

AGENDA
Board of Trustees
School District Six and Columbia Falls High School District
Regular Board Meeting / Annual Budget Meeting
Monday, August 8, 2022
6:00 p.m.
School District Six Board Room

1. **Call to Order**
2. **Pledge to the Flag**
3. **Approval of Agenda**
4. **Consent Agenda**
 - a. Approval of July bills
 - b. Approval of July minutes – Pgs. 1-8
 - c. Approval of Investment Reports
 - d.
5. **Public Participation**
6. **Reports**
 - a. K-8 Facility Bond Project – Dave Jolly – Pg. 9
 - b. Clerk / Business Manager
 - c. MTSBA Board Report – Trustee Riley
 - d. Superintendent – Dave Wick
 - e. Board Chair
7. **Action/Discussion Items:**
 - a. Consideration of the design contract with Jackola Engineering for the HS HVAC. – Pgs. 10-17
 - b. Consideration of substitute pay rate changes for SY 22-23. – Pg. 18
 - c. Presentation of the FY 2023 Budget – Dustin Zuffelato, Business Manager/Clerk
 - d. Consideration of Resolution #402 - Elementary District – Allocation of Fund Balance.
 - e. Consideration of Resolution #403 - High School District – Allocation of Fund Balance.
 - f. Consideration and adoption of the FY 2023 Elementary District budget.
 - g. Consideration and adoption of the FY 2023 High School District budget.
8. **Personnel**
 - a. **The superintendent has accepted the following resignations:**

Autum Spann	Special Education Para – Glacier Gateway
Seth Knox	Third Grade Teacher - Ruder
Patrick Jones	Soccer Coach – Junior High School
Jacki Branstetter	Cross Country Coach – Junior High School
Kristian Jackola	Crossroads Bus Driver
Amanda Piilola	Special Education Para – High School
Price Richardson	Assistant Swim Coach – High School
 - b. **Consideration of the following hiring recommendations:**

Derek Andrews	Family and Consumer Science Teacher – Junior High School
Sheridan Wilkes	.5 Speech Pathologist – Ruder
Joel Landis	Grade 5 Teacher – Glacier Gateway
Elton Kauffman	Crossroads Bus Driver
Paula Foster	Assistant Special Olympics Coach

Hiring recommendations continued:

Kristian Jackola	Director of Transportation and Facilities
Tracy Toavs	Bus Driver
Jaime Bell	English Teacher – High School
Kraig Moore	Assistant Boys’ Soccer Coach – High School

9. Consideration of the attached substitute hires: -Pg. 19

10. Consideration of the following travel request: - Pg. 20

Michelle Swank	2022 Northern Plains Law Conference
	Bismarck, North Dakota
	October 5-7, 2022
	Paid through Medicaid funds

11. Executive Session

a. Superintendent contract

12. Miscellaneous and Future Planning:

Schedule a Special Meeting – early enrollment request
Proposed Long Range Planning Committee Meeting – Sept. 1, 2022 - 5:30 PM

13. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, September 12, 2022, in the School District Six Board Room**

REGULAR MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
JULY 18, 2022

Unofficial

The Regular Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, July 18, 2022, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

Jill Rocksund	Board Chair
Casey Heupel	Trustee
Barbara Riley	Trustee
Keri Hill	Trustee
Heather Mumby	Trustee
Dave Wick	Superintendent of Schools
Dustin Zuffelato	Business Manager/Clerk

ABSENT:

Dean Chisholm	Vice Chair
Justin Cheff	Trustee
Wayne Jacobsmeyer	Trustee

Board Chair Rocksund called the meeting to order at 6:04 P.M.

CALL TO ORDER

Motion by Heupel, second by Riley, to approve the agenda as presented. Motion passed 5-0.

APPROVE AGENDA

Motion by Mumby, second by Heupel, to approve the consent agenda as presented:

APPROVE CONSENT
AGENDA

-Approve June bills.

-Approve investment reports.

-Approve student activity account transfers.

Passed 5-0

Public Participation:

PUBLIC
PARTICIPATION:

Chair Rocksund requested public participation on any agenda or non-agenda items.

There was no public participation.

Reports:

REPORTS:

The District's Owners Representative Dave Jolly provided an update regarding the K-8 Facility Bond Project. Commissioning at Ruder Elementary is still on-going. An air handler will likely be required to be installed in the Principal's office to resolve deficiencies.

Dustin Zuffelato, Business Manager/Clerk, provided the Board with a written report. Mr. Zuffelato highlighted the financial results of the Health Insurance Program. Actual claims paid were 88% of expected for plan year ending June 30, 2022. Claims paid were high in the final few months of the plan year. Mr. Zuffelato presented the financial results for the food service program. Ending fund balance is approximately \$550,000, which represents a significant increase. The program served approximately 50% more meals than before COVID perhaps as a result of the meals being free. Federal USDA revenue has increased approximately \$1,000,000. The District plans to use these funds to purchase/replace equipment and refurbish the high school kitchen when the central kitchen moves to the new Glacier Gateway Elementary. Mr. Zuffelato

Unofficial

presented the property/liability insurance renewal for 2023 representing a 12% increase from the prior year citing replacement cost increases and additional square footage to cover as a result of the K-8 facility bond project.

Trustee Barbara Riley updated the Board about the recent proceedings of the Montana School Board Association (MTSBA). Ms. Riley recently visited Washington D.C. to advocate for extending the period of availability to spend ESSER funds and improve special education funding for K-12 schools.

Superintendent Dave Wick submitted a written report.

**ACTION /
DISCUSSION ITEMS:**

Action/Discussed Items:

The Long Range Planning Committee met on June 6th to discuss the significant deferred maintenance issues at the High School and identified the curtain/window walls, roof, and HVAC as main priorities. The Committee also identified a safe/secure entryway. The Committee discussed the one-time federal funding from ESSER. This funding of approximately \$5 million will not be enough to cover the estimated costs to address all of the deferred maintenance issues identified. The District may need to leverage these funds with other funds including building reserve levy or general obligation bonds. The Long Range Planning Committee conducted a follow-up meeting on June 28th. The HVAC mechanical system project scope specifications were narrowed down to three options to enhance the learning environment with fresh air and cooling (1) controls, ventilation, and hot water boiler/distribution system (2) controls, ventilation, hot water boiler, and a chilled distribution system (3) controls, ventilation, and variable refrigerant flow (VRF) system. The VRF system will likely require more maintenance but the chiller system used by the hot water distribution system is not efficient. Consensus was that if the District needs the system to provide a cooling functionality, the VRF system is recommended.

