

AGENDA
Board of Trustees
School District Six and Columbia Falls High School District
Regular Board Meeting
Monday, March 20, 2023
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 September 2022 and February 2023 meeting minutes – Pgs. 1-11
 - b. Approval of February bills
 - c. Approval of Investment Reports
 - d. Student Activity Account Transfers – Pg. 12
- 5. Public Participation**
 - a. Student Body Representative
- 6. Reports**
 - a. K-8 Facility Bond Project – Dave Jolly – Pg. 13
 - b. Elementary Report – Pgs. 14-20
 - c. High School Principal – Pgs. 21-23
 - d. Clerk / Business Manager – Pgs. 24-25
 - e. Curriculum Director Report – In Person
 - f. MTSBA Board Report – Trustee Riley – Pg. 26
 - g. Superintendent – Dave Wick
 - h. Board Chair
- 7. Action/Discussion Items:**
 - a. Consideration of Resolution 408 – Elementary District- - Intent to Impose and Increase/Decrease in Levies. – Pg. 27
 - b. Consideration of Resolution 409 – High School District – Intent to Impose and Increase/Decrease in Levies/ - Pg. 28
 - c. Consideration of Resolution 410 – Elementary District Over-Base Mill Levy Election. – Pg. 29
 - d. Consideration of Resolution 411 – High School District Over-Base Mill Levy Election. – Pg. 30
 - e. Approve the cancellation of outstanding warrants. – Pg. 31
 - f. Consideration of the E-Rate Firewall Agreement with Pine Cove. – Pgs. 32-42
 - g. Consideration of the E-Rate Internet Services Provider Agreement with Montana Digital. – Pgs. 43-56
 - h. Consideration of the Independent Contractor Agreement for speech language pathologist services with Virginia Paulson – 2/30/2023 to 6/6/2023. – Pg. 57
 - i. Consideration of the district calendar for the 2023-2024 school year. – Pgs. 58-59
 - j. Consideration of the requested bus route changes. – Pgs. 60-63
 - k. Consideration of the MOU between SD#6 and MSU-Northern providing access to JH facilities to conduct motorcycle safety training. – Pgs. 64-65
 - l. Consideration of the Long Range Planning Committee recommendations regarding the High School HVAC Project:
 - a) Accept Value Engineered HVAC project
 - b) Redesign the project to remove the curtain wall system
 - c) Resolution 412 – Alternative Project Delivery Method – Pgs. 66-69

8. Personnel

a. The superintendent has accepted the following resignations:

Nancy Johnson	Paraeducator – Ruder
Kameki Morris	Paraeducator – Ruder – 3-17-2023
Terri Eckel	Paraeducator – Glacier Gateway – March 21, 2023
Logan Maddelena	First Grade Teacher – Glacier Gateway – February 27, 2023
Taylor Hoots	JH Cross Country Coach – SY 23-24
Holly Ekstrom	JH Science Teacher – Retirement – end of SY 2022-23
Eric Morgan	JH Science Teacher – Retirement – end of SY 2022-23
Dallas Sullivan	JH Math Teacher – Retirement – end of SY 2022-23
Marcy Birdsell	JH Social Studies Teacher – end of SY 2022-23
Jessica Moultray	Payroll Specialist – effective May 31, 2023
Susan Battee	HS Special Educ. Teacher – Retirement – end of SY 2022-23

b. Consideration of the following hiring recommendations:

Emily Houston	SpEd Paraeducator – PT
Christopher Grau	IT Director
Kenneth Little	Hot Lunch Receiving & Shipping/Kitchen Helper
Andrea Rogers	Bus Driver
Kurt Rogers	Bus Driver

c. Consideration of the following substitute hires: - Pg. 70

d. Consideration of the elementary tenure teacher hires for 23-24. – Pgs. 71-72

e. Consideration of the high school tenure teacher hires for SY 23-24. – Pg. 73

9. Miscellaneous and Future Planning:

- Long Range Planning – HS HVAC – March 20, 2023 – 5:00 PM
- Health Insurance Committee – March 22, 2023 – 4:00 PM
- Deadline for Trustee nominating petitions – March 23, 2023
- Special Meeting to review superintendent candidate applications – March 23, 2023 – 5:00 PM
- Mail ballots sent – April 17, 2023
- Superintendent interviews – First week in April
- GR Recruiting site visit – April 10

10. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, April 17, 2023, in the School District Six Board Room**

REGULAR MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
SEPTEMBER 12, 2022

The Regular Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, September 12, 2022, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

Jill Rocksund..... Board Chair
Dean Chisholm..... Vice Chair
Barbara Riley Trustee
Justin Cheff..... Trustee
Heather Mumby Trustee
Keri Hill Trustee
Wayne Jacobsmeyer Trustee
Casey Heupel Trustee
Dave Wick..... Superintendent of Schools
Dustin Zuffelato Business Manager/Clerk

Board Chair Jill Rocksund called the meeting to order at 6:11 P.M.

CALL TO ORDER

Motion by Heupel, second by Riley, to approve the agenda as presented. Motion passed 8-0.

APPROVE AGENDA

Motion by Riley, second by Jacobsmeyer, to approve the consent agenda as presented:

APPROVE CONSENT
AGENDA

-Approve August bills.

-Approve investment reports.

Passed 8-0

Public Participation:

PUBLIC
PARTICIPATION:

High School student body president Jonathan Blankenship presented the recent proceedings of the student council. Chair Rocksund recommended resuming the Student on Board program.

The respective building Principals introduced the new teachers hired for the 2022/23 school year.

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

Joe O'Rourke informed the Board that he recently met with two of the County Commissioners regarding the County Election Department to conduct the School District elections. He noted the meetings were discouraging citing this was not something the Commissioners were fully aware of and not something that they had discussed much in the recent past.

Board Chair Rocksund requested District Clerk Dustin Zuffelato provide an update. Mr. Zuffelato informed the Board that he recently met with Kalispell School District Clerk –Denise Williams, the Elections Department Director Monica Eisenzimer and Clerk and Recorder Debbie Pierson. The County will deny the request to conduct School District elections citing a software conversion and redistricting. They are preparing to conduct these elections commencing in 2025-likely bracing for State legislative changes mandating the County to conduct these elections. In the meantime, the County has offered the use of their electronic ballot tabulating machine to mitigate hand counting ballots. The County will continue to help check-in ballots by verifying signatures and keeping record of the all the ballots cast. The District will continue to

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communicate with the County Election Department to use them as a resource to maintain the integrity and accuracy of the election process and procedures.

There was no additional public participation.

REPORTS:

Reports:

Dave Jolly, Owners Representative, described the recent progress of the K-8 Facility Bond Project. The Ruder Elementary project has reached substantial completion. Glacier Gateway is scheduled to be dried-in within two weeks to ensure the interior temperature can hold the appropriate temperature to complete the interior work.

Written reports were submitted to the Board detailing the activities within the various schools of the Elementary District.

Jon Konen, High School Principal, submitted a written report to the Board. The enrollment is currently 706 as compared to 651 last year.

Dustin Zuffelato, Business Manager/Clerk, provided the Board with a written report.

Trustee Riley provided the recent proceedings of the Montana School Boards Association (MTSBA).

Curriculum Director, Mark McCord, provided the Board with a written report.

The Special Services Director Michelle Swank provided the Board with a written report. The District is serving 346 students with disabilities as compared to 311 in the prior year.

Superintendent Dave Wick provided the Board with a written report. Mr. Wick provided an enrollment update. As compared to June 2022, enrollment is consistent for the two elementary schools and the junior high but up approximately 50 students at the High School.

ACTION/DISC.
ITEMS:

MOTION TO APPROVE
THE RENEWAL OF
AGREEMENT TO FUR-
NISH MEALS DAILY TO
DEER PARK ELEM.

Action/Discussed Items:

The Board considered renewing the agreement to provide approximately 60 lunch meals to Deer Park Elementary on a daily basis during school year 2022/23.

Motion by Mumby, second by Riley, to renew the agreement with Deer Park Elementary to furnish meals on a daily basis during school year 2022/23. Passed 8-0

The Board considered an agreement to provide transportation services to Helena Flats School District. A student residing within the Helena Flats School District would utilize Bus 26 to be transported to the Crossroads school.

Motion by Mumby, second by Riley, to approve the Memorandum of Agreement for Transportation Services with Helena Flats School District for school year 2022/23. Passed 8-0.

The Board considered sharing services of a speech language pathologist with Helena Flats School District during school year 2022/23.

Motion by Riley, second by Mumby, to approve the shared resources contract with Helena

MOTION TO APPROVE
THE MOA FOR
TRANSPORTATION
SERVICES WITH
HELENA FLATS

MOTION TO APPROVE
SHARED RESOURCES
CONTRACT WITH
HELENA FLATS
SCHOOL

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Flats School District for speech language pathologist services during school year 2022/23.
Passed 7-0

The Board considered the Drivers Education Program. The District did not conduct a program during school year 2021/2022 primarily because there were no instructors. New teacher Peregrine Frissell has offered to lead the program during the current school year. The number of students served will be limited to 15 per class as he will be primarily operating the program alone. He plans to conduct three classes during the current school year – October – April – and June. Previous driver's education instructor Jessie Schaeffer has offered to mentor Mr. Frissell. The District recommends increasing the class fee from \$225 to \$275 per student to cover the anticipated costs for the upcoming classes.

Motion by Chisholm, second by Jacobsmeyer, to increase the driver's education class fee to \$275 effective for the 2022/23 school year. Passed 8-0

MOTION TO APPROVE
AN INCREASE TO
DRIVERS EDUCATION
CLASS FEE

The Board considered establishing a new student activity account for the staff to conduct fundraisers to support the students and community.

Motion by Mumby, second by Hill, to establish student activity account #345 – Glacier Gateway Casual for a Cause. Passed 7-0

MOTION TO
ESTABLISH STUDENT
ACTIVITY ACCOUNT
#345

The Long Range Planning Committee conducted a meeting on September 1, 2023 to consider the High School HVAC Project. The alternate project delivery method would take approximately two months to procure a general contractor based on requirements within state statute. This would take the same amount of time than if the engineer devised construction bid specification documents and bids were solicited. The Board will still have many options available if the project is sent to bid as project scope alternates can be designed. The Committee discussed the benefits of a fixed contract during a period of construction material price fluctuations as a result of supply chain constraints.

Motion by Mumby, second by Riley, to approve the Long Range Planning Committee recommendation to procure the general construction contract for the High School HVAC project as a fixed bid model as defined within state procurement statutes. Passed 8-0

MOTION TO APPROVE
THE LRP COMMITTEE
RECOMMENDATION

Personnel:

The Board acknowledged the following resignations accepted by the Superintendent: Jenee Sweeney - Paraeducator, Austin Barth- Junior High Football Coach, Wendy Plummer – Hot Lunch Helper, Rachael Clemens-Paraeducator, Chad Green – Football Coach, and Chris LePiane – Paraeducator.

PERSONNEL:

Motion by Riley, second by Hill, to approve the following Elementary District hiring recommendations: Terry Chad Green- Junior High Football Coach, Ellie Green – Junior High Soccer Coach, Niels Getts – Junior High Soccer Coach, Kirawen Luscher – Junior High Volleyball Coach, Kelsey McFadden – Junior High Volleyball Coach, Camberia Harwood – Junior High Cross Country Coach, and Mackenzie Roberts - Teacher. Passed 7-0

MOTION TO APPROVE
THE ELEM. HIRING
RECOMMENDATIONS

Motion by Heupel, second by Riley, to approve the following High School/District-Wide hiring recommendations: Katherine Slater – Bus Driver, Heidi Wolf – Hot Lunch Helper, Derek Anello – Utility Maintenance floater, Sharon Dunigan – part-time Custodian, and Austin Barth – High School Football Coach. Passed 8-0

MOTION TO APPROVE
THE HS/DISTRICT-
WIDE HIRING
RECOMMENDATIONS

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MOTION TO APPROVE
THE SUBSTITUTE
HIRING
RECOMMENDATIONS

Motion by Riley, second by Hill, to approve the substitute hiring recommendations. Passed 8-0

MOTION TO APPROVE
THE OUT OF STATE
TRAVEL REQUEST
FOR BECKY BATES

Motion by Riley, second by Mumby, to approve the out of state travel request for teacher Becky Bates to Atlanta Georgia to attend the Jumpstart financial literacy conference, November 4-6, 2022. Passed 8-0

MISC & FUTURE
PLANNING:

Miscellaneous and Future Planning:

Health Insurance Committee Meeting September 15, 2022 4:00 P.M.

