee Report

There was nothing to report because the Policy Committee did not meet in June.

5. Facilities & Maintenance Committee Report

Trustee Luke Muszkiewicz gave the Facilities and Maintenance Committee Report. At the Facilities and Maintenance Committee meeting they discussed safety and security updates, the bond spend down, facilities master plan contract and timeline, and lead testing and mitigation update.

6. Health Benefits Committee Report

Trustee Kay Satre has not yet met with the Health Benefits Committee, therefore, there was nothing to report.

7. Wellness Committee Report

Principal Trish Klock, member of the Wellness Committee, gave the Wellness Committee Report. At the Wellness Committee meeting the Wellness Committee discussed what they accomplished this year, and their goals for next year. They wanted to increase students' activity over the summer, so the high schools sent their athletes to the elementary schools and brought a lot of excitement in getting kids active and in camps for the summer. Many local organizations offered to cover camps costs for families that cannot afford it. Ms. Klock also discussed the Walk With Ease program that encourages wellness for staff members.

8. Montana School Boards Association Report

Trustee Luke Muszkiewicz gave the Montana School Boards Association Report. The Montana Legislature Joint Education Interim Committee and Education Interim Budget Committee held a special meeting and they convened what they referred to as the Constitutional Players in Montana Public Education. That was the legislature, Office of Public Instruction, Board of Public Education, Board of Regents, Governor's Office, and the Montana School Boards Association. At the meeting they discussed various topics including what additional resources schools need to get to the next level in how we support and educate our students and how we can best utilize the flexibilities in existing law to do innovative and interesting things in our public schools. Last Friday, MTSBA held its annual meeting where they ratified their legislative platform. At that meeting Trustee Luke Muszkiewicz concluded his service as president on the MTSBA and is now past president.

That concluded the Reports portion of the agenda. The Board of Trustees moved on to discuss Upcoming Meetings.

## **VII. UPCOMING MEETINGS**

Board Chair Siobhan Hathhorn reviewed upcoming meetings with the Board of Trustees, including a Budget and Finance Committee meeting at the end of June, and a Board of Trustees Retreat in either July or August.

## **VIII. BOARD COMMENTS**

Trustee Luke Muszkiewicz commented how much he appreciated Superintendent Weltz's Superintendent Report. He also expressed his appreciation to administrators in the District and the central office administrators for the amazing job they did with graduations.

Superintendent Rex Weltz also expressed his appreciation for Mr. McKay, the high school administrators, the secretaries, and paras that helped made the graduations a success.

Trustee Jennifer McKee expressed her appreciation to the person who alerted the police about a threat in the community on May 30<sup>th</sup> and expressed her appreciation to the police forces that were involved.

That concluded Board Comments.

## **IX. ADJOURNMENT**

Board Chair adjourned the meeting at 10:07 p.m.

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Candice Delvaux, Recording Secretary      Date

**PERSONNEL ACTIONS**  
June 15, 2022 – July 15, 2022

**CERTIFICATED PERSONNEL**

**Appointments**

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Cech, Isaiah	08/29/2022	PAL/Social Studies-PE	\$ 43,695.75*
Gutekunst, Sarah	08/29/2022	Rossiter/Grade 5	\$56,526.70*
Back, Cami	08/29/2022	RBLC/ GT Instructional Coach .50 FTE	\$23,928.63*
Knight, Catherine	08/29/2022	RBLC/ HS Gifted & Talented .40 FTE	\$24,871.21*
Mitchell, Jessie	08/29/2022	RBLC/Instructional Coach .50 FTE	\$31,731.44*
Riehl, Theodore	08/29/2022	CHS/Industrial Arts	\$65,763.15
Peterson, Eric	07/01/2022	CRA/Assistant Principal	\$104,000.00
TeNyenhuis, Julie	07/01/2022	HHS/Assistant Principal	\$105,245.00

*\*Temporary Contract: Contract expires at the discretion of the District or 6/10/2023, whichever occurs first.*

**Terminations/Retirements**

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Mitchell, Jessie	07/01/2022	Smith/Instructional Coach	Resignation
Thomas, Samantha	06/23/2022	PAL/English-Homeless Liaison	Resignation

**Leaves**

<u>Name</u>	<u>Term</u>	<u>Location/Assignment</u>	<u>Type of Leave</u>
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**Change in Contract**

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

**CLASSIFIED PERSONNEL**

**Appointments**

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Salary</u>
Berry Brown, Shana	8/29/2022	Smith/Temporary Para Educator	\$15.95/hr.*
Cooper, Alisia	8/29/2022	RBLC/Temporary Para Educator	\$16.36/hr.*
Dodge-Obie, Dawn	8/29/2022	Four Georgians/Temporary Para Educator	\$16.25/hr.*
Ferguson, Shayla	8/29/2022	Kessler/Temporary Para Educator	\$15.14/hr.*
Hoving, Susan	8/29/2022	Kessler/Temporary Para Educator	\$16.36/hr.*
Klein, Kristie	8/29/2022	Hawthorne/Temporary Para Educator	\$14.52/hr.*
Makowski, Jessica	8/29/2022	Central/Temporary Para Educator	\$16.66/hr.*
McPhetridge, Hope	8/29/2022	Central/Temporary Para Educator	\$15.44/hr.*
Mondejar, Jennifer	8/29/2022	Jefferson/Temporary Para Educator	\$16.06/hr.*