**MOTION TO APPROVE
THE ENGAGEMENT OF
JACKOLA ENGINEER-
ING TO DESIGN NEW
HS HVAC SYSTEM**

Motion by Riley, second by Hill, to approve the Long Range Planning Committee recommendation to engage Jackola Engineering to design a new HVAC mechanical system specified for a variable refrigerant flow (VRF) system. Passed 5-0

**MOTION TO APPROVE
THE ADOPTION OF
THE NEW SPANISH
CURRICULUM**

Curriculum Director Mark McCord presented the proposed curriculum – EntreCulturas to replace the current Spanish curriculum for Junior High and High School.

Motion by Riley, second by Mumby, to approve the adoption of the new Spanish curriculum-EntreCulturas. Passed 5-0.

**MOTION TO APPROVE
COMMITTEE
ASSIGNMENTS FOR
SY 22/23**

The Board considered the Committee assignments for school year 2022/23.

Motion by Riley, second by Heupel, to approve the Committee assignments as presented for school year 2022/23. Passed 5-0

**MOTION TO APPROVE
THE MTSBA RESOLU-
TIONS PRESENTED
DURING ANNUAL
MEETING**

The Board considered the Montana School Board Association (MTSBA) resolutions presented during the annual meeting. The MTSBA did not have a quorum present and has requested each District to submit an electronic ballot.

Motion by Mumby, second by Riley, to approve the MTSBA resolutions presented during their annual business meeting. Passed 5-0

**MOTION TO APPROVE
RESOLUTION 401 -
DISPOSITION OF ABAN-
DONED, OBSOLETE,
AND UNDESIREABLE
PROPERTY**

The Board considered disposing surplus property.

Motion by Mumby, second by Hill, to approve Resolution 401-Disposition of Abandoned, Obsolete, and Undesirable Property. Passed 5-0

REGULAR MEETING

JULY 18, 2022

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The Board considered renewing the agreement for the Crossroads school. Trustee Riley inquired to the number of students served by this program. Dustin Zuffelato, Business Manager/Clerk noted that the program served approximately 10 students last year, which was less than the prior year. The cost is \$115 per day per student, which is much less than the cost for SD6 to serve these students.

Motion by Riley, second by Mumby, to renew the Flathead Crossroads Interlocal Agreement. Passed 5-0

MOTION TO APPROVE THE FLATHEAD CROSSROADS INTERLOCAL AGREEMENT

The Board considered bus route changes for school year 2022/23. Dustin Zuffelato, Business Manager/Clerk noted that the Transportation Committee considered changes in May and these proposed changes are within the spirit-intention of these changes but represent further revisions based on projected students. The proposed changes increase mileage to the following routes: #6 – 1.7 miles per day, #9 - 4.4 miles per day, #11 – 2.6 miles per day, and #18 – 3.6 miles per day. The proposed changes eliminate (suspend) the following routes: #12, #4, #15. The intent is to mitigate the impact of the bus driver shortage by reducing the number of routes.

Motion by Mumby, second by Riley, to approve the bus route changes for school year 2022/23. Passed 5-0

MOTION TO APPROVE THE BUS ROUTE CHANGES FOR SY 22/23

Personnel:

The Board acknowledged the Superintendent's acceptance of the following resignations: Derek Andrews-Junior High Boys Basketball Coach, Cassandra Rosenbaum-Special Education Para-educator, Daniel Long-Custodian, Jessica Moultray-Tutoring support para-educator, Patience Burns-Teacher, and David Johnson-Assistant Golf Coach.

PERSONNEL:

Motion by Riley, second by Mumby, to approve the following Elementary District hiring recommendations: Katherine LeDuc – Teacher, Kerstin Brockie – Teacher, Morgan Christianson – Teacher (.50 FTE), Kristi Hoerner-Special Education Para-Educator, Elisha Jacobs – Kindergarten Para-Educator, David Wanner- Special Education Para-Educator, Amanda Seal-Special Education Para-Educator, Crista Peterson- Special Education Para-Educator, Tristen Woody- Special Education Para-Educator, Smantha Jones-Junior High Volleyball Coach, and Ashley Bruns-Summer School Para-Educator. Passed 4-0

MOTION TO APPROVE ELEMENTARY HIRING RECOMMENDATIONS

Motion by Riley, second by Heupel, to approve the following High School/District-wide hiring recommendations: Jessica Moultray-Payroll Accountant, Anne Barker-Special Olympics Coach, Susan Rushe-Teacher, Ellen Szalay-Long Term Substitute-Art, and Jamie Heinz-Golf Coach. Passed 5-0

MOTION TO APPROVE HS AND DISTRICT-WIDE HIRING RECOMMENDATIONS

Motion by Riley, second by Mumby to approve the Elementary District Extra Duty hiring recommendations as listed on attachment #1. Passed 4-0

MOTION TO APPROVE ELEM. EXTRA-DUTY RECOMMENDATIONS - ATTACHMENT #1

Motion by Heupel, second by Riley to approve the High School District Extra Duty hiring recommendations as listed on attachment #1. Passed 5-0

MOTION TO APPROVE HS EXTRA-DUTY RECOMMENDATIONS - ATTACHMENT #2

Trustee Hill noted that Baseball coaches (new program) were not listed. The District will get the baseball coached on the next agenda.

Chair Rocksund called the meeting into executive session at 7:38 P.M. to discuss litigation strategy related to the Canyon Elementary property boundary.

Open Meeting resumed at 7:55 P.M.

REGULAR MEETING

JULY 18, 2022

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Unofficial

MOTION TO APPROVE
EXECUTIVE SESSION

Motion by Heupel, second by Riley, to approve the minutes of the executive session as presented. Passed 5-0

Miscellaneous and Future Planning:

Finance Committee Meeting	July 27, 2022	5:00 P.M.
Annual budget Meeting	August 8, 2022	6:00 P.M.

MEETING
ADJOURNED:

As there was no further business to come before the Board, Chair Rocksund adjourned the meeting at 7:57 P.M.