Regular Board Meeting October 10, 2022 6:00 P.M.

The Board discussed the need to conduct a Policy Committee meeting.

EXECUTIVE SESSION"

Executive Session:

Board Chair Rocksund called the meeting into executive session to discuss litigation strategy at 7:47 P.M.

Open Meeting resumed at 7:53 P.M.

MEETING ADJOURNED

As there was no further business to come before the Board, Chair Rocksund adjourned the meeting at 7:54 P.M.

Board Chair

Business Manager/Clerk

WORK SESSION
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
FEBRUARY 27, 2023

A Work Session Meeting of the Board of Education of School District Number Six was held at 6:00 P.M. Monday, February 27, 2023, in the boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

Jill Rocksund Board Chair
Dean Chisholm Vice Chair
Barbara Riley Trustee via Zoom
Heather Mumby Trustee via via Zoom
Wayne Jacobsmeyer Trustee
Justin Cheff Trustee
Keri Hill Trustee
Casey Heupel Trustee
Dave Wick Superintendent of Schools
Dustin Zuffelato Business Manager/Clerk

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

CALL TO ORDER

Motion by Heupel, second by Hill, to approve the agenda as presented. Passed 7-0

APPROVE AGENDA

Trustee Riley joined the meeting via zoom at 6:06 P.M.

Public Participation:

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

PUBLIC PARTICIPATION:

There was no public participation. There were three members of the public attending the meeting in person.

Action/Discussed Items:

ACTION/DISCUSSION ITEMS:

The Board considered an agreement to renew and upgrade the District's fiber optic wide area network. The proposed service was bid through the federal E-Rate program. The term of the proposed agreement is three years. The contract depicts the new circuit to the Administration Building will be installed within 140 days of executing the agreement. The E-Rate program affords the District a 70% discount on the proposed service price. The cost is \$4,180 per month and represents an additional \$7,056 over the term of the agreement as compared to the current service price.

Motion by Jacobsmeyer, second by Cheff, to approve the wide area network agreement with Unite Private Network for the three-year term February 2023-2026. Passed 8-0

MOTION TO APPROVE NETWORK AGREEMENT WITH UNITE PRIVATE NETWORK

The Board considered an addendum to the Buy-Sell Agreement with Ruis Gateway LLC related to the sale of the old Glacier Gateway Elementary. The addendum extends the term to close beyond the 60 day post certificate of occupancy of the new building to allow the District to relocate utilities from the old school that are serving the administration building.

Motion by Heupel, second by Mumby, to approve the addendum to the Purchase and Sale Agreement with Ruis Gateway LLC. Passed 8-0

MOTION TO APPROVE ADDENDUM TO THE PURCHASE AND SALE AGREEMENT WITH RUIS GATEWAY LLC

The Board considered a Resolution authorizing the closing of the sale of the Glacier Gateway

WORK SESSION
FEBRUARY 27, 2023
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MOTION TO APPROVE
RESOLUTION 412

Elementary to Ruis Gateway LLC. Vice Chair Chisholm noted the Title company recommended the contents of the resolution.

Motion by Mumby, second by Cheff, to approve Resolution 412 – Authorizing the closing of the sale of Glacier Gateway Elementary building to Ruis Gateway LLC allowing Board Chair or Vice Chair to execute the closing documents. Passed 8-0

STUDENT ACADEMIC
DATA PRESENTATION

The District administrative team presented and reviewed student academic data. Superintendent Dave Wick presented samples of the standardized tests. Mr. Wick described why schools should not be judged by standardized tests. Each Principal presented data from their respective students.

MISC/FUTURE
PLANNING

Miscellaneous and Future Planning:

Special Meeting – HS HVAC Project – March 7, 2023 6:00 P.M.

Special Meeting – Superintendent candidate Profile – March 14, 2023 5:00 P.M.

Regular Board Meeting - March 20, 2023 6:00 P.M.

Superintendent candidate forum – March 23, 2023 5:00 P.M.

MEETING
ADJOURNED

As there was no further business to come before the Board Chair Rocksund adjourned the meeting at 8:29 P.M.

Board Chair

Business Manager/Clerk

REGULAR MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
FEBRUARY 13, 2023

The Regular Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, February 13, 2023, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

- Jill Rocksund.....Board Chair
- Dean Chisholm.....Vice Chair
- Justin Cheff Trustee
- Keri Hill Trustee
- Casey Heupel Trustee
- Barbara Riley Trustee
- Wayne Jacobsmeyer..... Trustee
- Heather Mumby Trustee
- Dave Wick.....Superintendent of Schools
- Dustin Zuffelato.....Business Manager/Clerk

Chair Rocksund called the meeting to order at 6:00 P.M.

CALL TO ORDER

Motion by Riley, second by Hill, to approve the agenda as presented.
Motion passed 8-0.

APPROVE AGENDA

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

APPROVE CONSENT
AGENDA

- Approval of January Bills
- Approval of Investment Reports
- Student Activity Account Transfer

Passed 8-0

Public Participation:

Approximately five (5) people participated in the meeting remotely via Zoom. Approximately twenty (20) people attended the meeting in person.

PUBLIC
PARTICIPATION:

Student Body Representatives and Freshman Class Officers provided an update regarding activities in the High School during the months of January and February.

Chair Rocksund requested public participation on any agenda or non-agenda items. Community member, Chuck Territo, expressed concern regarding meeting minutes not being available when asked. He also shared a quote by Thomas Paine. There was no additional public participation.

Reports:

REPORTS:

K-8 Facility Bond Project – Owners Representative Dave Jolly provided an update. Jackola Engineering will provide concept drawings of the relocatable buildings moved to the High School ball fields, which will be repurposed as concession stands/restrooms. Bids for the High School HVAC system are due February 14, 2023. Updates on Glacier Gateway School: The architect will be working on getting the PreK playground built, the demolition of the north end of the old school is on schedule to commence March 6, 2023, and Swank will start working on landscaping when the weather breaks and looking at April to start on the pavement. The administration building's utility connections are being completed and Flathead Electric is

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scheduled for Wednesday, February 15, to change the electricity over. Also, on pace to be done is the gas line. Ruder is wrapping up commissioning; plumbing and HVAC will have a final review. The old Glacier building will be conveyed to Ruis on February 15, 2023. The fiber optic WAN connection will require an easement until a new circuit serving the administration building can be constructed via the federal E-rate Program. Superintendent Wick added that some remaining projects associated with the K-8 facility is the PreK playground at Ruder.

The Elementary School Principals provided the Board with written reports. Glacier Gateway has added twenty (20) more students since the opening of the new school. Nurse Dawn Lorenzen, from Ruder, presented to staff how to administer first aid and emergency care. The Junior High has been focusing on Data Driven Dialogue during early out Wednesdays.

High School Principal, Jon Konen, provided the Board with a written report. Trustees would like to conduct a meeting for Students on Board in either February/March and again in May.

District Business Manager/Clerk provided the Board with a written report. Mr. Zuffelato mentioned that along with the new chairs in the board room, that there will be new tables coming and possibly audio/video equipment. The Ruis Transaction is scheduled to close in February. Proceeds from the sales of the building will go toward the concession stands at the football field and other needs. The spring count for ANB was submitted to OPI on their new program. Enrollment in grades 9 and lower are all over 150 students.

Special Education Director, Michelle Swank, provided the Board with a written report.

Curriculum Director, Mark McCord, provided the Board with a written report. The District is looking to replace both Math and Reading curriculum by the end of next school year.

Trustee, Barb Riley, handed out a written report containing updated issues from MTSBA. There has not been a board meeting since her last report.

Superintendent Dave Wick stated that the District is maintaining steady enrollment since last fall. Items from the old Glacier Gateway went up for auction in January. HB 235 is being discussed in the State Legislature and states fact only science and no science theory will be taught in schools. There is a bill to prevent districts from discipline for certain types of harassment that will go against Title IX and certain policies. A proposed bill regarding Indian Education for All would require the district to provide additional reports.

Action/Discussed Items:

Resolution 406, stating that the Elementary School District will hold the Annual Regular School Election on Tuesday, May 2, 2023. Community Member, Judy Territo, talked about observing the counting process during last year's election and wondered why the District does not use public poll voting and only relies on mail-in ballots. Chair Rocksund explained how the process for absentee ballots is already in place and that many voters prefer mail-in voting. Clerk Zuffelato said that history has shown that the voter turnout is greater with a mail-in ballot versus poll voting. The County will scan and verify signatures on all incoming envelopes; the District will use the County's tabulating machines to count votes. Chair

ACTION/DISCUSSION
ITEMS:

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Rocksund noted that the Board will revisit the election in March by setting the levy amount or cancelling the levy election.

Motion by Chisholm, second by Mumby, to approve Resolution 406 as written. Passed 7-0.

MOTION TO APPROVE
RESOLUTION 406

Resolution 407, the High School School District will hold the Annual Regular School Election on Tuesday, May 2, 2023. Motion by Mumby, second by Riley to approve Resolution as written. Passed 8-0.

MOTION TO APPROVE
RESOLUTION 407

Clerk Zuffelato discussed the mail ballot plan for the May 2, 2023, annual election. Timeline step number six (6) has a date change to April 17, 2023, to allow a little more time to get ballots in the mail. Trustee Mumby mentioned that the cost of postage needs to be changed from fifty-eight (58) cents to sixty-three (63) cents. Motion by Riley, second by Heupel, to approve the mail ballot plan for the May 2, 2023, trustee election with the changes in date of ballots being available and mailing price. Passed 8-0.

MOTION TO APPROVE
MAIL BALLOT PLAN
FOR MAY 2, 2023
TRUSTEE ELECTION

Vice Chair Chisholm reviewed the Memorandum of Understanding (MOU) between the School District and Columbia Falls High School Baseball Association. The pay rate for coaches is a negotiated term with the Union and needs to be either taken out or have an added statement that approval of salary is contingent on union negotiations. The baseball association is scheduled to cover all costs for the next three years, but future boards should have a plan in place in case the association asks the District to fund costs after three years. Community Member, Judy Territo, stated that the District should give the parents the responsibility to fundraise and drive athletes to events. Union President, Paula Koch, asked if the contract is null and void after the three years. Superintendent Wick mentioned that other club sports lasted longer than three years before becoming school funded. Motion by Riley, second by Hill, to approve the MOU between School District No. 6 and the High School Baseball Association with changes to the coaches' salaries not being defined as part of the collective bargaining agreement. Passed 8-0.

MOTION TO APPROVE
MOU BETWEEN SD6
AND THE HS BASE-
BALL ASSOCIATION

Motion by Riley, second by Cheff, to approve the Commercial Sublease Agreement with the Columbia Falls Baseball Association to use the Sapa-Johnsrud Memorial Field for high school baseball activities. Passed 8-0.

MOTION TO APPROVE
COMMERCIAL SUB-
LEASE AGREEMENT
TO USE THE SAPA-
JOHNSRUD
MEMORIAL FIELD

Motion by Riley, second by Mumby, to approve the Health Insurance Committee recommendations. Specifically, the service agreement between School District No. 6 and It Starts With Me; the EBMS Administrative Services Agreement Amendments #3, #4, and #5; and to approve the Over-the-Counter COVID-19 Testing Resolution in one motion as reported. Passed 8-0

MOTION TO APPROVE
INSURANCE
COMMITTEE
RECOMMENDATIONS

The Board discussed the renewal of membership with the Montana School Board Association from July 1, 2023, to June 30, 2024. Vice Chair Chisholm mentioned that the dues we pay and the money the District saves on workers compensation insurance policies is worth it. Motion by Heupel, second by Cheff, to approve and renew membership with MTSBA. Passed 8-0.