Muszkiewicz, Hannah	8/29/2022	Hawthorne/Temporary Para Educator	\$14.22/hr.*
Onder, Patricia	8/29/2022	Central/Temporary Para Educator	\$15.65/hr.*
Ruddell, Danette	8/29/2022	HHS/Temporary Para Educator	\$15.14/hr.*
Starkel, Tara	8/29/2022	Central/Temporary Para Educator	\$14.82/hr.*
Stein, Tiffany	8/29/2022	Bryant/Temporary Para Educator	\$15.24/hr.*
Stopher, Terra	8/29/2022	Jim Darcy/Temporary Para Educator	\$16.25/hr.*
Tommerup, Kelsey	8/29/2022	Jefferson/Temporary Para Educator	\$16.36/hr.*
Wagenman, Danielle	8/29/2022	Bryant/Temporary Para Educator	\$15.95/hr.*

*\*Temporary Assignment*

**Terminations/Retirements**

<u>Name</u>	<u>Effective</u>	<u>Location/Assignment</u>	<u>Reason</u>
Champoux, Laura	07/08/2022	Facilities/Administrative Secretary	Resignation

**Leaves**

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

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

**Discretionary:**

Grade	Address	District of Attendance
4	Helena, MT 59601	Anaconda Elementary
4	Helena, MT 59601	Anaconda Elementary
6	Helena, MT 59601	Anaconda Elementary
8	Helena, MT 59601	Boulder Elementary
10	Helena, MT 59601	Great Falls High School
10	Helena, MT 59601	Anaconda High School
12	Helena, MT 59602	Jefferson High School

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

Grade	Cascade Public Schools	Clancy Elementary	Jefferson High School	Great Falls High School	Anaconda Elementary	Anaconda High School	Boulder Elementary	Total
K		2						2
1		4						4
2		5						5
3		5						5
4		5			2			7
5		4						4
6		4			1			5
7		5						5
8	5	2					1	8
9	2		11					13
10			1	1		1		3
11	3		7	3				13
12			7					7
	10	36	26	4	3	1	1	81

## MTSBA Connect

2022 MTSBA Membership Electronic Ballot

Jun 18, 2022 10:33 AM

[Debra Silk](#)

**Please submit your District's 2022 MTSBA Annual Meeting electronic ballot by clicking on the link provided in the message below. Thank you.**

**2022 Ballot  
Montana School Boards Association**

To: MTSBA Member District Board Chairs  
From: Lance Melton, MTSBA Executive Director  
Re: Electronic Vote on Association Business  
Date: June 18, 2022

The Annual Meeting (held in a hybrid format on June 9, 2022) is typically where the membership votes on the items that require a vote of the membership. Although we had great participation and discussion during this year's Annual Meeting and near unanimity of informal support on all items to be voted on by the membership, we did not meet the quorum requirements to conduct business of the Association.

The MTSBA Bylaws provide an alternative process for conducting voting on Association issues (other than at membership meetings) as follows:

*ARTICLE III, SECTION 7. VOTING BETWEEN MEETINGS OF MEMBERS. Voting at times other than at annual or special meetings shall be on ballots distributed by the Executive Director as authorized by the Board of Directors. Such ballots shall contain a full explanation of the question presented, shall indicate the number of votes to be cast by the member school district, shall instruct the manner in which the ballot is to be marked and shall be mailed to the chairperson of each member school board by the Executive Director at least thirty (30) days in advance of the deadline for returning the marked ballots. All ballots cast must be signed by the chairperson of the member school board and shall be tallied by the Executive Director. The results of the balloting shall be provided to the membership via mail and/or electronic means.*

*ARTICLE XII – CONDUCTING BUSINESS THROUGH ELECTRONIC MEANS. The Association may conduct any business via technology and/or other electronic means. Therefore, any reference in these Bylaws to written notice, mailings, signatures, distribution of information, conducting meetings or otherwise conducting any business of the Association shall be construed to specifically authorize such conduct in whole or in part through technological means. Such authority shall include but shall not be construed as being limited to: video and conference calls, electronic ballots, electronic meetings, and elections.*

You can review the Annual Meeting booklet [by clicking this link](#). The Annual Meeting Booklet is also attached as a pdf.

The issues that require the MTSBA membership vote at this time are as follows:

1. **Review and Ratification of the K-12 Vision Project Strategic Plan** (Updated March 2022) - *Starting on Page 15 of the Annual Meeting Booklet*
2. **Reaffirm MTSBA Principles and Guidelines** (no amendments proposed) - *Starting on Page 30 of the Annual Meeting Booklet*
  - Reaffirmed by the Delegate Assembly - Approved 100%
3. **Reaffirm The Foundational Elements of MTSBA's Organizational DNA** (no amendments proposed) - *Starting on Page 39 of the Annual Meeting Booklet*
  - Reaffirmed by the Delegate Assembly - Approved 100%
4. **MTSBA Resolutions Approved by MTSBA Delegate Assembly**
  1. **Resolution 1: Gap Analysis** - *Starting on Page 48 of the Annual Meeting Booklet*
    - Originally submitted by MTSBA Board of Directors
    - Resolution approved by the Delegate Assembly with an action designation - Approved 100%
    - **Technical amendment** proposed as a seconded motion of the MTSBA Board of Directors to add constitutional references inadvertently left off the Delegate Assembly's agenda - *Page 54 of the Annual Meeting Booklet*
  2. **Resolution 2: Create University Reimbursement Fund to Support Required College Credits to Certify Dual Enrollment Instructors** - *Starting on Page 55 of the Annual Meeting Booklet*
    - Originally submitted by Billings Public Schools
    - Resolution approved by the Delegate Assembly with an action designation -