Board Chair

Business Manager/Clerk

Coaching Contract Title	LName	FName	Percent of Base	Attachment #1
JH Annual	Cadigan	Daniel	0.065	
Coach JH Boys Soccer	Adams	Todd	0.065	
	Jones	Patrick	0.065	
Coach JH Boys Basketball	Open		0.065	
	Barth	Austin	0.065	
	Grilley	Jeremy	0.065	
	Kimmet-Lee	Austin	0.065	
Coach JH Football	Andrews	Derek	0.065	
	Barth	Austin	0.065	
	James	Thomas	0.065	
	Kehr	David	0.065	
	Kimmet-Lee	Austin	0.065	
	Lawrence	Rick	0.065	
Coach JH Girls Soccer	Wortman	Emily	0.065	
Coach JH Instrument	Caudill	Benjamin	0.085	
Coach JH Vocal	Branstetter	Jacqueline	0.085	
Coach JH Volleyball	Brown	Josie	0.065	
	Gange	Kristine	0.065	
	Gilchrist	Heather	0.065	
	Jones	Samantha	0.065	
Coach JH XCountry	Branstetter	Jacqueline	0.065	
	Hoots	Taylor	0.065	
Stipend Extend	Jones	Samantha	10 days	
	Pickard	Marna	10 days	
Coach JH Girls Basketball	Andrews	Derek	0.065	
	Grilley	Jeremy	0.065	
	Kimmet-Lee	Austin	0.065	
	Lawrence	Rick	0.065	
Coach JH Wrestling	Hader	Michael	0.065	
	Malia	Casey	0.065	
Coach JH Track	Gianos	Rachel	0.065	
	Koch	Paula	0.065	
	Morgan	Eric	0.065	
	Andrews	Derek	0.065	

Attachment #2

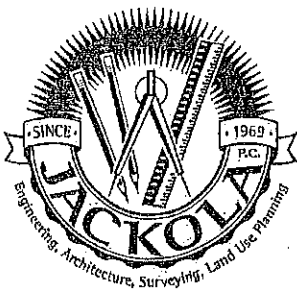
Coaching Contract Title	LName	FName	Percent of Base	Season
Coach HS Annual	Riley	Hannah	0.120	Fall
Coach HS Art Club	Forke	Shelby	0.010	Fall
Coach HS Athletic Director	Bowman	Troy	0.360	Fall
Coach HS Athletic Trainer	Bowman	Troy	0.360	Fall
Coach HS Boys Soccer	Byrd	O'Brien	0.150	Fall
	Open		0.060	Fall
	Pete	Cory	0.100	Fall
Coach HS Cheer	Rocker	Kylie	0.170	Fall
	Courtney	Kendra	0.140	Fall
Coach HS Class Sponsor	Chiarito	Bridget	0.040	Fall
	Lovering	Jennifer	0.030	Fall
	Moran	Willow	0.010	Fall
	Whitman	Julia	0.020	Fall
Coach HS Football	Coleman	William	0.120	Fall
	Open		0.100	Fall
	Houle	Kelly	0.120	Fall
	Hubbard	Tyson	0.120	Fall
	Green	Austin	0.120	Fall
	McGrath	Bryan	0.120	Fall
	Sapa	Bill	0.120	Fall
	Schweikert	Jackson	0.170	Fall
Coach HS Girls Soccer	Byrd	Melanie	0.060	Fall
	Clark	Thomas	0.150	Fall
	Kinder	Alexis	0.100	Fall
Coach HS Golf	Open		0.100	Fall
	Osborne	Josiah	0.120	Fall
Coach HS Honor Society	Sundberg	Tamara	0.030	Fall
Coach HS Instrument	Forke	Josh	0.170	Fall
Coach HS Jazz	Forke	Josh	0.055	Fall
Coach HS Key Club	Open		0.030	Fall
Coach HS Pep	Forke	Josh	0.055	Fall

Coach HS Prom Graduation	Remiker	Jeffrey		0.120	Fall
Coach HS Special Olympics	Daniels	Kate		0.150	Fall
	Foster	Paula		0.100	Fall
	Open			0.100	Fall
Coach HS Speech	Knutson	Mikel		0.140	Fall
	Major	Alixzandra		0.100	Fall
	Reamy Butts	Allyson		0.100	Fall
	Roe	Dawn		0.180	Fall
	Wheeler	Ian		0.040	Fall
Coach HS Student Council	Hackethorn	Emily		0.030	Fall
Coach HS Vocal	Hackethorn	Emily		0.170	Fall
Coach HS Volleyball	Brooks	Jolandie		0.170	Fall
	Danley	Anna		0.100	Fall
	Miller	Gretchen		0.120	Fall
Coach HS XCountry	Blankenship	Jonathan		0.100	Fall
	Knutson	Kati		0.100	Fall
	Peacock	James		0.150	Fall
Drivers Education	Open				Fall
	Open				Fall
	Open				Fall
Stipend CFTU President	Koch	Paula		0.020	Fall
Stipend Department Head	Bates	Rebecca		0.020	Fall
	Browne	Peter		0.020	Fall
	Burns	Patience		0.020	Fall
	Forke	Josh		0.020	Fall
	Gress	Shelly		0.020	Fall
	Heinz	Jamie		0.020	Fall
	Schaeffer	Jessie		0.020	Fall
	Whitman	Julia		0.020	Fall
Stipend Extend	Crandell	Brian	10 Days		Fall
Stipend FCCLA	Racioppi	Lindsey			Fall
Stipend HOSA	Hulett	Brittney		0.030	Fall
	Webb	Mary		0.030	Fall

Coach HS Boys Basketball	Dyon	Michael	0.120 Winter
	Finberg	Christopher	0.170 Winter
	Ruffley	Kurt	0.100 Winter
Coach HS Girls Basketball	Finberg	Cary	0.170 Winter
	Finberg	Ciera	0.120 Winter
	Levitt	Zacharey	0.100 Winter
Coach HS Swimming	Caudill	Amy	0.150 Winter
	Open		0.100 Winter
Coach HS Wrestling	Hader	Michael	0.120 Winter
	Schaeffer	Jessie	0.170 Winter
	Schaeffer	Ben	0.120 Winter
Coach HS Tennis	Colliander	Michele	0.170 Spring
	Getts	Niels	0.100 Spring
	Ramage	Cody	0.100 Spring
Coach HS Softball	Kehr	David	0.170 Spring
	Lawrence	Rick	0.120 Spring
Coach HS Track	McGrath	Bryan	0.100 Spring
	Heinz	Jamie	0.170 Spring
	Houle	Kelly	0.100 Spring
	Knutson	Kati	0.100 Spring
	Osborne	Josiah	0.100 Spring
	Peacock	James	0.100 Spring