MOTION TO APPROVE
THE RENEWAL OF
MTSBA MEMBERSHIP
FOR SY 23-24

Board Chair Rocksund discussed her findings in comparing services and pricing between Montana School Board Association (MTSBA) and the Gary Ray Group for assisting in the new superintendent search. The Gary Ray Group has been used by bigger school districts in Montana such as Billings and Whitefish, and has more of a national outreach. MTSBA has three (3) platforms for advertising and seems to be used mostly by Class B and C schools around

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MOTION TO APPROVE
THE HIRE OF GARY
RAY GROUP TO
FACILITATE THE
SUPERINTENDENT
RECRUITMENT
PROCESS

Montana. Trustee Riley would like to add more on-site visits within the Gary Ray Group contract proposed. Motion by Mumby, second by Hill, to approve the Gary Ray Group to facilitate the superintendent recruitment process with the contingent for one more negotiated on-site visit. Passed 7-1. No-Riley.

Clerk Zuffelato discussed the need to increase the cost of Drivers' Education Fees from \$275 to \$300 per student to keep up with inflation and other school districts in the valley. Motion by Mumby, second by Heupel, to approve the increase of drivers' education fees to \$300. Passed 8-0.

There was discussion on the consideration to change the dates of the March and April Regular Board Meetings. Community Member, Joe O'Rourke, mentioned that April 17, 2023, is the same day that ballots are mailed out. Vice Chair Chisholm may have a conflict and Trustee Riley will need to Zoom in for part of the meeting. Motion by Heupel, second by Riley, to change the dates of the March meeting from March 13 to March 20, and the April meeting from April 10 to April 17. Passed 8-0.

Superintendent Wick discussed the need to change the last day of school from June 7 to June 6, 2023, to have the appropriate number of pupil instruction days. A Community Member in the audience mentioned that the half days are difficult on parents when they must pick up their children two hours after dropping them off at school. Motion by Mumby, second by Jacobsmeier, to approve the proposed calendar changes for the 2022-2023 school year. Passed 8-0.

PERSONNEL:

Personnel:

The Board acknowledged the following resignations previously accepted by the Superintendent: Camille Warren – Ruder Teacher, Adam Jeffrey – Ruder Custodian, Amberly Jeffrey – Glacier Gateway Special Education Para, Hannah Riley – High School English Teacher and Yearbook Advisor, Willow Moran – Freshman Class Advisor, Jessie Schaeffer – High School PE/HE Department Chair, Jenny Lovering – Senior Class Advisor.

MOTION TO APPROVE
ELEM DISTRICT
HIRING
RECOMMENDATIONS

Motion by Chisholm, second by Riley, to approve the following Elementary District hiring recommendations: Rebecca Sorensen – Glacier Gateway Special Education Para, Kenneth Weese – Junior High Special Education Para, David Hon – Junior High Special Education Teacher, Tary Middlesworth – Junior High Girls Basketball Coach. Passed 7-0.

MOTION TO APPROVE
HS/DISTRICT-WIDE
HIRING
RECOMMENDATIONS

Motion by Heupel, second by Riley, to approve the following High School/District Wide hiring recommendations: James Mikkelson – Bus Driver, Scott Corbett – High School Assistant Baseball Coach, Shannon Freiheit – High School Special Education Paraeducator, Amanda Piilola – High School Learning Strategies and Student Support Tutor. Passed 8-0.

MOTION TO APPROVE
THE SUBSTITUTE
HIRING
RECOMMENDATIONS

Motion by Mumby, second by Riley, to approve the substitute hiring recommendations. Passed 8-0.

Vice Chair Chisholm started a discussion regarding High School Teacher Erin Quintia's leave of absence request. The request does not quite fit into any district policies for approval and if approved, then precedent may be set for future cases. This request is lining out criteria for future decisions. Chair Rocksund reviewed the definition of sabbatical leave, which this leave request does not quite fall under. Trustee Jacobsmeier mentioned how this is a tough time to

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fill positions. Trustee Heupel stated that an approval could cause other employees to want a break too and that consistency for kids is important. Union President Paula Koch would like the Board to be careful of pointing out “quality” versus “non-quality” employees. Erin Quintia also had a chance to discuss why she is requesting the leave of absence and the timing of the leave. Motion by Chisholm, second by Hill, to approve the extended leave of absence request for Erin Quintia for School Year 2023-2024 to travel the US with her family. Failed 1-7. Yes-Chisholm.

MOTION TO APPROVE
LEAVE OF ABSENCE
REQUEST FOR ERIN
QUINTIA

Motion by Mumby, second by Riley, to approve the Out-of-State Travel Requests for Diane Marsh to attend a conference in Pennsylvania and Jaimie’ Bell to attend the AP Summer Institute in Idaho. Passed 8-0.

MOTION TO APPROVE
OUT OT STATE
TRAVEL REQUESTS

Miscellaneous and Future Planning:

- High School HVAC Bid Opening: February 14, 2023 – 4:00 p.m.
- Long Range Planning Committee Meeting: February 21, 2023 – 5:00 p.m. – Could be done as a Zoom meeting.
- Finance Committee Meeting – February 27, 2023 – 5:00 p.m.
- Work Session: February 27, 2023 – 6:00 p.m. – There will be one (1) action item to consider on the High School HVAC System.

MISC/FUTURE
PLANNING

As there was no further business to come before the Board, Chair Rocksund adjourned the meeting at 8:42 p.m.

MEETING
ADJOURNED

Board Chair

Business Manager/Clerk

Columbia Falls K-8 Construction Project
Project Budget
February 28, 2023

Revenue:	Budget	Revenue	Revenue	Budget
		Month-to-Date	Project-to-Date	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)	-
Sale of Surplus Property	5,000	2,020	6,098	1,098
Interest on bond proceeds	450,000		464,657	14,657
	41,986,715	2,020	42,002,469	15,754

Expenses:	Budget	Expenses	Expenses	Budget	YTD Spent
		Month-to-Date	Project-to-Date	Balance	% of Budget
Owner's Rep	449,748	9,400	351,891	97,857	78.24%
Architect & Engineering Ruder	883,622		885,903	(2,281)	100.26%
Architect & Engineering Glacier Gateway Elementary	1,767,240	15,240	1,763,314	3,926	99.78%
Architect & Engineering Multi Use Sports Fields	39,680		29,500	10,180	74.34%
Architect & Engineering Junior High Safety and Security	18,500		18,500	-	100.00%
Architect & Engineering-Reimbursables	10,000	283	8,280	1,720	82.80%
Architect & Engineering-Additional Services	257,342	880	229,036	28,307	89.00%
Construction - Multi-Use Sports Fields	1,002,009		985,606	16,403	98.36%
Construction - Ruder Addition and Remodel Phase One	3,777,040		3,767,822	9,218	99.76%
Construction - Ruder Addition and Remodel Phase Two	7,086,350		7,036,705	49,645	99.30%
Construction - Glacier Gateway Elementary	21,970,000	111,843	19,918,542	2,051,458	90.66%
Construction - Glacier Gateway Elementary Change Orders to De	841,053		657,235	183,818	78.14%
Construction - Jr. High Safety and Security	185,263		187,547	(2,284)	101.23%
Playground equipment-Ruder	180,000		181,832	(1,832)	101.02%
Playground equipment-Glacier Gateway	173,069		112,827	60,242	65.19%
Technology (classroom technology)	650,000		604,143	45,857	92.95%
Furnishings & Equipment - Multi Use Fields	110,000		107,227	2,773	97.48%
Furnishings & Equipment - Ruder	390,000	13,791	385,453	4,547	98.83%
Furnishings & Equipment - Glacier Gateway	1,006,871	79,346	841,450	165,421	83.57%
Soils & Geotech	40,000		37,930	2,070	94.83%
Hazardous Material Assessment	10,000		10,015	(15)	100.15%
Building Permits	128,000		128,000	-	100.00%
Impact Fees	1,000		586	414	58.60%
Utilities	150,000	11,275	141,745	8,255	94.50%
Site Surveys-LPW	19,200		20,300	(1,100)	105.73%
Materials Testing	60,000		41,026	18,974	68.38%
Moving Costs	50,000	12,677	50,566	(566)	101.13%
Commissioning	125,617	27,732	88,021	37,596	70.07%
Election Costs/Legal Fees	30,000		30,655	(655)	102.18%
Bond Issuance Costs	125,000		121,868	3,132	97.49%
	41,986,604	282,467	38,743,524	3,243,079	92.28%

March Board Report

Ruder Enrollment: 563

Attendance: 91.62%

We have had after school tutoring for the past 3 months. Students attend every Tuesday and Thursday after school until 3:30. We have had approximately 30 students attending on a regular basis.

Third grade students have been having free swim lessons at the Wave. We appreciate this opportunity that the Wave offers our students every year. Third grade students will also be learning about bike safety during their HE classes. We are going to wait until the fall, though, for their bike ride. Hopefully by then, the weather will be better and they will have more time to practice.

We are starting our annual SBAC testing this week. Fifth grade will be taking their ELA portion of the test on Tuesday and Wednesday. All students in third through fifth grade have been taking various interim assessments. This has really helped students become more comfortable with the format of the test and how to use some of the tools. We hope that this will help ease their anxiety and help improve their score. We will be done testing the last week of April.

The students were super excited when the high school students came for the Bleed Blue assembly. We appreciate the various groups sharing their talents and exemplifying what it means to be a CFHS student.

We held our annual Great Brain/Science Fair the first week of March. Over 40 students participated. Each student that does a project must first do their presentation with their class and then judges are brought in for them to again do their presentation. We had two students take their Science Fair project to the county Fair where they placed grand champion and reserve grand champion.

Mrs. Christensen has been meeting weekly with our high achieving/gifted students to work on various projects. Currently, she has a student teacher and meets with all grades on a daily basis for the next few weeks. She is teaching some advanced math and enrichment activities.

School Board Report for March 2023
Glacier Gateway Elementary School

February was I Love to Read Month and Glacier Gateway Staff had a variety of activities to support the development of reading for entertainment. We participated in theme Fridays, book bingo, guest readers, reading for Silverwood tickets, and read-ins.

Flathead County Science Fair Results:

Glacier Gateway was well represented at the Flathead County Science Fair and brought back many awards as well as knowledge.

3rd Grade Biological Experiment (out of 6)

Jack Tigie GG - Reserve Champion (Revealing DNA)

Adelyn Danley GG - Reserve Champion (Whitening Toothpaste)

3rd Grade Physical Experiment (out of 13)

Natalie Raymond GG - Grand Champion (A Simple Electric Motor) + Energy Award

Vincent Metallo GG - Reserve Champion (Vinnie's Egg Drop)

Ava Jones GG - Reserve Champion (How Many Pennies?)

Kaia Kane GG - Reserve Champion (Floating Eggs)

4th Grade Demonstration/Model/Collection (out of 3)

Chloe Luce GG - Reserve Champion (Cat Genes)

4th Grade Biological Experiment (out of 3)

Owen Grace GG - Reserve Champion (Water Me Weirdly) + Plant Award and Nature Award

4th Grade Physical Experiment (out of 17)

Cason Bost GG - Grand Champion (Gears)

Myka McMullin GG - Grand Champion (Muffin Man)

Frieda Watstein GG - Grand Champion (Moo to You)

Howard Fullerton GG - Grand Champion (Which Playground is Coldest?)

5th Grade Physical Experiment (out of 19)

Josey Hackethorm GG - Grand Champion (Snowpack Science)

Kyla Raymond GG - Grand Champion (Boba and Beyond)

Jillian Goodsell GG - Reserve Champion (Magic of PH)

Carlamarie Seal GG - Reserve Champion (Boba Ball Invasion)

Attendance for the Month of February

K - 89%

1 - 92%

2 - 92.2%

3 - 90.3%

4 - 89%

5 - 91.5%

Glacier Gateway Celebrating Dr. Seuss Day with Green Eggs and Ham breakfast and a Dr. Seuss Read-a-thon.

Building Leadership Teams have been working on updating trauma kits, new building expectations, safety supports for staff and students, and continuing to build a learning culture and environment.

April 11th we will host our Spring Art walk. We are teaming with PTO to offer dinner, art activities, and our annual bully parent survey.