Approved 69% - 31%

3. **Resolution 3: BASE Aid Funding to Establish Synchronous Distance Learning Networks** - *Starting on Page 58 of the Annual Meeting Booklet*
  - Originally submitted by Billings Public Schools
  - Resolution approved by the Delegate Assembly with an action designation - Approved 86% - 14%
4. **Resolution 4: Reduce Individual Maximum Limit for Innovative Educational Program Tax Credit (HB 279), Amend Definition, and Implement Lottery Process** - *Starting on Page 64 of the Annual Meeting Booklet*
  - Originally submitted by Columbia Falls Public Schools, Kalispell Public Schools, West Valley Elementary, and Whitefish Public Schools
  - Resolution approved by the Delegate Assembly with an action designation – Approved 70% - 30%
5. **Election of Officers of the Corporation** - *Starting on Page 67 of the Annual Meeting Booklet*
  1. **President-Elect Nominee** (Tom Billteen, Butte Municipal Director and Trustee)
    - Unanimously nominated by the MTSBA Board of Directors
  2. **Vice President Nominee** (Sue Corrigan, Kalispell Municipal Director and Trustee)
    - Unanimously nominated by the MTSBA Board of Directors
6. **Amendment to the MTSBA Bylaws** (Seconded Motion by the MTSBA Board of Directors) - *Starting on Page 69 of the Annual Meeting Booklet*

The following is a live link for your Board of Trustees to cast its vote on these items:

[www.surveymonkey.com/r/...](http://www.surveymonkey.com/r/...)

We have also included a pdf of the electronic ballot so you can download it and/or print it off and review prior to filling it out and submitting the electronic ballot.

Below are the instructions for submitting your Board's vote on these issues:

#### **INSTRUCTIONS FOR VOTING ON PENDING ASSOCIATION MATTERS:**

1. Your Board should place these issues on your June or July meeting agenda(s), discuss the items referenced above and vote collectively on these issues.
2. Your Board Chair (or the Clerk of the District on the Board's behalf) must click on the link provided and fill out the ballot consistent with the Board Chair's directive. In that regard, you will need to provide:
  1. The NAME of your school district. *Note: DO NOT submit your district's Number;*
  2. The NAME of the individual submitting the ballot on the district's behalf. *NOTE: The individual submitting the electronic ballot on behalf of your District has to either be: (1) your Board Chair, or (2) your District Clerk on behalf of your Board Chair;*
3. Fill out the electronic vote according to the position of your Board on each issue;
  - Insert the Board Chair's name. By doing so, this constitutes and has the legal impact of your Board Chair's legal signature; and
  - Submit your District's ballot.
4. Your district's electronic ballot needs to be submitted no later than **5:00 p.m., on**

**Friday, July 22, 2022.** The link will be closed at that time.

5. MTSBA will tabulate the electronic ballots submitted in accordance with the weighted votes of each district and inform the membership of the results of this vote on Connect2MTSBA.

Thank you!

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Debra Silk  
Assoc Exec Dir & General Counsel  
Montana School Boards Association  
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**HELENA SCHOOL DISTRICT**  
**Board of Trustees Summer Retreat**

**Meeting Date:** 07/15/2022

**Items IV.B.1**

General Public Comment

Consent Action Items

Items For Action

Items For Information

**Item Title:**      **Items For Action**  
1. SMA Facilities Master Plan Contract

Board Action	1st Motion	Second	Aye	Nay	Other
Muszkiewicz					
Hathorn					
Beaver					
Satre					
McKee					
Fitzpatrick					
Walsh					
Armstrong					

# Board of Trustees Work Session

SMA Facilities Master Plan Contract



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## IV. NEW BUSINESS

### A. Item for Action

1. SMA Facilities Master Plan Contract

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### Superintendent Recommendation:

Approve the SMA Facilities Master Plan Contract.

 **AIA<sup>®</sup> Document B105<sup>™</sup> – 2017****Standard Short Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the First day of July in the year Two thousand twenty-two  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Helena Public Schools  
1325 Poplar St.  
Helena, MT 59601-0939

and the Architect:  
*(Name, legal status, address and other information)*

SMA Architecture and Design P.C.  
920 Front Street  
Suite 101  
Helena, MT 59601

for the following Project:  
*(Name, location and detailed description)*

Helena School District Facilities Master Plan  
1325 Poplar St.  
Helena, MT 59601-

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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**User Notes:**

(1380993123)

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with, and limited to, the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

NAC Architecture  
Architectural Consultant  
2025 1<sup>st</sup> Ave  
Suite 300  
Seattle, WA 98121-3131

Based on the approved Project requirements, the Architect shall develop a plan and recommendations, which shall be set forth in a comprehensive report, drawings and other documents appropriate for the Project.. These services are defined within Exhibit 02: 2022-06-16 Helena School District Gantt Schedule Fee Alternatives – Revised\_FINAL.