Columbia Falls K-8 Construction Project
Project Budget
July 31, 2022

Revenue:	Budget	Revenue Month-to-Date	Revenue Project-to-Date	Budget Balance	
Par Amount Bond Sale	37,072,000		37,072,000	-	
Premium on bonds	5,339,746		5,339,746	(0)	
Bond Premium used to Debt Service	(649,991)		(649,991)	-	
Underwriters Discount	(230,040)		(230,040)	-	
Interest on bond proceeds	350,000		332,547	(17,453)	
	41,881,715	-	41,864,261	(17,454)	
Expenses:	Budget	Expenses Month-to-Date	Expenses Project-to-Date	Budget Balance	YTD Spent % of Budget
Owner's Rep	336,948		286,091	50,857	84.91%
Architect & Engineering Ruder	883,622		885,903	(2,281)	100.26%
Architect & Engineering Glacier Gateway Elementary	1,767,240		1,634,361	132,879	92.48%
Architect & Engineering Multi Use Sports Fields	29,500		29,500	-	100.00%
Architect & Engineering Junior High Safety and Security	18,500		18,500	-	100.00%
Architect & Engineering-Reimbursables	110,000		7,287	102,713	6.62%
Architect & Engineering-Additional Services	257,342		222,370	34,973	86.41%
Construction - Multi-Use Sports Fields	1,002,009	-	984,701	17,308	98.27%
Construction - Ruder Addition and Remodel Phase One	3,777,040		3,767,822	9,218	99.76%
Construction - Ruder Addition and Remodel Phase Two	7,081,288		6,931,310	149,978	97.88%
Construction - Glacier Gateway Elementary	21,970,000		14,520,584	7,449,416	66.09%
Construction - Glacier Gateway Elementary Change Orders to D	268,864		96,933	171,931	36.05%
Construction - Jr. High Safety and Security	185,263		187,547	(2,284)	101.23%
Playground equipment-Ruder	175,000		175,990	(990)	100.57%
Playground equipment-Glacier Gateway	223,069		-	223,069	0.00%
Technology (classroom technology)	500,000	3,091	234,346	265,654	46.87%
Demolition/Button Up	90,000		-	90,000	
Furnishings & Equipment - Multi Use Fields	110,000	11,286	107,227	2,773	97.48%
Furnishings & Equipment - Ruder	380,000		312,322	67,678	82.19%
Furnishings & Equipment - Glacier Gateway	790,457	6,467	71,078	719,379	8.99%
Soils & Geotech	40,000		37,930	2,070	94.83%
Hazardous Material Assessment	10,000		10,015	(15)	100.15%
Building Permits	128,000	3,008	127,500	500	99.61%
Impact Fees	1,000		586	414	58.60%
Utilities	115,000		113,326	1,674	98.54%
Site Surveys-LPW	19,200		20,300	(1,100)	105.73%
Materials Testing	60,000		33,994	26,006	56.66%
Moving Costs	75,000	511	16,001	58,999	21.33%
Commissioning	125,617	10,789	45,648	79,969	36.34%
Election Costs/Legal Fees	30,000		30,655	(655)	102.18%
Bond Issuance Costs	125,000		121,868	3,132	97.49%
	41,883,459	35,152	31,031,694	10,851,764	74.09%



LETTER OF ENGAGEMENT

Project:
Columbia Falls High School Upgrade Design
Columbia Falls, Montana

Date: 8/3/2022

Client:
Columbia Falls School District
501 6th Avenue West
Columbia Falls, MT 59912

Contact Information:
Phone: 406.253.8170

Email: d_wick@cfmthschools.net

Dear Dave,

Jackola Engineering & Architecture, PC (Jackola) is appreciative of the opportunity to provide continued design and drafting services for the energy/indoor environment upgrades to the existing high school building located at 601 13th Street West in Columbia Falls.

BACKGROUND AND ASSUMPTIONS

It is our understanding that the school district has received funding to improve the existing facilities. A portion of this money has been dedicated to the High School with some of the money from the ARP Act ESSER III fund which must be used within the boundaries set out for these funds. These funds also require the money to be used prior to fall 2024.

The current high school is served by an existing 1,000 MBH steam boiler that was installed within the last ten years with another older back up boiler for emergencies. The main steam distribution piping is routed in tunnels below the school with branches serving terminal units. The system is controlled with pneumatic controls throughout the school. The entire system is well maintained and has been kept in great working condition considering its age.

The windows are constructed of single pane glass throughout the school, excluding the newest addition. Ventilation is provided through operable windows and unit ventilators only. Most of the roof insulation has been replaced with current code minimum insulation during re-roof projects, but there are a few areas not updated. Some asbestos abatement work has been completed throughout the school; however, small amounts of asbestos may remain in the pipe insulation elbows as well as the glue for ceiling and floor tiles. This is reported based on the result of an Asbestos Investigation that recently occurred. We assume we will be provided a copy of this report as part of this study. We also assume a new asbestos and lead based paint investigation will occur on areas affected by construction. Asbestos and lead paint abatement work is not included in the scope of this contract.

This agreement follows the previous discovery agreement. The discovery objective was the evaluation of various potential improvements that could be made to the heating plant, the distribution system and terminal units, the building envelope, the controls and building ventilation. The evaluation parameters were, among others: return on the financial cost to perform the work, interior environmental benefit for student learning, applicability of ARP funding, and useful remaining life of componentry.

As noted above, a discovery has been completed and the board has chosen to move forward with the design of the Variable Refrigerant Flow (VRF) system. The system has been preliminarily designed and this will be the basis for design moving forward. An estimated cost has been compiled; however, this number has been created without the input of a contractor and is an estimate only. The design team

Jackola Engineering & Architecture, PC

2250 Highway 93 South Kalispell, MT. 59901

406.755.3208 Corporate Office 406.755.3218 Fax

www.jackola.com

Locations in Montana and Washington

has completed multiple site visits and begun a scan of the building. The existing plans have been scanned and saved as PDF files.