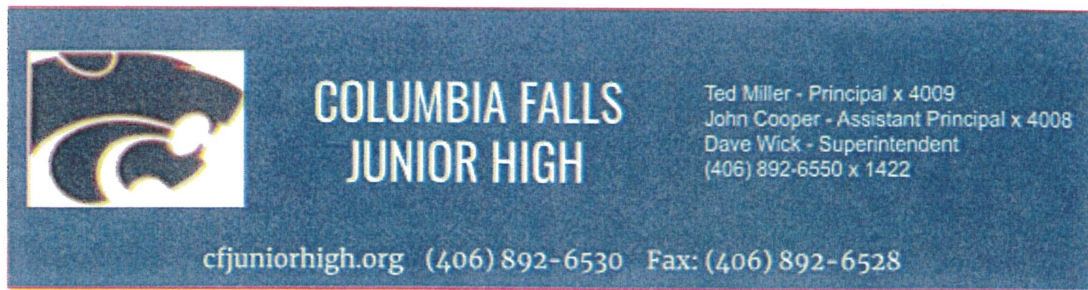
WILDCAT PRIDE ASSEMBLY

Student's nominated and celebrated for being independent learners.



Students Celebrating attendance awards





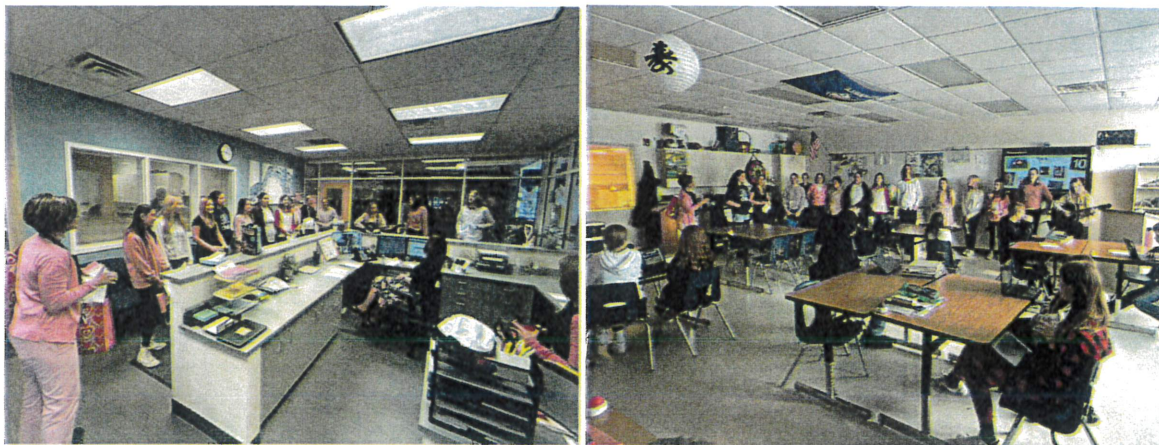
CFJH March Board Report
Monday, March 20th, 6:00 pm

Vaping

We are experiencing an increased use of vaping at the junior high. This has become an epidemic and is a huge concern. In an effort to be proactive we provided the school community with information to educate them about vaping and what we are doing to address the issue. At CFJH, we are addressing vaping and substance abuse by: Educating students in our Health and Physical Education Classes, holding assemblies to educate students on the effects of vaping, increasing detection devices and supervision in certain areas, and putting up signage to educate our students and deter them from vaping. We also have a clear school policy prohibiting the use of any tobacco or vapor products that includes severe consequences.

Singing Valentines

The 7th & 8th grade choir students, for the first time ever at CFJH, sold Singing Valentines! The choir group did a great job as they performed throughout the school on Valentines Day. It was a huge success and the singers were able to showcase their talents and spread some positivity! This was conducted as a fundraiser for the choir program.



Winter Dance

We held a Winter Dance for 7th & 8th grade students on February 17th. There was 188 students in attendance! It was a fundraiser for our band program and student council. There was a DJ and concession stand. It was a huge success! We have found dances to be a great fundraiser for many of our programs.

Music Festivals

This last month has been a time for music! Our Advanced Choir comprised of 7th & 8th graders went to Polson on February 24th for the Western Montana Choir Festival. They joined many schools from Western Montana to learn from great teachers, collaborate with students from other schools, and end the day with a performance. It was a great experience for our students and we look forward to participating again!

Our 7th & 8th grade Jazz Band has been busy! They performed in the Kiwanis Jazz night at CFHS. They traveled to the Buddy DeFranco Festival at the University of Montana. Students attended many clinics and learned a lot. They also played with many other jazz bands from around the region. It was an excellent event and wonderful for our students! The Honor Band and select 8th graders went to Whitefish PAC. Another great opportunity to showcase our students!

Scheduling

We have started to look at our schedules for next year. We hope to add a couple of classes to the 7th & 8th grade schedules to offer an alternative for students who do not want to take choir or band. This will also alleviate some of our large classes that are over 50 students! Classes that are that large makes it difficult to work closely with students and make a lot of growth. We are also looking at changing the structure of our 6th grade keyboarding a bit to add a media education component. We will be asking for more teacher feedback as we have just begun the scheduling process.

Observations

All the informal observations are completed for the Spring. The formal observations are underway and will be completed by mid April. We have an excellent teaching staff and it is a great experience to be able to observe them, collaborate, and grow as professionals.

MTSS Team

We are currently working on our school MTSS Handbook and putting it together. Also, the team has updated our "staffing form" and process. The staffing is to identify students in need of extra support and how we can best serve them. We meet to discuss what is currently being done, give new ideas, and then reconvene to determine if the ideas were successful or if we need to provide different interventions. The forms are more user friendly now, the process is smoother for teachers to understand, and we make sure we have collected enough data to support the student and make decisions.

Supaman Assembly

Wow! We had an awesome assembly with Supaman! His positive message of respect, honor, kindness, and love was fantastic. He also told our students to believe in themselves and not to judge others. It was a great experience for all!

Supaman is a member of the "Apsaalooke Nation" and makes his home on Apsaalooke lands in Montana. "Supaman" Is Christian Takes Gun Parrish, a Native American dancer and innovative hip hop artist who has dedicated his life to empowering and spreading a message of hope, pride and resilience through his original art form. Supaman's one of a kind presentation combines

Native culture, comedy and urban hip hop culture which dazzles audiences and captivates listeners.



Bleed Blue

What a fantastic Bleed Blue Assembly today! It was awesome to have the Sonifers, Drumline, Pep Band, Cheerleaders, and Bleed Blue Team perform and deliver a very positive message! Thank you for teaching us what it means to be a Wildcat at CFHS!



8th Grade H.S. Placement & Registration

Our teachers have finished their 8th grade placement recommendations as those students transition to the high school. They recommend what levels students should be placed in for reading, math, and Spanish. The 8th graders received a presentation from the high school counselor Mr. Crandell. He discussed the high school registration process, answered questions, and passed out registration materials for students to take home. Our students are asking a lot of our teachers for assistance and recommendations on which classes to sign up for as they near the registration deadline. There was also a parent meeting held at the high school to educate families on the process.

Student Enrollment

Enrollment 533: 6th- 180, 7th- 182, 8th- 171

February Attendance Rates

6th - 90.16%

7th - 88.81%

8th - 87.37%

Overall - 88.80%



CFHS Board Report: March 20, 2023

Columbia Falls High School
610 13th St W
Columbia Falls, MT 59912

Principal - Jon Konen
Asst. Principal - John Thompson
Athletic Director - Troy Bowman
(406)892-6500 Office (406)892-6583 Fax

Submitted by Jon Konen, CFHS Principal

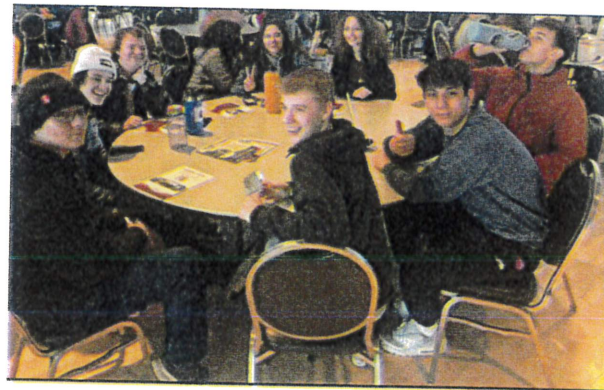
Strategic Goal #1: Challenging, Diverse, and Supportive Learning Environment

March Madness Attendance Incentive started at the end of February. Our last attendance campaign we saw a 3.44% increase in student attendance (December to January). This campaign will pit all grade levels against each other, as well as staff. We will do a round robin tournament, then we will place the teams into a bracket similar to the college basketball Final Four Tournament. The winning class will receive a catered lunch and more at the end of the attendance campaign (Feb. 27-April 26). We are working to get students and staff here as much as possible. Here our monthly attendance:

Month	% Grade 9	% Grade 10	% Grade 11	% Grade 12	% Total
September	91.08%	91.58%	93.18%	92.32%	91.94%
October	94.72%	95.63%	95.45%	95.57%	95.31%
November	89.43%	89.33%	91.89%	91.10%	90.31%
December	86.20%	88.00%	88.61%	88.12%	88.12%
January	91.28%	91.46%	92.93%	90.75%	91.56%
February	87.50%	88.49%	89.81%	89.52%	88.71%
Total	90.04%	90.75%	91.98%	91.23%	90.99%

Notable accomplishments:

- **FOREIGN LANGUAGE DAYS AT U of M** – 26 students from Spanish and French classes attended the University of Montana for Foreign Language Days. This was the first time visiting a university for five of our students. The students attended French, Spanish, Japanese and Russian classes. Their in class participation and school representation were outstanding. This trip was sponsored by the students and the CFHS Academic Endowment.



- **BUILDING AND TRADES** – Students in Mr. Remiker's building trades class are completing the fourth seasonal housing cabin for Glacier national park as part of the Glacier's School to Park program. This cabin is the first of four cabins that will be located at the Many Glacier Administrative site. The students are also well underway on the framing of a second structure that will be used to provide much needed storage for employees living in apartments at St Mary. Students have an opportunity to earn pre-apprenticeship hours through a partnership with the State of Montana for work performed in the class. These hours can be applied towards the hourly work requirements for any state registered



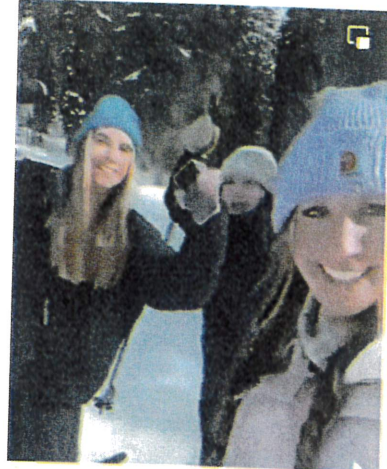
CFHS Board Report: March 20, 2023

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apprenticeship program. Former students have used their hours towards plumbing, electrical, residential construction and a butcher apprenticeship. We had two recent graduates stop in over the last couple weeks who were able to utilize their class work hours to reach the next stage of their apprenticeships on an accelerated timeline and receive significant wage increases from their current employers as a result. It is exciting to see them progressing in their chosen trades and receiving tangible benefits from participating in our builds.

- **CROSSFIT ADVENTURE** – The CrossFit class had an amazing field trip to Izaak Walton Inn and established a nice relationship with the new management. The students really enjoyed participating in “constantly varied functional fitness activities” which is the goal of our class. Also Crossfit will be offered as a dual enrollment class beginning the 23-24 school year and students will have the option to gain elective credit through FVCC when they enroll in CrossFit!



- **ART ON DISPLAY** – Painting students are participating in the 2023 Columbia Falls Poster Artwork Event! The community market will choose artworks to be made into prints, which will be sold at the market. Proceeds will go back to our classroom. CFHS Student Audrey Hanley volunteered to face paint at Chamber of Commerce Clover Fest Art on Display at MT Coffee Traders Ceramics, Printmaking, Sculpture, and Painting classes at Montana Coffee Traders in Columbia Falls. Art shows, special exhibits, school and community activities take place annually, traditionally during March, to celebrate visual art education. Featured Student Artists: Ryan



Bechtel, Elli Sandstrom, Kianna Mitchell, Ruby Davis, Rachel Cincis, Lexie Paliga, Josie Harris, Hope McAtee, Chayse Fleagle, Sophie Robbins, Neko Young, Aspen Wall, Ashlyn Dunham, Kajsia Mohr, Bethany Sellman, Kiara Hall, Elaina Dorr, Sara Scherping, Trinity DeShaw, Ciara Robison, Demye Rensel, Marlon Olson, Rachel Cincis, Branna Ruggerio, Taylor Lingle, and Brie Treat. In addition, All Mrs. Daniels classes participated in the Keep Montana Green Poster Contest and the Reach Higher Montana Sticker Contest. Some of my students participated in the Doodle For Google Contest.