The Architect agrees that it shall secure and maintain in full force and effect all forms of insurance coverage required by law in the State of Montana, including but not limited to professional liability, automobile liability (including hired/non-owned) coverage, workers compensation coverage, and general commercial liability. The Architect shall ensure that all of its consultants/subconsultants carry and maintain such coverage as well. The Architect and its consultants/subconsultants shall submit proof of such insurance to the Owner no later than the submittal of its first invoice under this Agreement to the Owner and at any time thereafter when a material change in coverage, carriers, or underwriters occurs. The maintenance in full current force and effect of the insurance coverage called for above shall be a condition precedent to the Owner's obligation to pay for services under this Agreement.

The Architect agrees that it shall secure and maintain in full force Professional Liability Errors and Omissions Insurance including contractual liability coverage with limits of not less than \$1,000,000 per claim and not less than \$2,000,000 in the aggregate. The Architect shall maintain this coverage in effect during the term of this Agreement and for two years after its services under this Agreement end. Upon Owner's request, Architect shall give prompt written notice to Owner of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement.

The Architect agrees to secure and maintain Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all Montana requirements.

The Architect agrees to secure and maintain Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Owner shall be named as an additional insured on this policy.

The Architect agrees to secure and maintain a broad form Commercial General Liability Insurance Policy with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability. The Owner shall be named as an additional insured on this policy.

All policies shall be in full force and effect and shall provide coverage for any errors and omissions of said consultant occurring during the term of this agreement. Policies required herein shall not be canceled or reduced without thirty (30) days' prior to written notice to the Owner. These policies shall remain in effect for two years after the services under this Agreement end.

With respect to any insurance policy which is a "claims made" policy, in the event at any time any such policy is cancelled or nonrenewed, the Architect shall provide a substitute policy with terms and conditions and in amounts which comply with the terms of this Agreement and which provide for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims

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made" policy. The substitute policy or alternate form of coverage may consist of tail coverage, an extended reporting period or some other form of coverage, so long as it operates to provide the requisite level of coverage retroactive to the date of commencement of work under this agreement with respect to all "claims made" policies that are renewed, the Architect shall provide coverage retroactive to the date of commencement of work under this agreement. All substitute or renewed "claims made" policies shall be maintained in full force and effect for two years from the services under this Agreement end.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to reasonably rely on the accuracy and completeness of the Owner's information except to the extent the Architect knows of any inaccuracy. The Architect shall provide prompt written notice to the Owner if the Architect observes or otherwise becomes aware of any fault or defect in the information supplied by the Owner. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall give prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the project. The Owner's failure or omission to give such notice shall not relieve the Architect of its responsibilities under this Agreement and the Owner shall have no duty of observation, inspection, or investigation. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Architect's responsibilities hereunder and with respect to such documents.

## **ARTICLE 3 USE OF DOCUMENTS**

Drawings, and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to analysis of the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner an irrevocable license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect except to the extent such claims arise out of the negligence or intentional conduct of the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement, including but not limited to the Owner's failure to make payment. In the event of a termination not the fault of the Architect, the Architect shall be compensated for actual services performed prior to termination. The Owner shall not have any obligation to pay or reimburse Architect for lost profits and/or unabsorbed overhead or any other consequential or incidental damages. If the Project is suspended for more than six months, and then resumed, Architect shall be compensated for reasonable costs of re-familiarizing itself with the Project. In the event of suspension or termination for convenience, upon request of Owner and payment of all fees due in accordance with this Agreement, Architect shall promptly provide Owner with reproducible drawings and all other documents completed or in progress on the date of termination, including but not limited to those documents electronically stored.

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Venue for any mediation, suit, action, or claim to interpret or enforce the terms of this Agreement shall be the First Judicial District Court of the State of Montana, Lewis and Clark County, Montana. The prevailing party in any action shall be entitled to recover their costs and attorney’s fees from the other party, in addition to any other damages awarded.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at District Facilities/Property. Notwithstanding the foregoing, the Architect shall promptly notify the Owner in the event it discovers any hazardous materials or toxic substances in any form at District Facilities/Property. The Architect agrees that its services shall not incorporate or specify the use of any hazardous materials or toxic substances in such manner as would violate the requirements of existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the site, the project or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner..

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

Two hundred thousand dollars (\$200,000.00)

The Owner shall pay the Architect an initial payment of zero ( \$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of ten percent ( 10.0 % ) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

Promptly upon receipt, Owner shall review Architect’s Application for Payment. If Owner disputes in good faith all or any portion of any statement, Owner shall notify Architect within twenty-one (21) days of receipt of the disputed statement. Such notification shall clearly indicate that portion of the statement which Owner disputes or for which Owner claims a setoff and shall include a reasonably detailed explanation of the reasons for disputing such portion or for the setoff respectively. Any statement or portion of a statement not disputed by Owner in the manner and within the time period set forth above shall be paid by Owner within thirty days of receipt; provided, that such payment shall not act as Owner’s waiver of any claims that may be asserted against Architect for the performance of defective or deficient services. Owner shall not be required to make payment to Architect on account of any amount disputed in good faith by Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Architect under this Agreement until the matter is so resolved by the parties. If the resolution of the matter indicates that Architect is entitled to be paid all or any portion of such disputed amount, then such amount to be paid to Architect shall be due and payable within ten days after resolution of the matter.