WORK SCOPE

Task 0 - Information gathering

A crucial portion of the design is having the correct information to base design decisions on. This will come from site visits, existing drawings and scans completed of the schools. Jackola uses the Matterport platform to store scan information. Some scanning will be completed prior to school starting on August 24th. Other scans will be completed after hours or in areas of the school that are not accessible to students, such as the steam piping tunnels. With the scanned existing drawings, site visits and the information from the scans, we will be able to more accurately design the system and estimate construction costs. This task will take place over the course of the design as it is required.

Fee: \$26,100

Task 1 - Schematic Design

The first step to move the design forward will be to take the current design and review each and every component and area it serves to ensure they are the best fit. This stage is the ideal time to make changes as it will have the least effect on the overall timeline. During this task items will be examined for value engineering options in case the numbers received from contractors are beyond what the budget can support. The VE options will be separated into alternates on the bid documents. Once we have the best fit, we will find suitable locations for the main equipment and visible components as well as main duct and piping runs. HVAC loads will be finalized during this task and electrical loads will be begun. Basic drafting work will be completed. Once completed the SD set will be reviewed with the Construction Committee.

Fee: \$94,600

Task 2 - Design Development

After the committee has had a chance to review the design, we will step into the design development phase. In this phase we will take the design we have created and further develop the system. This will include work on the minor pipe routing, exact duct sizing, exact equipment sizing, coordination with structural members, mechanical penthouse design, electrical equipment requirements and locations and architectural requirements of the new system. Electrical loads will be finalized at this stage. Drafting work will be mostly complete at the end of this stage. Upon completion of this task a review meeting will be held with the committee.

Fee: \$148,600

Task 3 - Construction Documents

After the system has been fully designed, we will work to note every detail required to convey all information required to make the construction and maintenance as painless as possible. This includes mechanical equipment mounting details, final architectural details, electrical accessory locations and requirements and mechanical control sequencing. The drafting work will be completed and final changes will be made to improve readability and drawing clarity. A specification booklet will be written and included. A permit set will be sent to the city if required and the final deliverable will be a construction set of documents that can be sent to contractors to obtain bids. This task includes any work required to receive a permit including responses to permit comments.

Fee: \$86,700

Task 4 - Construction Administration

Upon successful award of the construction contracts and as construction begins, Jackola will assist the district with construction administration tasks. These include the following:

Task 1 Completion - 8-31-2022
Task 2 Completion - 10-24-2022
Task 3 Completion - 12-21-2022
Task 4 - 12-21-2022 through 09-20-2024

FEES

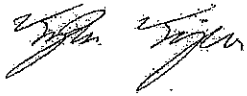
Our Total Fee for the work scope outlined herein is **\$454,300.00** and includes reimbursable items outlined in Exhibit 1. Your signature below along with a 15% initial payment in the amount of \$68,145.00 (applied to the final invoice) will authorize Jackola to schedule and perform the services described above. The remainder of the fee will be due upon completion of the contracted services or upon receipt of monthly progress billings, whichever occurs sooner.

CLIENT accepts the terms set forth herein, including the Terms and Conditions and all attached Exhibits (collectively, the "Agreement") and authorizes Jackola to proceed with the services set forth in the Agreement. In the event you are not the owner of the property, you represent and warrant that you have obtained permission from said owner for Jackola to proceed.

The parties execute the Agreement upon the terms and conditions stated on the date first above written.

CONSULTANT:

CLIENT:



Date: 8/3/2022

By: Tyler Tonjum

Title: Project Manager

Date: _____

By: _____

Title: _____

Attachments:

Terms and Conditions

Exhibit 1

- A. Answers to Request for information (RFIs): As the general and subcontractors begin to work on the project, they may need supplemental design-related information that was not included in the drawings nor specifications. Jackola will provide verbal and/or written answers to such RFIs
- B. Material and equipment Submittal reviews: Jackola will review submittals for the requested material and equipment that the contractors wish to include in the construction. Jackola reviews these documents to assure they meet the project design and specification requirements. Items such as quality, color, etc. are reviewed.
- C. Project Observations: During construction it is estimated that a representative from each discipline will visit the site on two to three occasions to observe the progress of the construction. Key discipline leads will visit to observe mechanical and electrical work throughout the duration of the project. Discussions with the general and subcontractors will ensue to answer questions regarding workmanship and conformance with the design and construction documents. An observation report will be created and distributed to the client and general contractor where deficiencies and required corrective actions will be described. The intent of these observations during construction is to assure our client will be delivered a quality project that meets the design requirements.
- D. Project Punchlist: When the project is substantially completed, a representative from each design discipline (Architectural, Mechanical, and Electrical) will visit the project to make a final observation and create a "Punch list". Each representative will inspect the facility in regard to their respective area of design and note all deficiencies that need corrected. It is recommended that a client representative accompany the design team during this process to provide owner perspective questions and point out their perceived deficiencies. A single Punchlist document will be created and distributed to both the owner and general contractor to assist with final corrective and clean-up work to be completed.
- E. Issue of Substantial Completion Document: Upon notice that all items on the Punchlist have been corrected, a single representative from the design team will visit the site to review those items and if found completed, will issue the Substantial completion document.