- **BAND MAKING BEAUTIFUL MUSIC** – The band performed at basketball Divisionals and State: CFHS Pep Band represents our school very well. We are unique in that we play live music for the cheerleader half-time show (This year we did an arrangement of Britney Spears songs.). March 13 we hosted the Kiwanis Night of Jazz: CFHS Bands hosted the Kiwanis Night of Jazz on Monday. This concert featured the jazz bands of the valley schools including; Flathead, Glacier, Whitefish, Stillwater Christian, Kalispell Middle School and CFJH + CFHS. We have an upcoming College Band Tour: The wind and percussion ensembles will go on tour next week to visit the University of Idaho and Whitworth University in Spokane. The students will work with college music professors and attend a college performance at U of I.





CFHS Board Report: March 20, 2023

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Strategic Goal #2: High Performing Workplace

Open and Unfilled Positions at the High School - We have hired two special education para-professionals and we only have two openings now. We are still looking for another Driver's Education teacher to meet the needs of students learning to drive. Here is a quick rundown of what a teacher needs in order to become certified to teach driver's education: 1) Requires a Traffic Education Endorsement for your current Montana educator license, 2) The initial 8 semester hours of coursework can be obtained via a combination of online and behind the wheel courses at MSU-N.

Staff Attendance	Sep	Oct	Nov	Dec	Jan	Sem 1	Feb	Mar	Apr	May	Sem 2	Yearly %
Percent %	93	91	89	89	92	91	89					90.0

Staff Attendance – Staff attendance decreased 2% the month of February. Overall, our absentee rate for the year is 90.5%. We are continuing to work on attendance rates for both students and staff.

Other Accomplishments:

- **2022-2023 Speech and Debate Coach of the Year** – At a recent statewide conference, Mrs. Roe was chosen as the 2022-2023 Speech and Debate Coach of the Year.
- **Continuing to Dig Into Engagement Data** – When we dug into the data these five things resonated, and we will be taking action by infusing these into our goals this upcoming year:
 - 1) continue professional development on engagement strategies, 2) work on questioning techniques, 3) finding more time to collaborate on engagement activities, 4) implementing a Multi Tiered System of Supports, and a 5) Grit Campaign.

Strategic Goal #3: Organizational Effectiveness

The third goal under Organizational Effectiveness on the strategic plan states, "Establish and foster a positive collaborative culture in all district departments." One area that stood out in our engagement data (#1 most identified area of need by staff), as well as several 1:1 conversations with the principal, is a need to work on school culture to increase engagement. We will be shifting our focus at the end of the year.

Strategic Goal #4: Family & Community Engagement

Our First Annual Bingo and Chili Cookoff was a huge success on Feb. 27. This event, organized by National Honor Society and their advisor Tamara Sundberg, did an amazing job of getting 26 chili entrants as well as organizing bingo for over 200 people playing bingo. With the support of the HOSA (Health Occupations Students of America) Club and Columbia Falls Child Assistance Team (CFCAT), we are currently planning a spring Health Fair for our students and the larger community.

Strategic Goal #5: District Facilities Support & Enhance Learning

HVAC discussions regarding the high school have continued at both the board and district administration levels. We will be deciding as a team on how best to use the ESSER funds to meet our goal of updating the High School. As you know, we are up against a timeline and decisions need to be made immediately to plan for these upgrades to occur. The district administration team has been working on a flip chart for safety procedures for our district. All administrators have worked closely with the company, Secure Education Company, from their past assessment they conducted this past fall. In addition, we will have an administrative handbook that pairs with this emergency flip chart using best practices. We will then be using this information to train staff, as well as working with our local emergency service providers.

TO: Board of Trustees
FROM: Dustin Zuffelato, Business Manager/Clerk
DATE: March 16, 2023
RE: **Business Office Report for the March 20, 2023 Regular Meeting**

Resolutions to Increase Non Voted Levies

I intend to present data via a powerpoint presentation during the Board Meeting. A summary of the presentation is contained herein.

The legislature created the School Major Maintenance Account (SMMA) during the 2017 session allowing the District to permissively levy up to 10 mills in the building reserve fund. A statute was added (MCA 20-9-116) requiring the District to adopt a resolution and publish in the local newspaper the **intent to impose an increase in a non-voted levy** by March 31, 2023. With regard to any increase in the school district's new major maintenance levy, the district must also identify the major maintenance projects anticipated to be completed with the funds raised.

We are proposing to continue the Elementary District Building Reserve SMMA Levy for next year as the funds could be used to replace flooring and upgrade the administration building and repair and upgrade the HVAC system at the Junior High. We are proposing to continue the High School Building Reserve SMMA Levy during fiscal year 2024 to accumulate funds for the HVAC Upgrade project. The state match for the SMMA levy is projected to increase next year to **\$.92:\$1** for the Elementary as compared to **\$.82:\$1** in FY23. The SMMA levy limit increased to \$192,760 as compared to \$182,201 in current year.

With regards to the High School SMMA Levy, the state match is projected to be **\$.68:\$1** as compared to **\$.65:\$1** for the High School. The SMMA levy limit increased to \$90,900 as compared to \$88,512 in current year.

The increase in the state match is a result of HB 192 passed during the 2021 Legislative Session. The increase in the levy amount is a result of increased enrollment.

With regards to the other non-voted permissive levies included in the Resolution: The Transportation Fund budgets are expected to increase to cover additional costs while receiving less state/county funding from less bus routes. The Tuition Fund Budget is expected to increase in the Elementary District to cover the projected budget deficit within the General Fund and decrease in the High School District as a result of fund balance re-appropriated to offset next year budget as a result of unfilled para educator positions during the current school year.

Elementary District permissive levy **projected increase** of \$323,223 or 7.98 mills in FY24.

High School District permissive levy **projected decrease** of \$38,911 or .43 mills in FY24.

E-Rate Program

The District utilizes the Federal Erate Program to procure internet connectivity (category 1) and network infrastructure equipment (category 2). Last month the District accepted the bid from UPN for our fiber optic wide area network. Bids were recently submitted for the District's Firewall and Internet Service. The District currently owns the firewall hardware but the software license expires in December 2023. The District solicited bids for both the hardware and the software license. The results of the bids indicate that replacing the hardware (as this device will be end of life in 2024) and coupling with the software license is the most cost effective approach. Furthermore, extending the term to five years provided the lowest annual cost for this required firewall device. The total cost of the hardware and the 5-year software license is \$54,845. \$10,969 per year. The amount payable by Erate is 46%. The remaining \$25,228 will be funded by the Technology Fund. With regards to the internet service, the District currently obtains 2GB service from Charter Communications (Bresnan). The cost is \$2,790 per month. The District Erate Discount is 70% lowering the District monthly expense to \$837. The main challenge of our existing contract with Charter is that there is no local representative and the District has had unresolved issues with billing and service. The district procured services for a three-year term. The District received three bids (Charter/Montana Digital/Granite). Montana Digital is a local company that currently serves many other schools within our County. The positive references and anticipated response to internet service outages or other issues is crucial to the operations of our District. The proposed cost of the service provided by Montana Digital is \$50 more per month than accepting the new contract from Charter-Bresnan. However, overall the proposed cost is still \$327 per month less than our current contract for service with Charter-Bresnan.

May 2, 2023 Regular School Election

Declaration of intent to file for candidacy is due **March 23, 2023**. The Elementary District has THREE open positions (Riley, Hill and Chisholm). The District has already received Declaration of Intent forms from FIVE candidates (1) Barb Riley (2) Keri Hill (3) Megan Upton (4) TJ Middlesworth (5) Jonathan Foust. May 2023 represents the 8th consecutive contested election for School Board.

You recall the Board called for a general fund overbase levy election for both the High School and Elementary District. The District must set the amount or cancel the election by March 31st. The District conducted a Finance Committee Meeting on February 27th and had great discussion concerning the budget projections for next school year. The Elementary District budget represents the biggest concern as ANB was flat and the state funding is only 2.70%. The Trustees discussed the risk of failing an election in light of the need for community support of a technology levy and a facility levy in the High School within the next few years. Based on the direction provided during the Finance Committee, in an effort to mitigate both the ESSER funding cliff and the projected budget shortfall, I built in an increase to the SPED permissive levy (Resolution 408). Perhaps deferring (cancelling) a levy this year and garner support for the need when it is projected to be paramount in FY 2025, is the best strategy. Additional Information Requested (during Finance Committee Meeting) will be presented during the meeting.

Facility Use – Motorcycle Rider Training

The Montana State University – Northern conducts motorcycle rider training sessions throughout the state. Students will spend approximately 5 hours in the classroom learning skills needed to ride safely and about 10 hours on the riding range applying those new skills to practical motorcycle riding. The use agreement is for the Junior High Facility. District obligations include-sweeping the parking lot, adding painted lines in the parking lot, accommodating a trailer on premise for the duration of the agreement (April-September), and providing access to the interior cafetorium and restrooms. The District will provide access to the interior of the building during the weekends by giving the MSU staff a key fob. The incremental costs associated with this arrangement should be minimal. The District will receive \$300 per weekend session scheduled.

Long Range Planning – High School HVAC

You recall we hired Jackola Engineering last spring and they designed bid documents for a VRF heating/cooling distribution system as selected from the list of upgrade options presented. Bids were opened on February 14, 2023 and were approximately \$3million overbudget. Subsequently I discovered that the budget figure used since 2021 for planning purposes included \$1million that was appropriated by the federal CARES act specifically for learning loss and thus cannot be used for a facility improvement project. The District will present four (4) options based on the newly defined ESSER budget that can be used for a facility improvement project. Option one would be to accept the project containing some value engineering that gets to a cost that would be funded with use of all reserve funds. Option two would reduce the project to exclude 11 classrooms and the library. Option three would upgrade the HVAC controls-Electrical and install energy recovery ventilators in all classrooms. Option four would completely change the scope to replace the curtain wall-windows. Option four would require additional design work and either a GCCM procurement model or a re-bid.

Monthly Insurance Claim Summary

Paid Claims February 2023

Medical Plan Paid Claims	\$312,314
Specific Stop Loss liability	0

Monthly medical expected claims based on an enrollment of 229 Plan participants (65 singles/164 families): \$202,271

Plan claim liability as a percentage of expected claims: 154.40 %

Paid Claim summary plan year-to-date (July 2022 through February 2023):

	<u>Actual</u>	<u>Expected</u>	<u>Percentage</u>
Medical Plan Claims	\$2,003,991	\$1,620,828	124 %
Specific Stop Loss Claims	\$ 0		

\$600k more claims paid YTD as compared to last year.

MTSBA Director Report
March 15, 2023

The MTSBA Board of Directors held their quarterly board meeting 3/14 & 3/15. The focus of the meeting was to review the membership surveys and update the strategic plan for the organization. Several elements of service for members were reviewed against new changes coming from this year's legislative process, as well as what efforts MTSBA can undertake to assist public schools in moving forward with personalized learning for each child. Further discussion will occur over the next few months, in preparation for the annual meeting to be held June 8th in Helena.

The next event for the MTSBA board will be participation in the new national conference, Consortium of State School Board Associations (COSSBA) in Tampa, FL 3/29-4/3/2023. Montana is a 'founding member' of this new organization. Half of the board, or 10 directors (including me), along with 3 staff members will attend the inaugural event. I will report on this event at next month's meeting.

Monday, March 13th was the 'Public Education Day of Advocacy' in Helena, where over 100 administrators and trustees met to review current legislative progress, attend lunch with legislators, monitor floor sessions in both chambers, as well as attend committee hearings. I was in the gallery for House floor actions, where several bills were processed through 2nd reading. I then attended the House Education Committee hearings where 4 clean-up bills were reviewed, and 6 bills were forwarded to the floor for executive action, including a bill that will provide mentor/mentee support to school districts. The day culminated with a hosted social at the MTSBA building for all attendees and legislators. There were approximately 20 legislators that took the time to come and visit more one-on-one with advocates. I had discussions with Shannon O'Brien, Llew Jones, Dan Saloman, Edie McClafferty and Melissa Romano regarding education related concerns. Shannon serves on Senate Ed; Llew chairs House Appropriations, which controls the budget; Dan is chair of Senate Education & Cultural Resources; Edie is a member of the Senate Ed committee and Melissa is on House Education committee. Specific bills that I discussed were the health insurance trust, changes to election timelines and the different charter school bills.