At the request of and with the prior consent of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved master plan ;; and the extension of the Architect’s Article 1 services beyond fifteen ( 15 ) months of the date of this Agreement through no fault of the Architect.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

The Architect warrants that it has not employed or retained any company or person, other than a bona fide full-time employee, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide full-time employee, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. Upon the breach or violation of this prohibition, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

To the extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its students, agents, trustees, and employees against claims, demands, liabilities, suits, damages, or actions, including all reasonable expenses and attorneys' fees, but only to the extent caused by unlawful, willful, fraudulent, or negligent acts, errors, or omissions of the Architect, or anyone for whom the Architect is legally responsible, in the performance of this Agreement. The Architect and/or the Architect's consultants shall correct, without expense to the Owner, any such errors, omissions, and/or conflicts in the plans and specifications prepared by the Architect or the Architect's consultants, provided that any such errors, omissions, and/or conflicts in the plans and specifications prepared by the Architect are not a consequence of incorrect information by the Owner according to Article 2.

The Architect shall indemnify and hold harmless the Owner, its students, agents, trustees, and employees against claims, demands, liabilities, suits, damages, or actions, including all reasonable expenses and attorneys' fees, in the event a claim or lien is asserted by one of Architect's consultants/subconsultants for non-payment by Architect to that consultant after Owner has made payment to Architect on account of the consultant's work.

The Architect agrees to remedy any defect resulting from any of its unlawful, willful, fraudulent, or negligent acts, errors, or omissions arising from its services under this Agreement, and has the first right to remedy any such defect at no additional charge to the Owner. In the event the defect is not remedied by the Architect, or in the event that the Architect does not elect to exercise that right, the Owner may have such defect remedied by a competent third party, and the expense of such remedy shall be the responsibility of the Architect.

Any actions against the Architect by the Owner brought to recover damages, including but not limited to damage to the work and the project itself for any failures or defects therein, caused by the design, planning, or any other work relating to the services performed herein shall be brought within the time period set forth in MCA § 27-2-208. The parties further agree to waive against each other claims for consequential damages.

In the event of any controversy between Owner and Architect under this Agreement, including but not limited to, whether or not any services Owner expects Architect to perform are within the scope of the Architect's services or any dispute as to whether or not Architect is entitled to additional compensation for any service requested, Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute. Owner agrees to pay Architect in accordance with this Agreement for all services rendered by Architect which are not the subject of the Controversy.

The Architect agrees to abide by all District policies, including but not limited to those policies pertaining to harassment and discrimination, the use and possession of tobacco/vapor products, illegal drugs, and alcohol on school property and the possession of weapons on school property.

The Owner and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of either party to insist on strict performance of any agreement, term, condition, or covenant herein set forth, shall not constitute or be construed as a waiver of the rights of either or the other thereafter to enforce any other default of such agreements term, condition, or covenant; neither shall such failure

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to insist upon strict performance be deemed sufficient grounds to enable either party to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of this Agreement.

If in any instance any provision hereof shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

This Agreement, including all referenced exhibits, represents the entire and integrated agreement between the Owner and Architect relating to the subject matter of this Agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**EXHIBITS**

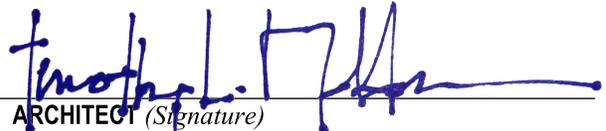
Exhibit 01: SMA Architecture and Design Hourly Rates 2022

Exhibit 02: 2022-06-16 Helena School District Gantt Schedule Fee Alternatives – Revised\_FINAL

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Rex Weltz Superintendent  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Timothy L. Meldrum Principal, Sec/Treas  
*(Printed name, title, and license number, if required)*

# **Additions and Deletions Report for** **AIA® Document B105™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 22:01:55 ET on 07/12/2022.

## **PAGE 1**

**AGREEMENT** made as of the First day of July in the year Two thousand twenty-two

...

Helena Public Schools  
1325 Poplar St.  
Helena, MT 59601-0939

...

SMA Architecture and Design P.C.  
920 Front Street  
Suite 101  
Helena, MT 59601

...

Helena School District Facilities Master Plan  
1325 Poplar St.  
Helena, MT 59601-

## **PAGE 2**

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent ~~with~~ with, and limited to, the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

NAC Architecture  
Architectural Consultant  
2025 1<sup>st</sup> Ave  
Suite 300  
Seattle, WA 98121-3131

~~During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, plan and recommendations, which shall be set forth in a comprehensive report, drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for~~

~~construction~~ Project. These services are defined within Exhibit 02: 2022-06-16 Helena School District Gantt Schedule Fee Alternatives – Revised FINAL.

The Architect agrees that it shall secure and maintain in full force and effect all forms of insurance coverage required by law in the State of Montana, including but not limited to professional liability, automobile liability (including hired/non-owned) coverage, workers compensation coverage, and general commercial liability. The Architect shall ensure that all of its consultants/subconsultants carry and maintain such coverage as well. The Architect and its consultants/subconsultants shall submit proof of such insurance to the Owner no later than the submittal of its first invoice under this Agreement to the Owner and at any time thereafter when a material change in coverage, carriers, or underwriters occurs. The maintenance in full current force and effect of the insurance coverage called for above shall be a condition precedent to the Owner's obligation to pay for services under this Agreement.

The Architect agrees that it shall secure and maintain in full force Professional Liability Errors and Omissions Insurance including contractual liability coverage with limits of not less than \$1,000,000 per claim and not less than \$2,000,000 in the aggregate. The Architect shall maintain this coverage in effect during the term of this Agreement and for two years after its services under this Agreement end. Upon Owner's request, Architect shall give prompt written notice to Owner of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement.