Fee: \$98,300

DELIVERABLES

SD set of plans after task 1
 DD set of plans after task 2
 CD set of plans after task 3
 Specifications
 Final Punchlist
 Temporary access to a building scan
 Building Revit Model
 PDFs of existing drawings

MEETINGS AND SITE VISITS

(5) Scanning Site visits
 (5) General Information Gathering Visits (estimated)
 (1) Mechanical and Electrical Rough-In Visit
 (1) 75% Completion Mechanical and Electrical Visit
 (16) Project Manager Progress Visits
 (1) Punchlist Site Visit
 (1) Substantial Completion Visit

SCHEDULE

Terms and Conditions

1. CLIENT hereby agrees to retain CONSULTANT to perform the professional services ("Services") as described in the Letter of Engagement and these Terms and Conditions (collectively, the "Agreement"). The Agreement applies only to the Project Identified in the Letter of Engagement.
2. CLIENT agrees that the Project shall not include a residential condominium.
3. The CONSULTANT intends to render the Services under the Agreement in accordance with that degree of skill and care ordinarily exercised by similar design professionals performing similar services at the same time and locality, on similar projects, and under similar conditions. The CONSULTANT makes no other representations and no warranties, whether express or implied, with respect to the Services.
4. During the Discovery Phase, the CONSULTANT shall:
 - a. Consult with the CLIENT to ascertain the CLIENT's requirements for the Project.
 - b. Prepare discovery documents in accordance with CONSULTANT's understanding of the Project requirements.
 - c. Furnish 0 copies of the discovery documents for the CLIENT's review and approval.
5. If the CONSULTANT's services under this Agreement do not include Construction Phase Services, or if the CLIENT terminates, modifies or reduces all or any portion of the CONSULTANT's Construction Phase Services, the CLIENT shall indemnify and hold the CONSULTANT, its employees and its subconsultants harmless from and against damages, losses and judgments arising from any claims by the CLIENT and any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to Construction Phase issues, services or activities the CONSULTANT did not provide or in which the CONSULTANT did not participate.
6. The CLIENT shall:
 - a. Provide to the CONSULTANT all criteria, design and construction standards and full information as to the CLIENT's requirements for the Project. The CONSULTANT shall have the right to rely on the accuracy of any information provided by the CLIENT. The CONSULTANT is not required to review the provided information for accuracy.
 - b. Guarantee full and free access for the CONSULTANT to enter upon all property required for the CONSULTANT's performance of the Services.
 - c. If the CLIENT becomes aware of any issue, defect, error or omission that may give rise to a potential claim or dispute by the CLIENT, the CLIENT shall provide the CONSULTANT with prompt written notice of the potential for such claim or dispute.
 - d. Compensate the CONSULTANT for the Services as provided for in the Agreement.
7. CLIENT agrees to separately provide CONSULTANT with the name and address of any and all lenders who would loan money on the Project and who are entitled to receive a preliminary notice invoking such lien or stop notice rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which CONSULTANT may have for the performance of the Services.
8. If the CLIENT requests the CONSULTANT to execute certificates, the proposed language of such certificates shall be submitted to the CONSULTANT for review at least fourteen (14) days prior to the requested dates of execution. If the CLIENT requests the CONSULTANT to execute consents reasonably required to facilitate assignment to a lender, the CONSULTANT shall execute all such consents that are consistent with the Agreement, provided the proposed consent is submitted to the CONSULTANT for review at least fourteen (14) days prior to execution. The CONSULTANT shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of the Agreement.
9. Documents prepared by the CLIENT's consultants or Contractor's consultants providing professional design services shall bear such professionals' seal and signature a appropriate. The CONSULTANT shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by the CLIENT's consultants and contractors, as well as on the computations performed by those consultants and contractors in connection with such documents and services. The CONSULTANT shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the CLIENT's consultants or contractors.
10. The CLIENT shall release, hold harmless, and will indemnify the CONSULTANT and its subconsultants and will defend the CONSULTANT and its subconsultants using counsel satisfactory to the CONSULTANT, from and against all claims, liabilities, losses, damages, judgments, awards, and costs including, but not limited to, court costs and attorneys' fees arising out of the services performed by the CLIENT's consultants and contractors or the subconsultants, subcontractors, vendors or suppliers of any of them.
11. The CLIENT shall require that its consultants and contractors maintain professional liability insurance and other liability insurance as appropriate to the services provided with limits of coverage, at least equal to those required of the CONSULTANT under this Agreement.
12. Upon written request or direction of CLIENT, CONSULTANT shall evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT shall not be responsible for errors, omissions, or inconsistencies in information provided by others or in any way resulting from incorporating such substitution into the Project.
13. If the CLIENT requires the use of any systems, products or applications contrary to, or without, the recommendation of the CONSULTANT, the CONSULTANT shall not be liable for the use of those systems, products or applications. The CLIENT shall release, hold harmless, and will indemnify the CONSULTANT and will defend the CONSULTANT using counsel satisfactory to the CONSULTANT, from and against all claims, liabilities, losses, damages, judgments, awards, and costs including, but not limited to, court costs and attorneys' fees, arising out of or resulting from the use of such systems, products or applications except to the extent such damage, loss, judgment or expense is the result of the sole negligence or willful misconduct of the CONSULTANT.
14. If the CLIENT requests the CONSULTANT to subcontract certain laboratory testing services on behalf of the CLIENT. The CONSULTANT agrees to do so in reliance upon the CLIENT's assurance that the CLIENT will make no claim or bring any action at law or in equity against the CONSULTANT as a result of these subcontracted services. The CLIENT understands that the CONSULTANT has not performed any independent evaluation of the testing laboratory's data and the CLIENT shall not rely upon the CONSULTANT to determine the quality or reliability of the testing laboratory's reports. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the services performed by the testing companies and for tests recommended by the CONSULTANT and not completed per the CLIENT's direction.
15. CONSULTANT shall retain ownership of all plans, specifications, and other documents generated while performing the Services ("Instruments of Service"). The Instruments of Service are not represented as suitable for and CLIENT may not utilize the Instruments of Service on extensions of this Project or on any other project without the written permission of the CONSULTANT. Any such use, whether authorized or otherwise, shall be at the CLIENT's sole risk and the CLIENT agrees to release, hold harmless, and will indemnify the CONSULTANT and its subconsultants and will defend the CONSULTANT and its subconsultants using counsel satisfactory to the CONSULTANT, from and against all claims, liabilities, losses, damages, judgments, awards, and costs including, but not limited to,