March 3rd marked the half-way point of the session, which also indicates all non-revenue bills that were not moved through committee from each chamber are now considered 'dead'. However, there are still potential actions that can add "earmarks" to other bills through free conference committee action prior to the completion of the session, which means we need to continue to monitor for 'dead' bills to 'come back to life' without public hearings/processes.

The current BillTracker report as of Monday, 3/13/23, consists of 145 pages. This report contains all bills being tracked by MTSBA during the session.

As of this report, there are 4,624 bills in process, as either introduced or un-introduced, with 1,433 introduced. This list contains ALL bills/drafts that have been requested by the current seated legislators and is updated 'real time' as each step completes the process. This report will retain all requested drafts, and their status through the end of the session, and will become a part of the legislative record for future reference.

Reminder: MTSBA provides an update each evening on each day's activities at the legislature. The updates are posted on the MTSBA community discussions board for your review/monitoring. In addition, alerts will be issued when key topics that have been identified by education groups are up for hearings, allowing a forum for testimony, if desired.

DISCLAIMER: This report represents my interpretation of the process and status of activities based on my role as an individual who has worked with public schools and legislative processes for nearly 40 years, and not in my official capacity as a Director on the MTSBA board. MTSBA is a 501c(3) organization and does not and cannot engage in any partisan activities nor create the perception of such.

Resolution # 408
Columbia Falls School District Six Elementary District
Intent to Impose an Increase/Decrease in Levies

WHEREAS, as an essential part of its budgeting process, the Elementary District Board of Trustees is authorized by law to impose levies to support its budget.

BE IT RESOLVED, that the Board of Trustees of School District Number Six, Flathead County, Columbia Falls, Montana is estimating the following changes in revenues/mills to support the Elementary District budget for the 2023/24 school year using certified taxable valuations from the current school fiscal year as provided to the District:

Fund Supported	Estimated Change in Revenues*	Estimated Change in Mills*	Estimated Impact, Home of \$100,000*	Estimated Impact, Home of \$200,000*
Transportation	\$ 46,843	1.16	\$ 1.57	\$ 3.13
Bus Depreciation	\$ -	0.00	\$ (0.00)	\$ (0.01)
Tuition	\$ 276,184	6.82	\$ 9.20	\$ 18.41
Flexibility	0	0	0	0
Building Reserve	\$ 196	.01	\$.01	\$.02
Total	\$323,223	7.98	\$ 10.78	\$ 21.55

*Annual impacts above are based on current certified taxable valuations from the current school fiscal year.

The District anticipates using the Building Reserve Fund School Major Maintenance Account levy to replace flooring and upgrade the Administration Building and repair and upgrade the HVAC system at the Junior High.

School Major Maintenance Account Levy Estimates – FY 2024		
Total Levy	\$192,760	\$15,000 + (PY ANB * \$110)
State Funding	\$92,364	\$.92 for each \$1.00 of Local Support
Local Permissive Levy	\$100,396	
Mill Levy	2.48	Based on 2023 Tax Value

BE IT FURTHER RESOLVED, that the Board of Trustees reserves the right to modify the amount of the levy through August 24, 2023, which is the date the final budget must be adopted by the Board of Trustees.

Passed and approved by the Board of Trustees of Columbia Falls School District Number Six this 20th day of March, 2023.

 Chairperson
 Attest:

 Clerk

Resolution # 409
Columbia Falls School District Six High School District
Intent to Impose an Increase/Decrease in Levies

WHEREAS, as an essential part of its budgeting process, the High School District Board of Trustees is authorized by law to impose levies to support its budget.

BE IT RESOLVED, that the Board of Trustees of School District Number Six, Flathead County, Columbia Falls, Montana is estimating the following changes in revenues/mills to support the High School District budget for the 2023/24 school year using certified taxable valuations from the current school fiscal year as provided to the District:

Fund Supported	Estimated Change in Revenues*	Estimated Change in Mills*	Estimated Impact, Home of \$100,000*	Estimated Impact, Home of \$200,000*
Transportation	\$ 26,957	0.56	\$ 0.76	\$ 1.51
Bus Depreciation	\$ -	0.00	\$ (0.00)	\$ (0.01)
Tuition	\$ (65,950)	-1.39	\$ (1.87)	\$ (3.75)
Adult Education	\$ -	0	0	0
Flexibility	0	0	0	0
Building Reserve	\$ 107	.01	\$.01	\$.01
Total	(\$38,886)	(.83)	(\$1.11)	(\$2.23)

*Annual impacts above are based on current certified taxable valuations from the current school fiscal year.

The District anticipates using the Building Reserve Fund School Major Maintenance Account levy to replace the HVAC Mechanical System.

School Major Maintenance Account Levy Estimates – FY 2024		
Total Levy	\$90,900	\$15,000 + (PY ANB * \$110)
State Funding	\$36,793	\$.68 for each \$1.00 of Local Support
Local Permissive Levy	\$54,107	
Mill Levy	1.14	Based on 2022 Tax Value

BE IT FURTHER RESOLVED, that the Board of Trustees reserves the right to modify the amount of the levy through August 24, 2023, which is the date the final budget must be adopted by the Board of Trustees.

Passed and approved by the Board of Trustees of Columbia Falls School District Number Six this 20th day of March, 2023.

 Chairperson

Attest:

 Clerk

Resolution # 410

School District Six
Elementary District Over-Base Mill Levy Election
May 2, 2023

WHEREAS, the Board of Trustees has determined that there should be submitted to the electors of the Elementary District the question of whether or not this board shall be authorized to impose an increase in local taxes to support the Elementary District General Fund in the amount of \$ _____ dollars, which is approximately ____ mills for the purpose of meeting needs for operation and maintenance of the district.

BE IT RESOLVED, that the Board of Trustees of School District Number Six, Flathead County, Columbia Falls, Montana is calling for an election to authorize the Elementary District to increase the over-BASE levy by \$ _____ and being approximately ____ mills for the purposes stated above.

BE IT FURTHER RESOLVED, that the Board of Trustees reserves the right to modify the amount of the levy through March 31, 2023, which is the date the ballot must be certified. If it is determined that any part of the election is not required, The Board of Trustees authorizes Dustin Zuffelato, Election Administrator, to cancel that portion of the election in accordance with 13-1-304 and 20-3-313, MCA.

The election will be held on Tuesday, May 2, 2023 which date is not less than thirty (30) days after the passage of this Resolution. All registered voters will receive a ballot in the mail. Ballots must be returned to the Columbia Falls Schools Business Office, 501 Sixth Avenue West, Columbia Falls or via mail until 8:00 PM, May 2, 2023.

Passed and approved by the Board of Trustees of Columbia Falls School District Number Six this 20th day of March, 2023.

Chairperson

Attest:

Clerk

Resolution # 411

**School District Six
High School District Over-Base Mill Levy Election
May 2, 2023**

WHEREAS, the Board of Trustees has determined that there should be submitted to the electors of the High School District the question of whether or not this board shall be authorized to impose an increase in local taxes to support the High School District General Fund in the amount of \$_____dollars, which is approximately _____mills for the purpose of meeting needs for operation and maintenance of the district.

BE IT RESOLVED, that the Board of Trustees of School District Number Six, Flathead County, Columbia Falls, Montana is calling for an election to authorize the High School District to increase the over-BASE levy by \$_____and being approximately _____mills for the purposes stated above.

BE IT FURTHER RESOLVED, that the Board of Trustees reserves the right to modify the amount of the levy through March 31, 2023, which is the date the ballot must be certified. If it is determined that any part of the election is not required, The Board of Trustees authorizes Dustin Zuffelato, Election Administrator, to cancel that portion of the election in accordance with 13-1-304 and 20-3-313, MCA.

The election will be held on Tuesday, May 2, 2023 which date is not less than thirty (30) days after the passage of this Resolution. All registered voters will receive a ballot in the mail. Ballots must be returned to the Columbia Falls Schools Business Office, 501 Sixth Avenue West, Columbia Falls or via mail until 8:00 PM, May 2, 2023.

Passed and approved by the Board of Trustees of Columbia Falls School District Number Six this 20th day of March, 2023.

Chairperson

Attest:

Clerk

DATE: March 15, 2023
 TO: Board of Education
 FROM: Dustin Zuffelato
 Clerk-Business Manager

SUBJECT: Approval to Cancel Outstanding Warrants

Approval to cancel the following outdated warrants is requested. An effort has been made to contact all payees and no response has been received. In accordance to MCA 20-9-223, Trustees are authorized to cancel any warrants that have been issued for at least one year. However, the contractual obligation of the district that has been satisfied by the issuance of the warrant shall not be terminated until eight years has elapsed. When a warrant has been canceled and the obligation has not terminated, the district may issue a duplicate warrant without the completion of an indemnity bond by the payee.

District Accounts:

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Amount</u>
385765	11/17/2021	Dawn Roe	\$28.00
Meals per diem			
386218	1/19/2022	Petty Johns'	\$7.25

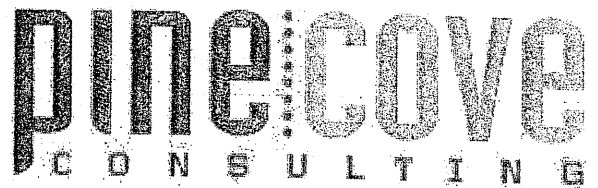
The District contacted this vendor who noted they have no record of this invoice.

Student Activity Accounts:

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Amount</u>
16533	9/8/2021	T2B Montana	\$99.00

T Shirts From Local Company – now defunct?

PO Box 11150
Bozeman, MT 59719-1150
<http://www.pinecc.com>
800.432.0346



E-Rate FY2023

Quote # 007832 v3

Prepared for:
Columbia Falls SD #6

Prepared by:
Kyle Thompson

Thursday, March 09, 2023

Columbia Falls SD #6
Dave Wick
501 6th Avenue West PO Box 1259
Columbia Falls, MT 59912
d_wick@cfmthschools.net

Dear Dave,

Pine Cove Consulting, LLC (PCC) is pleased to present Columbia Falls SD6 with a proposal for the services listed in the E-Rate Form 470 Application Number: 230016999

Thank you for the opportunity.

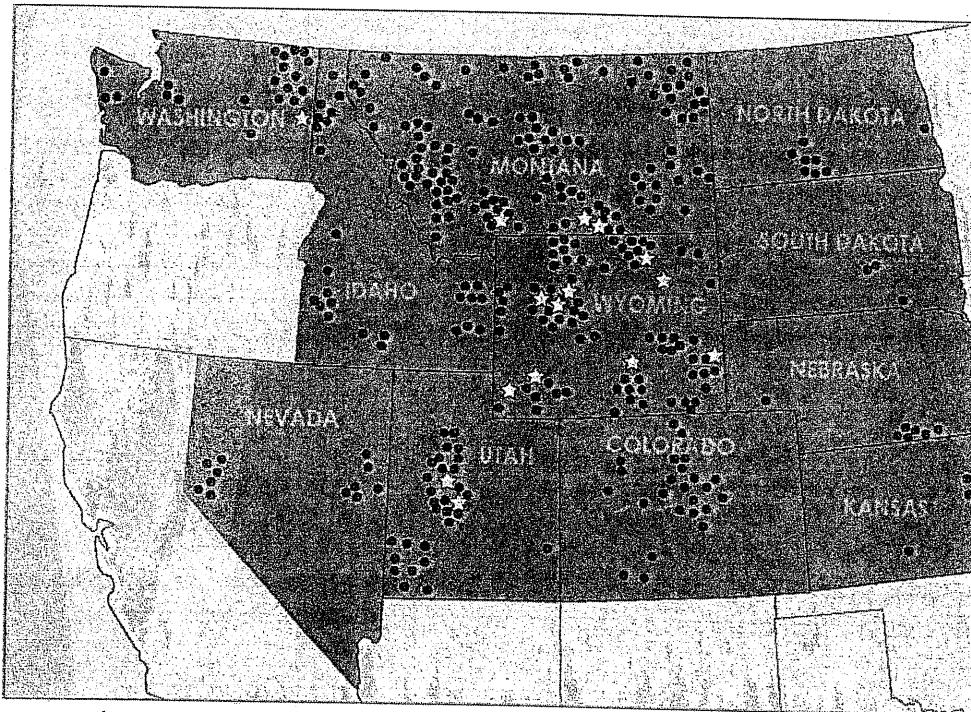
Kyle Thompson

Pine Cove Consulting

About Us

Why Pine Cove

Pine Cove Consulting is the leading technology consulting firm for organizations with dynamic and complex networks. Pine Cove Consulting customizes turnkey optimization solutions to help organizations solve real-world problems like protecting important information, communicating across great distances, and maximizing IT effectiveness.