The Architect agrees to secure and maintain Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all Montana requirements.

The Architect agrees to secure and maintain Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Owner shall be named as an additional insured on this policy.

The Architect agrees to secure and maintain a broad form Commercial General Liability Insurance Policy with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability. The Owner shall be named as an additional insured on this policy.

All policies shall be in full force and effect and shall provide coverage for any errors and omissions of said consultant occurring during the term of this agreement. Policies required herein shall not be canceled or reduced without thirty (30) days' prior to written notice to the Owner. These policies shall remain in effect for two years after the services under this Agreement end.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement. With respect to any insurance policy which is a "claims made" policy, in the event at any time any such policy is cancelled or nonrenewed, the Architect shall provide a substitute policy with terms and conditions and in amounts which comply with the terms of this Agreement and which provide for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy. The substitute policy or alternate form of coverage may consist of tail coverage, an extended reporting period or some other form of coverage, so long as it operates to provide the requisite level of coverage retroactive to the date of commencement of work under this agreement with respect to all "claims made" policies that are renewed, the Architect shall provide coverage retroactive to the date of commencement of work under this agreement. All substitute or renewed "claims made" policies shall be maintained in full force and effect for two years from the services under this Agreement end.

**PAGE 3**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to reasonably rely on the accuracy and completeness of the Owner's

~~information-~~ information except to the extent the Architect knows of any inaccuracy. The Architect shall provide prompt written notice to the Owner if the Architect observes or otherwise becomes aware of any fault or defect in the information supplied by the Owner. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information-give prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the project. The Owner's failure or omission to give such notice shall not relieve the Architect of its responsibilities under this Agreement and the Owner shall have no duty of observation, inspection, or investigation. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Architect's responsibilities hereunder and with respect to such documents.

...

Drawings, ~~specifications~~ and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to ~~constructing~~ analysis of the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a-an irrevocable license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect except to the extent such claims arise out of the negligence or intentional conduct of the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

...

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this ~~Agreement-~~ Agreement, including but not limited to the Owner's failure to make payment. In the event of a termination not the fault of the Architect, the Architect shall be compensated for actual services performed prior to termination. The Owner shall not have any obligation to pay or reimburse Architect for lost profits and/or unabsorbed overhead or any other consequential or incidental damages. If the Project is suspended for more than six months, and then resumed, Architect shall be compensated for reasonable costs of re-familiarizing itself with the Project. In the event of suspension or termination for convenience, upon request of Owner and payment of all fees due in accordance with this Agreement, Architect shall promptly provide Owner with reproducible drawings and all other documents completed or in progress on the date of termination, including but not limited to those documents electronically stored.

#### PAGE 4

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Venue for any mediation, suit, action, or claim to interpret or enforce the terms of this Agreement shall be the First Judicial District Court of the State of Montana, Lewis and Clark County, Montana. The prevailing party in any action shall be entitled to recover their costs and attorney's fees from the other party, in addition to any other damages awarded.

...

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at ~~the Project site.~~ District Facilities/Property. Notwithstanding the foregoing, the Architect shall promptly notify the Owner in the event it discovers any hazardous materials or toxic substances in any form at District Facilities/Property. The Architect agrees that its services shall not incorporate or specify the use of any hazardous materials or toxic substances in such manner as would violate the requirements of existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the site, the project or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner..

...

Two hundred thousand dollars (\$200,000.00)

The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of ten percent ( 10.0 %) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

Promptly upon receipt, Owner shall review Architect's Application for Payment. If Owner disputes in good faith all or any portion of any statement, Owner shall notify Architect within twenty-one (21) days of receipt of the disputed statement. Such notification shall clearly indicate that portion of the statement which Owner disputes or for which Owner claims a setoff and shall include a reasonably detailed explanation of the reasons for disputing such portion or for the setoff respectively. Any statement or portion of a statement not disputed by Owner in the manner and within the time period set forth above shall be paid by Owner within thirty days of receipt; provided, that such payment shall not act as Owner's waiver of any claims that may be asserted against Architect for the performance of defective or deficient services. Owner shall not be required to make payment to Architect on account of any amount disputed in good faith by Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Architect under this Agreement until the matter is so resolved by the parties. If the resolution of the matter indicates that Architect is entitled to be paid all or any portion of such disputed amount, then such amount to be paid to Architect shall be due and payable within ten days after resolution of the matter.

At the request of and with the prior consent of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; ~~evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the master plan ;~~ and the extension of the Architect's Article 1 services beyond ( ~~—fifteen~~ ( 15 ) months of the date of this Agreement through no fault of the Architect.

#### **PAGE 5**

The Architect warrants that it has not employed or retained any company or person, other than a bona fide full-time employee, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide full-time employee, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. Upon the breach or violation of this prohibition, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

To the extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its students, agents, trustees, and employees against claims, demands, liabilities, suits, damages, or actions, including all reasonable expenses and attorneys' fees, but only to the extent caused by unlawful, willful, fraudulent, or negligent acts, errors, or

omissions of the Architect, or anyone for whom the Architect is legally responsible, in the performance of this Agreement. The Architect and/or the Architect's consultants shall correct, without expense to the Owner, any such errors, omissions, and/or conflicts in the plans and specifications prepared by the Architect or the Architect's consultants, provided that any such errors, omissions, and/or conflicts in the plans and specifications prepared by the Architect are not a consequence of incorrect information by the Owner according to Article 2.