Terms and Conditions

- court costs and attorneys' fees, arising out of or related to such reuse of the CONSULTANT's Instruments of Service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT. Any reuse or adaptation of the CONSULTANT's Instruments of Service occurring after the written agreement of the CONSULTANT shall entitle the CONSULTANT to further compensation in amounts to be agreed upon by the CLIENT and the CONSULTANT.
16. The electronic files created by CONSULTANT and its subconsultants with regard to the Services may be supplied and made available to the CLIENT, as a matter of courtesy. Data contained in these electronic files are part of the Instruments of Service and shall not be used by CLIENT or anyone else receiving this data through or from CLIENT for any purpose other than as a convenience. The information contained herein is proprietary in nature, and may only be utilized for the identified Project. The electronic files may not be reproduced, sold, distributed, or utilized in any form on other projects without the expressed written permission of CONSULTANT. Be advised that these files are in a format that can be altered by anyone, intentionally or otherwise. Any use or reuse by CLIENT will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT. CLIENT agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against CONSULTANT, its officers, directors, employees, agents or subconsultants that may arise out of or in connection with CLIENT's use of the electronic files.
 17. The CONSULTANT shall have the right to include photographic or artistic representations of the design and construction of the Project among the CONSULTANT's promotional and professional materials. The CONSULTANT shall be given reasonable access to the completed Project to make such representations.
 18. This Agreement may be terminated by either party by at least seven (7) days written notice. If this Agreement is terminated, the CONSULTANT shall be paid for Services performed to the termination notice date including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 20% of the total compensation earned to the time of termination to account for CONSULTANT's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.
 19. If the CLIENT terminates this Agreement for convenience:
 - a. The CONSULTANT and its subconsultants will not be responsible for alterations made in or to the Instruments of Service by anyone other than the CONSULTANT or its subconsultants, or for the use or adaptation of the Instruments of Service by the CLIENT or others without the participation of the CONSULTANT and its subconsultants;
 - b. Any adaptation, alteration, reproduction, or use by the CLIENT or others will be at the CLIENT's sole risk and expense and without liability to the CONSULTANT and its subconsultants;
 - c. Except to the extent prohibited by applicable law, the CLIENT will, before each instance of reproducing or physically transferring the Instruments of Service to others, remove the CONSULTANT's name, logo and other distinguishing marks, and those of the CONSULTANT's subconsultants, and;
 - d. To the fullest extent permitted by law, the CLIENT will release, hold harmless, and will indemnify the CONSULTANT and its subconsultants and will defend the CONSULTANT and its subconsultants using counsel satisfactory to the CONSULTANT, from and against all claims, liabilities, losses, damages, judgments, awards, and costs including, but not limited to, court costs and attorneys' fees, arising from, related to, or in any manner in connection with the CLIENT's or others' use, adaptation, alteration, reproduction, or transfer of the Instruments of Service.
 20. If the Project is delayed or if the Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond the CONSULTANT's reasonable control, the CONSULTANT may, after giving at least seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.
 21. Unless otherwise agreed, CONSULTANT will invoice CLIENT on a monthly basis for the Services or portion thereof rendered in the preceding month. Payment shall be due and payable within ten (10) days of the CLIENT's receipt of each invoice unless otherwise specified in this Agreement. If payment for the Services is to be made on behalf of CLIENT by a third-party lender, CLIENT agrees that CONSULTANT shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for the Services.
 22. The CLIENT shall not withhold amounts from CONSULTANT's compensation to impose a penalty or liquidated damages, or to offset sums requested by or paid to Contractors for the cost of changes in the work.
 23. CLIENT agrees that the monthly invoices from CONSULTANT to CLIENT are correct, conclusive, and binding on CLIENT unless CLIENT, within ten (10) days from the date of receipt of such invoices, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing.
 24. CLIENT agrees to pay a monthly late payment charge of one and one-half percent (1.50%) per month which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. In the event it becomes necessary to bring suit or employ a collection agency to aid in the recovery of unpaid balances CONSULTANT shall be entitled to recover, in addition to the amount of the unpaid balance, all of CONSULTANT's costs and attorney's fees in such collection efforts.
 25. If CLIENT fails to pay CONSULTANT an amount due on an invoice within sixty (60) days after CLIENT's receipt of the invoice, CLIENT agrees CONSULTANT shall have the right to consider such default in payment a material breach of this entire Agreement, and upon written notice, the duties, obligations, and responsibilities of CONSULTANT under this Agreement are suspended or terminated. In such event, CLIENT shall promptly pay CONSULTANT for all fees, charges, and Services rendered by CONSULTANT.
 26. CLIENT agrees that if CLIENT requests services not specified pursuant to the Agreement, CLIENT agrees to pay for all such additional services as extra work and will be billed at the CONSULTANT's current Time and Materials rates and assessed with a 4.8% Standard Reimbursable Rate Charge, unless agreed otherwise in writing.
 27. CONSULTANT may use or rely upon the design services of others, including, but not limited to, contractors, subcontractors, manufacturers, and suppliers.
 28. CONSULTANT shall not be responsible for the acts or omissions of any contractor, subcontractor, manufacturer or supplier, or of any agents or employees or any other persons (except CONSULTANT's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT without consultation and advice of CONSULTANT or in contravention of CONSULTANT's recommendations.
 29. CONSULTANT neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor.
 30. CONSULTANT shall have the authority, but not the responsibility, to reject nonconforming work. The CONSULTANT shall bring any known nonconforming work to the attention of the CLIENT as is reasonably possible.
 31. The CONSULTANT has no stop work authority.
 32. The CONSULTANT has not been retained or compensated to provide design and construction review services relating to the Contractor's job site safety precautions or to means,

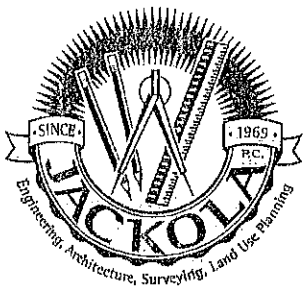


Exhibit 1

Reimbursable Expenses Schedule

Total Fee listed in the Letter of Engagement includes the following cost items that CONSULTANT may incur on the project. Any additional services done on a Time and Material basis will be assessed with a 4.8% Standard Reimbursable Rate Charge (SRRC) to cover the following cost items that CONSULTANT may incur on the project.