• Client ☆ Pine Cove Employees/Office locations

Company Information

Pine Cove Consulting has been providing turn-key technology solutions to educational institutions in the Rockies since 1993. Pine Cove Consulting has emerged as a leader in the technology industry and provides their customers with an intelligent balance between innovation, sustainability, and reliability.

Technical Background

- Currently managing over 250 Virtualized Servers
- Currently maintaining over 20,000 Users
- Combined 160 Years of Network Management Experience
- Over 400 Server Configuration/Installations
- Over 100 Network Redesign/Reconfigurations

Relevant Partnerships:

- Sophos Platinum Partner
- Ruckus Elite Partner
- Microsoft Authorized Education Reseller
- Tripp Lite Authorized Reseller/Installer
- Eaton Power Advantage Partner

Project Implementation Process

- Pre-Project Meeting
- Schedule Project
- Pre-Project Questions
- Overview of Project
- Project Objectives Document
- Includes Project Team Contacts
- Additional Pre-Project Meeting (optional)
- Product Delivery
- Project Installation/Implementation
- Project Completion Document
- Post-Project Survey

Customer Testimonials

"Pine Cove does a great job being responsive to our needs. It was clear our needs were important to the Pine Cove team and we appreciate that. The level of service Pine Cove provides is absolutely phenomenal. They are easy to work with and have great customer service."

- **Pete Kilbride**

Superintendent, Sheridan County School District #1

"I started working with Pine Cove Consulting because Pine Cove possesses a level of expertise, has clear communication, and schedules projects around our school's busy schedule. It is absolutely worth your time to work with Pine Cove Consulting. It is clear they are in the business of a long-term relationship, not a quick sale."


- **DJ Howell**

IT Director, East Helena School District #9

Corporate Information

Company Name: Pine Cove Consulting, LLC
Service Provider Identification Number: (SPIN)143028541
Company Contact: Rick Vancleeve, President
Phone Number: 800-432-0346
Fax Number: 406-794-0505
Email Address: rvancleeve@pinecc.com
Mailing Address: PO Box 11150, Bozeman, MT 59719

Firewall (5-Year)

Description		Price	Qty	Ext. Price
Sophos XGS 4500 with Xstream Protection, 5-year (US 1 power cord)	IG4E5CSUS	\$54,845.38	1	\$54,845.38
Installation and Configuration	PCC-INST	\$1,500.00	1	\$1,500.00
 **Firewall is 46% eligible**				
Subtotal:				\$56,345.38

Prepared for:

Columbia Falls SD #6
Dave Wick
501 6th Avenue West PO Box 1259
Columbia Falls, MT 59912
d_wick@cfmthschools.net
(406) 892-6550

Quote Information:

Quote #: 007832
Version: 3
Delivery Date: 03/09/2023
Expiration Date: 03/24/2023

Quote Summary

Description	Amount
Firewall (5-Year)	\$56,345.38
Total:	\$56,345.38

TERMS: Due on receipt of invoice.

Signature _____

Date _____

PO Number _____

References

Gary Needham - ESU 9 - General services - Networking - Installation
Email: gary.needham@esu9.us
Phone: 402-463-5611

Trent Kelly - Hastings School District - Networking (wired/wireless)
Email: trent.kelly@hpstigers.org
Phone: 402-469-2094

Charles Auzqui - Superintendent, Sheridan CSD #3
Address: PO Box 125, Clearmont, WY 82835
Phone: 307-758-4412

Jeremy Smith - Business Manager, Sheridan CSD #1
Address: 1127 Dayton St., Ranchester, WY 82839
Phone: 307.655.9541

Kathy Wise - IT Director, Washakie CSD #1
Address: 1900 Howell, Worland, WY 82401
Phone: 307.347.2412

Denise Harrison - IT Director, Big Horn CSD #2
Address: 502 Hampshire, Lovell, WY 82431
Phone: 307-548-6553

Theresa Chaulk - Superintendent, Lincoln CSD #1
Address: 11 Adaville Dr. Diamondville, WY 83116
Phone: 307-679-0028

Andi Ward - IT Director, Carbon CSD #2

Address: PO Box 1530, Saratoga, WY 82331
Phone: 307.326.5271

Joe Gill - IT, Townsend Schools

Address: 201 N. Spruce St., Townsend, MT 59644
Phone: 406.441.3454

Bob Moore – Superintendent, Stevensville Public Schools

Address: 300 Park Street, Stevensville, MT 59870
Phone: 406.570.7575

Michael Schachte – IT Director, Hamilton K-12 Schools

Address: 217 Daly Ave, Hamilton, MT 59840
Phone: 406.363.2280

Terms

Pine Cove prefers the BEAR method.

If SPI is used, the district will be responsible for any COMAD adjustments or if USAC delays payment beyond the funding year.

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2021

This agreement is by and between the *Columbia Falls SD 6 ("The District")* and *Pine Cove Consulting ("Service Provider")* for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2024 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2023 and shall terminate on September 30, 2026 for non-recurring services. This contract can be renewed for two additional 1-year terms.

The contract may be subject to the Owner receiving E-rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year fiscal year ending September 30, 2023 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

- A. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. The District expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- D. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- E. The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- F. No E-rate USAC-billing can take place before July 1, 2023. If District elects to take delivery after April 1, 2022 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- G. No installation work can take place before April 1, 2023.
- H. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- I. All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996 unless otherwise approved by District
- J. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.
- K. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise.

- L. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.
- M. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- N. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- O. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>
- P. District agrees to promptly respond to Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- Q. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- R. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. This includes delay or inability to secure products, parts, materials, fuel, supplies, equipment or power at reasonable prices or in sufficient amounts through usual sources of supply due to government action. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement.

The Columbia Falls SD 6 agrees to pay the contract amount of \$56,345.38 (5 year) . See Attachment for the bill of materials.

Service Provider: PINE COVE CONSULTING School District: : Columbia Falls SD 6

SPIN: 143028541

Billed Entity Number: 342175

Signature: _____

Signature: _____

Printed Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MONTANA DIGITAL LLC
MASTER SERVICES AGREEMENT**

The following Master Services Agreement (the "Agreement") describes the terms on which we, Montana Digital, LLC, doing business as MtnMax ("MTNMAX"), offer Services to Columbia Falls School District, (the "Customer"), hereinafter referred to jointly as either the "Party" or "Parties".

This Agreement covers the provision of wholesale services from MTNMAX pursuant to orders placed by Customer and accepted by MTNMAX, as defined below and described in one or more Service Order(s) executed by Customer and MTNMAX ("SO"). This Agreement incorporates each such SO(s) and any attachment(s) to this Agreement. Please note that underlined terms in this Agreement.

CUSTOMER MUST READ, AGREE WITH AND ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE SERVICE ORDERS AND ATTACHMENTS INCORPORATED HEREIN BY REFERENCE, BEFORE USING OR ACCEPTING ANY MTNMAX SERVICES. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER MAY NOT, AND SHALL HAVE NO RIGHT TO, USE ANY MTNMAX SERVICES.

By accepting this Agreement, Customer agrees that its use of MTNMAX Services will be governed by, and in accordance with, the terms and conditions hereof. The MSA and SO Agreements may not be otherwise amended except in writing signed by MTNMAX and the Customer.

1. DESCRIPTION OF SERVICES, RATES AND CHARGES: Upon payment of all fees when due and subject to the terms and conditions herein, MTNMAX shall provide to the Customer the services set forth on any SO and as described more fully in our Description of Services (the "Services") under the rates, terms, and conditions described in such SO. The terms and conditions of this Agreement shall apply to each SO or attachment unless explicitly contradicted in a SO or attachment.

2. TERM: The initial term of this Agreement shall be as set forth on the SO or, if no initial term is set forth on the SO, the initial term shall be twelve (36) months from the date the SO is executed by Customer. Unless either Party provides thirty (30) days written notice of termination prior to the expiration of the initial term, and any subsequent term, Customer may extend the initial term for another 36-months after the initial upon notice to continue option to renew 30-days prior to the end of the initial. For a total of one contract extension.

3. BILLING AND PAYMENT TERMS: MTNMAX reserves the right to deny initial Service (or any increase in Services) or request cash deposits based upon a credit review of Customer. Customer's initial bill will include all non-recurring and prorated monthly recurring charges for the first month of service. Thereafter, MTNMAX shall continue to bill Customer for such fees one month in advance of the date on which Service will be provided. All payments should be made payable to Montana Digital LLC and mailed to the address set forth on the invoice. Customer shall be responsible for all applicable federal, state, and local or other surcharges, fees, user's fees, universal service fees and taxes applicable under this Agreement to the extent it is not exempt from such fees. Exempt status can be established by providing appropriate certification forms. All customer payments are due upon receipt of invoice. Undisputed payments received 45 days from the invoice date shall incur a late payment fee equal to one and one-half percent (1.5%) of the total invoice amount or the maximum amount permitted by law, if less. Customer shall pay all reasonable

collection costs incurred by MTNMAX (including without limitation, reasonable attorney's fees). If Customer has a bona fide dispute with an invoice Customer must pay all amounts not in dispute, and provide a written request for billing adjustment together with all supporting documentation within ninety (90) days from the date of the invoice, or Customer's rights to billing adjustment shall be waived. MTNMAX shall invoice Customer for any fees or charges within ninety (90) days from the date the right to bill for such amounts first accrues or MTNMAX's rights to invoice for such amounts shall be waived.

4. CUSTOMER PROVIDED ENVIRONMENT: Customer shall ensure that the equipment provided by MTNMAX to Customer (the "MTNMAX Equipment") shall be kept safe and secure, and that the location for such MTNMAX Equipment (the "Location") has properly sized and protected commercial power and appropriate environmental conditioning, including HVAC and fire suppression systems. Environmental specifications for the MTNMAX Equipment are outlined in the individual SO's. Customer shall promptly notify MTNMAX in advance of any repairs or maintenance out of the ordinary course of business to the Location. Customer will make commercially reasonable efforts to provide access to MTNMAX representatives at the Location upon two (2) hours notice to repair or reconfigure the MTNMAX Equipment. Customer shall be liable for its acts or omissions that cause harm to the MTNMAX Equipment. MTNMAX shall retain all right, title and interest to the MTNMAX Equipment placed on Customer's premises. MTNMAX shall be responsible for maintaining and repairing the MTNMAX Equipment unless and until other arrangements have been made in writing. At the conclusion or termination of this Agreement, Customer will allow MTNMAX to remove the MTNMAX Equipment. If any such equipment is lost, damaged or destroyed prior to its removal, or MTNMAX is unable to remove it using commercially reasonable efforts, Customer shall pay MTNMAX the replacement cost of the equipment.

5. OTHER NETWORKS; APPROVAL AND USAGE. Certain Services include the ability to connect the Customer to other networks, public and private. Use of other networks will be subject to any acceptable usage policies such networks may establish. Customer will not hold MTNMAX responsible for, and MTNMAX will not be liable for, such approval or for violation of such policies.

6. CUSTOMER-PROVIDED EQUIPMENT: Except as explicitly set forth in this Agreement, Customer is responsible for providing and maintaining the equipment required interfacing with the MTNMAX equipment. Customer's responsibility includes, but is not limited to, maintenance of the connection at which Customer equipment meets the MTNMAX Equipment. The equipment necessary to interface with MTNMAX's Services is identified in each SO. Either Party may use a third party to meet its obligations under this Agreement but such Party shall remain liable to the other for any actions of such third party.

7. IMPAIRMENT OF SERVICE: The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

8. RESOLUTION: If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify, in writing, the Party causing

the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may, at its option and following advanced with written notice, temporarily discontinue the use of the affected circuit, facility or equipment. In the event of such discontinuance, Customer shall have no obligation to pay for the Services caused by the Impairment of Service.