The Architect shall indemnify and hold harmless the Owner, its students, agents, trustees, and employees against claims, demands, liabilities, suits, damages, or actions, including all reasonable expenses and attorneys' fees, in the event a claim or lien is asserted by one of Architect's consultants/subconsultants for non-payment by Architect to that consultant after Owner has made payment to Architect on account of the consultant's work.

The Architect agrees to remedy any defect resulting from any of its unlawful, willful, fraudulent, or negligent acts, errors, or omissions arising from its services under this Agreement, and has the first right to remedy any such defect at no additional charge to the Owner. In the event the defect is not remedied by the Architect, or in the event that the Architect does not elect to exercise that right, the Owner may have such defect remedied by a competent third party, and the expense of such remedy shall be the responsibility of the Architect.

Any actions against the Architect by the Owner brought to recover damages, including but not limited to damage to the work and the project itself for any failures or defects therein, caused by the design, planning, or any other work relating to the services performed herein shall be brought within the time period set forth in MCA § 27-2-208. The parties further agree to waive against each other claims for consequential damages.

In the event of any controversy between Owner and Architect under this Agreement, including but not limited to, whether or not any services Owner expects Architect to perform are within the scope of the Architect's services or any dispute as to whether or not Architect is entitled to additional compensation for any service requested, Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute. Owner agrees to pay Architect in accordance with this Agreement for all services rendered by Architect which are not the subject of the Controversy.

The Architect agrees to abide by all District policies, including but not limited to those policies pertaining to harassment and discrimination, the use and possession of tobacco/vapor products, illegal drugs, and alcohol on school property and the possession of weapons on school property.

The Owner and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner or Architect shall be deemed to imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of either party to insist on strict performance of any agreement, term, condition, or covenant herein set forth, shall not constitute or be construed as a waiver of the rights of either or the other thereafter to enforce any other default of such agreements term, condition, or covenant; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable either party to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of this Agreement.

If in any instance any provision hereof shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instances, but the remaining provisions shall be given effect in accordance with their terms.

This Agreement, including all referenced exhibits, represents the entire and integrated agreement between the Owner and Architect relating to the subject matter of this Agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

## EXHIBITS

Exhibit 01: SMA Architecture and Design Hourly Rates 2022

Rex Wertz Superintendent

Timothy L. Meldrum Principal, Sec/Treas



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 22:01:55 ET on 07/12/2022 under Order No. 2114315705 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

Principal, Sec/Treas.  
\_\_\_\_\_  
(Title)

July 12, 2022  
\_\_\_\_\_  
(Dated)

**HELENA SCHOOL DISTRICT  
Board of Trustees Summer Retreat**

**Meeting Date:** 07/15/2022

**Items IV.B.2**

General Public Comment

Consent Action Items

Items For Action

Items For Information

**Item Title:        Items For Action**  
2. Carpenters Collective Bargaining Agreement

Board Action	1st Motion	Second	Aye	Nay	Other
Muszkiewicz					
Hathorn					
Beaver					
Satre					
McKee					
Fitzpatrick					
Walsh					
Armstrong					

# Board of Trustees Summer Retreat

Approval of HPS – Carpenters Collective Bargaining Agreement



## IV. NEW BUSINESS

### C. Items for Action

#### 2. Approval and Ratification of the HPS-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 HPS and the Pacific Northwest Regional Council of Carpenters reached a tentative agreement on June 22, 2022. The Carpenters (2 members) unanimously ratified the tentative agreement to the contract and notified us on June 22, 2022. 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, 2022 – June 30, 2024
- Insurance: An agreement to the language – same as other groups.
- Pay: \$.63 per hour increase from \$25.31 to \$25.94 (\$0.63 = 2.5%) for the 2022-2023 fiscal year and a wage only opener for the 2023-2024 fiscal year.
- Added a schedule into the agreement of \$.30 per hour additional for Carpenters employed 5+ to 10 years; \$.50 per hour additional for Carpenters employed 10+ to 15 years; \$.75 per hour additional for Carpenters employed 15+ to 20 years; and \$1.00 per hour additional for Carpenters employed 20+ years. One Carpenter currently qualifies for this schedule. During the transition to the new schedule the Carpenter employed 20+ years will initially be placed at 10+ 15 years at a cost of \$1,040.00 per year.
- Added the Friday of Spring Break and a floating personal day to the list of Holidays. (These two additions were agreed to in principle last year and match the custodial/maintenance employee and other craft agreements)
- Added language addressing Vigilante Day. As long as Vigilante Day continues as an early dismissal for students the full-time Carpenters will work at least a four (4) hour day. (This is to match the custodial/maintenance employee agreement and other District negotiated agreements, i.e. Para Educators and Secretaries)
- The total estimated salary cost of this settlement is \$3,660.80 for the 2022-2023 fiscal year.

### Considerations:

- HPS and the Carpenters have a collaborative relationship and productive negotiations history.
- This agreement brings parity to the bargaining units within HSD that work together on facilities projects.
- 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 HPS and Carpenters.