- 8.5x11 B&WCopies
- 8.5x14 B&WCopies
- 11x17 B&WCopies
- 12x18 B&WCopies
- 8.5x11 Color Copies
- 8.5x14 Color Copies
- 11x17 Color Copies
- 12x18 Color Copies
- Full Bleed Color
- Heavy Paper Covers
- Clear Covers
- 3 Hole Binding
- Spiral Binding
- Plan Edge Binding
- Wide Format B&W or Color Prints and Copies
 - 36x48
 - 30x42
 - 24x36
 - 18x24
 - Full Bleed Color
- Wide Format B&W or Color Reproducible Prints and Copies
 - Vellum 24x36
 - Mylar 30x42
 - Mylar 24x36
 - Mylar 18x24
 - Full Bleed Color
- Office Administration
- Rendering & Artistic Supplies
- Interior Samples
- Sample Board Supplies
- United States Postal Service Charges
- Fed-Ex & Shipping Charges
- Long Distance Charges
- Mileage Charges (maximum 80 mile radius)
- Markups for Fees, Incidentals and Sub-Consultants
- Flagging Materials
- Survey Monument
- Survey Lathe
- Survey Rebar
- Survey Hubs

(Note: Any fees, incidental costs and sub-consultants fees will be passed through to CLIENT; however, the markups normally associated with such transactions a 16 included in the Total Fee.

Terms and Conditions

- methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and temporary bracing.
33. The parties acknowledge that CONSULTANT's scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), including without limitation the identification, handling, transport, and remediation of Hazardous Environmental Conditions. If CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
34. If due to the CONSULTANT's omission, a required item or component of the Project is omitted from the CONSULTANT's Services, the CONSULTANT shall be responsible for amending the deliverables that are required by the Agreement to include the required item or component, but shall not be responsible for paying the cost required to construct, install or add the required item or component to the extent that such item or component would have been required and included in the original Services. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
35. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
36. Neither the CLIENT nor the CONSULTANT shall delegate his duties, claims, or rights under the Agreement without the written consent of the other.
37. The Agreement shall not be assigned by either CLIENT or CONSULTANT without the prior written consent of the other.
38. The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of CLIENT and CONSULTANT.
39. Unless otherwise specified within this Agreement, the Agreement shall be governed by the law of the State of Montana.
40. Direct Negotiation will be the initial process utilized by CLIENT and CONSULTANT as an attempt to resolve any claim, dispute or other matters arising out of this Agreement. Direct Negotiation will take place at a location agreed by both parties.
41. Any claim, dispute, or other matter arising out of or related to this Agreement not resolved through Direct Negotiation, shall be subject to Mediation as a condition precedent to litigation. Mediation unless the parties agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for Mediation shall be filed in writing with the other party to this Agreement.
42. Should litigation then occur between the two parties relating to the provisions of this Agreement, CLIENT agrees that such litigation is to be brought in the Flathead County District Court, Kalispell, Montana. The parties shall submit any dispute to non-binding mediation as a prerequisite to the filing of any legal proceeding.
43. Both parties agree to waive any claims for consequential damages against the other.
44. Causes of action between the parties to the Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the CONSULTANT's Services are substantially completed.
45. To the fullest extent permitted by law, the CLIENT shall indemnify and hold the CONSULTANT, and the CONSULTANT's officers, employees and subconsultants harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, arising from any claims by third parties related to the design or construction of the Project except if such damage, loss or judgment arises from the sole negligence or willful misconduct of the CONSULTANT.
46. To the fullest extent permitted by law, the total liability in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and independent professional associates, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services, the Project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of CONSULTANT or CONSULTANT's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by CONSULTANT under this Agreement.
47. The Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT regarding the Project and the Services and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.
48. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant set forth in the Agreement shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
49. The Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Agreement may be executed by facsimile, electronic mail, electronically scanned media, PDF format or by any other electronic means intended to preserve the original Agreement, all of which will have the same effect as an original signature.

Substitute Pay Rates

	Columbia Falls		Columbia Falls		Diff %	Columbia Falls Proposed		Diff %	August 2021	
	Current	Permanent				Kalispell	Whitfish		Bigfork	
Teacher - non cert	\$ 90	\$ 215			-139%	\$115	-87%	\$80	\$ 125	\$ 85
Teacher - Bachelor Degree	\$ 95	\$ 215			-126%	\$125	-72%	\$90		
Teacher - Certified	\$ 100	\$ 215			-115%	\$135	-59%			\$ 90
21-75 days	Add \$5					ELIMINATE				
76 + Days	Add \$10					ELIMINATE				
Para-Educator	\$ 14.50	\$ 17.28			-19%	\$15.00	-15%	\$13.00 plus bonus		\$ 11.14
21-75 days	Add \$.25					ELIMINATE				
76 + Days	Add \$.50					ELIMINATE				
Food Service	\$ 14.50	\$ 17.28			-19%	\$15.00	-15%	\$13.00 plus bonus		\$ 11.03
Custodian	\$ 14.50	\$ 18.79			-30%	\$16.00	-17%	\$13.00 plus bonus	\$ 13.65	\$ 12.39
Bus Driver - activity								\$ 21.27	n/a	\$ 17.70
Bus Driver - route	\$ 16.50	\$ 20.24			-23%	\$18.00	-12%	\$ 21.27		\$ 20.00
Substitute Expense										
	FY 2018	FY 2019		FY 2020		FY 2021		FY 2022		
Instructional	\$238,184	\$193,266		\$159,731		\$194,553		\$211,916	2,119	12
Custodial	\$52,189	\$40,914		\$36,197		\$11,803		\$3,681		
Bus Driver	\$15,488	\$20,292		\$13,852		\$11,406		\$7,340		

Substitute Hires

Aug 2022

Teacher

LNAME	FNAME	Teacher
Smith	Lehnora	Teacher or Aide
Allen	Raisa	Teacher or Aide
Salmon	Raphe	Aide
Szalay	Ellen	Teacher or Aide
		Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide

Secretary / Nurse

LNAME	FNAME	Other
		Nurse
		Nurse
		Secretary

Bus Driver

LNAME	FNAME	Other
		Bus Driver
		Bus Driver
		Bus Driver

Hot Lunch

LNAME	FNAME	Other
		Hot Lunch
		Hot Lunch
		Hot Lunch
		Hot Lunch

Custodian

LNAME	FNAME	Other
		Custodian
		Custodian
		Custodian
		Custodian

8/4/2022

2022 Northern Plains Law Conference Bismarck, ND

October 5th-7th 2022

Michelle Swank

Price Cost estimate for travel:

Conference fee: \$225.00

Flight fee: \$716.14

Hotel fee: \$217.80

Approx. Food Fee Allowance: \$94.00

Total cost: \$1252.94