**HELENA SCHOOL DISTRICT  
Board of Trustees Summer Retreat**

**Meeting Date:** 07/15/2022

**Items IV.B.3**

General Public Comment

Consent Action Items

Items For Action

Items For Information

**Item Title:**      **Items For Action**  
3. Electricians Collective Bargaining Agreement

Board Action	1st Motion	Second	Aye	Nay	Other
Muszkiewicz					
Hathorn					
Beaver					
Satre					
McKee					
Fitzpatrick					
Walsh					
Armstrong					

# Board of Trustees Summer Retreat

## Approval of HPS – Electrician Collective Bargaining Agreement

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### IV. NEW BUSINESS

#### B. Items for Action

#### 3. Approval and Ratification of the HPS-Electricians Collective Bargaining Agreement.

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#### **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 HPS and the International Brotherhood of Electrical Workers Local 233 reached a tentative agreement on June 27, 2022. The Electrician (1 member) unanimously ratified the tentative agreement to the contract and notified us on June 27, 2022. 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, 2022 – June 30, 2024
- Insurance: An agreement to the language – same as other groups.
- Pay: \$.84 per hour increase from \$33.59 to \$34.43 (\$0.84 = 2.5%) for the 2022-2023 fiscal year and a wage only opener for the 2023-2024 fiscal year.
- Added a schedule into the agreement of \$.30 per hour additional for an Electrician employed 5+ to 10 years; \$.50 per hour additional for an Electrician employed 10+ to 15 years; \$.75 per hour additional for an Electrician employed 15+ to 20 years; and \$1.00 per hour additional for an Electrician employed 20 + years. The Electrician currently qualifies for this schedule and be placed at the 10+ to 15 years slot at a cost of \$1,040.00 per year.
- Added language to allow a 4–10-hour work schedule during the summer break. The Electrician will be scheduled Monday through Thursday or Tuesday through Friday. During the week of the 4<sup>th</sup> of July Holiday, the Electrician will work Monday through Friday eight (8) hours per day. This alternate work schedule must be mutually agreed upon between the employer and employee.
- Added the Friday of Spring Break and a floating personal day to the list of Holidays. (These two additions were agreed to in principle last year and match the custodial/maintenance employee and other craft agreements)
- Added a Clothing Allowance: a clothing allowance of \$300.00 per year will be paid in July of each year beginning in 2021 for the purchase of boots, shirts, and pants. (This was agreed to in principle last year and matches the custodial/maintenance employee and other craft employee agreements)
- Added language addressing Vigilante Day: As long as Vigilante Day continues as an early dismissal for students the full-time Electrician will work at least a four (4) hour day. (This is to match the custodial/maintenance employee agreement and other District negotiated agreements, i.e., Para Educators and Secretaries)
- The total estimated salary cost of this settlement is \$2,787.20 for the 2022-2023 fiscal year.

#### **Considerations:**

- HPS and the Electricians have a collaborative relationship and productive negotiations history.
- This agreement brings parity to the bargaining units within HSD that work together on facilities projects.
- 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 HPS and Electricians.

**HELENA SCHOOL DISTRICT  
Board of Trustees Summer Retreat**

**Meeting Date:** 07/15/2022

**Items IV.B.4**

General Public Comment

Consent Action Items

Items For Action

Items For Information

**Item Title:**      **Items For Action**  
4. Painters Collective Bargaining Agreement

Board Action	1st Motion	Second	Aye	Nay	Other
Muszkiewicz					
Hathorn					
Beaver					
Satre					
McKee					
Fitzpatrick					
Walsh					
Armstrong					

# Board of Trustees Summer Retreat

Approval of HPS – Painters Collective Bargaining Agreement



## IV. NEW BUSINESS

### B. Items for Action

#### 4. Approval and Ratification of the HPS-Painters 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 HPS and the District Council #82 and Local Union #1922 of the International Union of Painters and Allied Trades Union reached a tentative agreement on June 16, 2022. The Painters (2 members) unanimously ratified the tentative agreement to the contract and notified us on June 16, 2022. 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, 2022 – June 30, 2024
- Insurance: An agreement to the language – same as other groups.
- Pay: \$.64 per hour increase from \$25.74 to \$26.38 (\$.64 = 2.5%) for the 2022-2023 fiscal year and a wage only opener for the 2023-2024 fiscal year.
- Added a schedule into the agreement of \$.30 per hour additional for Painters employed 5+ to 10 years; \$.50 per hour additional for Painters employed 10+ to 15 years; \$.75 per hour additional for Painters employed 15+ to 20 years; and \$1.00 per hour additional for Painters employed 20 + years. One Painter currently qualifies for this schedule and will be placed at the 5+ to 10 years slot at a cost of \$624.00 per year.
- Added language to allow a 4–10-hour work schedule during the summer break. One employee will be scheduled Monday through Thursday and one employee will be scheduled Tuesday through Friday. During the week of the 4<sup>th</sup> of July Holiday both employees will work Monday through Friday eight (8) hours per day. This alternate work schedule must be mutually agreed upon between the employer and employees.
- Added language addressing Vigilante Day: As long as Vigilante Day continues as an early dismissal for students the full-time Painters will work at least a four (4) hour day. (This is to match the custodial/maintenance crew agreement and other District negotiated agreements)
- The total estimated salary cost of this settlement is \$3,286.40 for the 2022-2023 fiscal year.

### Considerations:

- HPS and the Painters have a collaborative relationship and productive negotiations history.
- This agreement brings parity to the bargaining units within HSD that work together on facilities projects.
- 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 HPS and Painters.