9. TROUBLE REPORTING: In order to facilitate trouble reporting and to coordinate the repair of Services provided by the MTNMAX under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, presence on other networks may require approval of the respective network authorities to inquire as to the status of trouble ticket numbers in progress and to escalate trouble resolution.

10. MARKETING, PROMOTION & SALES. No press release, publication or public announcement related to the Agreement shall be issued or made without the prior written approval of both Parties.

11. SUSPENSION OR INTERRUPTION OF SERVICES: MTNMAX reserves the right to temporarily suspend provisioning of certain Services in the event of exigent circumstances, including but not limited to circumstances posing a danger to MTNMAX's Network equipment, to other MTNMAX customers' usage or equipment, or which otherwise threaten the use of the Network. In these circumstances, MTNMAX shall provide notice upon suspension, and will reinstate the Services upon completion of all necessary repairs. From time-to-time service may need to be suspended for routine maintenance during standard maintenance windows. If maintenance should be required outside of standard maintenance windows, MTNMAX will notify the customer in writing as soon as reasonably possible. MTNMAX will not be held responsible for Service interruptions outside of its control but will assist in an activity needed to assist in timely Service restoral.

12. EVENTS OF DEFAULT/TERMINATION: Either Party may terminate this Agreement if the other Party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days (or (10) days in the case of non-payment) after receipt of written notice of the same. Either Party may terminate this Agreement upon written notice for violation of terms or conditions of Service or if a Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

Customer may terminate this Agreement for convenience at any time by giving MTNMAX sixty (60) days notice, provided that Customer pay an early termination penalty of (a) 100% of the monthly recurring charge ("MRC") for all Services rendered through the date of termination, plus (b) 100% of the MRC remaining for all Services terminated during the first year of such Services', less amounts already paid by Customer with respect to such charges for the terminated Services. Neither Party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms; however, expiration or termination will not extinguish claims or liability

(including, without limitation, for payments due) arising prior to such expiration or termination. MTNMAX may waive early termination penalties if the terminated Service is on-net and Customer, within 30 days of the notice, places an order for new Services that represent an equal value to MTN MAX.

13. EFFECT OF TERMINATION. Upon termination of this Agreement: (a) MTNMAX will immediately cease providing the Services; (b) any and all payment obligations of Customer under this Agreement will become due immediately; (c) within thirty (30) days after such expiration or termination, each Party will return all Confidential Information of the other Party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (d) Customer will permit MTNMAX to remove from its premises all MTNMAX Equipment within ten (10) days of MTNMAX's request; and (e) MTNMAX will return any Customer Property in its possession within ten (10) days after such termination.

14. CONFIDENTIAL INFORMATION. Each Party acknowledges that it will have access to certain confidential information of the other Party concerning other Party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each Party's proprietary software and customer information. Each Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law or regulation, provided that the receiving party provide prompt written notice to the disclosing party of such impending release, and the releasing party cooperate fully with the disclosing party to minimize such release. Confidential Information will be treated in accordance to this section as well as section 10 above. Except as set forth in Section 11, nothing in this Agreement shall be construed as the grant of any license, either express or implied, with respect to, any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party.

15. WARRANTIES, DISCLAIMERS:

15.1 Limited Service Level Warranty. MTNMAX warrants that it will use its commercially reasonable best efforts to provide the Services hereunder. The Customer's sole remedy for breach of such warranty is set forth in this Agreement and the Service Level Agreement (SLA).

15.2 Limited Services Warranty. The fitness of a particular service purchased by the Customer will be subject to the terms and conditions outlined in the SLA. MTNMAX warrants that the Services performed will be done in a good and professional manner by employees of MTNMAX having a level of skill commensurate with the requirements of this Agreement. Services will be provided subject to MTNMAX's standard service intervals to the extent the standards are technically feasible. Customer's sole remedy, and MTNMAX's entire liability, for

breach of the foregoing will be to either, repair the work done, or, if repair is, in MTNMAX's sole opinion, impractical, to refund the fees paid for such services.

15.3 WARRANTY DISCLAIMER EXCEPT AS SET FORTH IN SECTION 16.2 AND FOR THE SERVICE CREDITS PROVIDED IN THE SO, THE SERVICES ARE PROVIDED ON AN "AS IS" OR "BEST EFFORT" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. MTNMAX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY, RELIABILITY AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MTNMAX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

15.4 Customer Representation and Warranties. Customer represents and warrants that (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to provide and use (itself and through MTNMAX) any Customer Property, or other content provided by Customer, in conjunction with the Services; and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or the policies or cause a breach of any agreements with any third parties or unreasonably interfere with other MTNMAX customers' use of the Services. Customer further represents and warrants that it has obtained all necessary authorizations and approvals required to provide services in the State of Montana.

16. LIMITATION OF LIABILITY: EXCEPT FOR DAMAGES ARISING UNDER SECTION 15 (CONFIDENTIAL INFORMATION) OR 18 (INDEMNIFICATION) OR BODILY INJURY OF A PERSON, NEITHER MTNMAX NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL OR PUNITIVE DAMAGES SUFFERED (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOSS OF ANTICIPATED REVENUES, SAVINGS, PROFITS, OR OTHER ECONOMIC LOSS SUFFERED), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE. IN NO EVENT SHALL MTNMAX BE LIABLE EITHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, FOR PROTECTION FROM UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR THE CONTENT, OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS OR OTHER INFORMATION, WHETHER THROUGH ACCIDENT, THIRD PARTY OR CUSTOMER FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD OR MEANS. WITHOUT LIMITING THE FOREGOING, EXCEPT AS PROVIDED IN SECTION 12 AND 14, EITHER PARTY'S LIABILITY TO THE OTHER FOR ANY LOSS RELATING TO OR ARISING FROM THIS AGREEMENT SHALL NOT EXCEED IN TOTAL THE AMOUNT THAT MTNMAX HAS BEEN PAID, FOR THE IMPACTED SERVICE, BY CUSTOMER FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT OR EVENTS GIVING RISE TO SUCH LIABILITY.

17. INDEMNIFICATION:

17.1 Customer Indemnification. Customer will defend, indemnify and hold harmless MTNMAX, its directors, officers, and employees from and against any and all claims, actions or demands brought against such parties, or any damages, costs, and fees arising there from, alleging: (a) with respect to the Customer's business: (i)

infringement or misappropriation of any third party intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity of a third party; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the Acceptable Use, Anti-Spam or Copyright Dispute Policies; (b) any damage or destruction to any MTNMAX property or other property caused by Customer, its representative(s) or designees; (c) any personal injury or property damage to any MTNMAX employee or MTNMAX property arising out of Customer or its employees conduct while on Customer's premises, unless such injury or property damage is caused solely by MTN MAX's gross negligence or willful misconduct, and (d) any action or omission that would constitute a violation or failure by Customer to comply with this Agreement, including a breach of the warranty set forth in Section 15.4.

17.2 MTNMAX Indemnification. MTNMAX will defend, indemnify and hold harmless Customer, its directors, officers, and employees from and against any and all claims, actions or demands brought against such parties, or any damages, costs, and fees arising there from, alleging: (a) infringement or misappropriation of any intellectual property rights relating to the Services or MTNMAX Equipment; (b) any personal injury or property damage to any Customer employee or Customer Equipment arising out of MTNMAX's willful or grossly negligent conduct; and (c) any action or omission that would constitute a violation or failure by MTNMAX to comply with this Agreement, including a breach of the warranty set forth in Section 15.

17.3 Procedure. The foregoing indemnities shall be subject to the indemnified party providing the indemnifying party with: (a) prompt written notice of each covered claim of which it becomes aware, and (b) sole right of defense and settlement of any covered claim.

18. MISCELLANEOUS

18.1 Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, in whole, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights obligations, and duties of the assigning Party.

18.2 Force Majeure. Except for the obligation to pay money, neither Party shall be responsible for any failure to perform its obligations under this Agreement (except for payment obligations) if such failure is caused by acts of God, war, strikes, revolutions, earthquakes, lack or failure of transportation facilities, law or governmental regulations or other causes that are beyond the reasonable control of that party; provided the non-performing party (a) gives prompt written notice of such event, (b) is without fault in causing such default or delay, (c) such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. The time for performance for the non-defaulting party's obligation under this Agreement will be extended as necessary, without penalty or liability to such party, for the same period of time as the delay. However, if it appears that the event will result in a delay in performance of more than thirty (30) days, the other party may, at its option, terminate this Agreement immediately

by written notice to the non performing party and receive a refund of any unused fees paid ("Force Majeure Event").

18.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana without regard to any conflicts of law provisions.

18.4 Severability If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

18.5 Notices. Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, e-mailed, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated herein, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.

18.6 Dispute Resolution.

18.6.1 Alternative to Litigation. The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.6.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.6.3 Arbitration. If negotiations do not resolve the dispute within sixty (60) business days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon

mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) business days of the demand for arbitration. The arbitration shall be held in Kalispell, Montana or in a mutually agreeable alternative city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) business days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 18.6.4 Expedited Arbitration Procedures.** If the issue to be resolved through the negotiations referenced in Section 19.8.2 directly and materially affects service to the Customer's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) business days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedure rules of the Commercial Arbitration Rules of the American Arbitration Association.
- 18.6.5 Costs.** Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees and costs of the arbitrator.
- 18.6.6 Continuous Service.** The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 3) in accordance with this Agreement.
- 18.7 Independent Contractors.** MTNMAX and Customer are independent contractors and not partners, joint ventures or otherwise affiliated and neither has any right or authority to bind the other in any way. Each party shall make no representations the contrary to any third party.
- 18.8 Customer Relocation.** If Customer relocates its place of business or undergoes maintenance, which requires MTNMAX to move or reconfigure MTNMAX Equipment or Services in order to provide the Services, Customer shall reimburse MTNMAX for the cost of such relocation at MTNMAX's then current rates.
- 18.9 Reliance on Disclaimer, Liability Limitations and Indemnification Obligations.** Customer acknowledges that MTNMAX has entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

19. NOTICES. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be subject to section 19.5 of this Agreement. Any notice shall be delivered using one of the alternatives mentioned in section 19.5 shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to MTNMAX: Montana Digital LLC
Attention: Carrier Relations
568 Franklin Way
Kalispell, MT 59901
Telephone: 406-257-6161
Facsimile: 406-257-0438
e-mail: billing@mtdig.com

If to CUSTOMER: Columbia Falls School District
610 13th Street West
Columbia Falls, MT 59912
(406) 892-6550
d_zuffelato@cfmthschools.net

20. ENTIRE AGREEMENT. This Agreement and the Attachments and SO's hereto set forth the entire Agreement of the Parties with respect to the subject matter hereof, and supersede and merge all prior agreements and understandings. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless signed by the Party granting such waiver or consent; *provided, however,* that any such amendment, modification or waiver hereto by MTNMAX shall become effective immediately upon execution of any SO executed after such amendment. The Attachments and SO's to this Agreement are hereby incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by both Parties.

COLUMBIA FALLS SCHOOL DISTRICT

MONTANA DIGITAL LLC

By:

By: _____

Name: _____

Name: Chris Galloway

Title: _____

Title: Managing Member

Date: _____

Date: March 15, 2023

EXHIBIT A -SERVICE ORDER

THIS SERVICE ORDER ("Order") is governed by the terms contained in the Master Services Agreement ("Agreement") between MONTANA DIGITAL, LLC ("MTNMAX" or "Seller") and Columbia Falls School District ("Columbia Falls School District" or "Customer") (the All capitalized terms used but not defined in this Order shall have the meanings ascribed to them in the Agreement.

Description of Services	Non-Recurring Charge (NRC)	Monthly Recurring Charge (MRC)	Term	Committed Delivery Date
2Gbps DIA via 10G SFP+	\$0.00	2264.20	3yrs	July 1, 2023
		\$2264.20		

IN WITNESS WHEREOF, each party has caused this Order to be executed by its duly authorized representative this ___ Day of _____, 20__ (the "Order Effective Date").

IN WITNESS WHEREOF, each party has caused this Order to be executed by its duly authorized representative this ___ day of _____, 20__ (the "Order Effective Date").

COLUMBIA FALLS SCHOOL DISTRICT

MONTANA DIGITAL LLC

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date:

EXHIBIT B-(SLA) SERVICE LEVEL AGREEMENT

A Service Outage shall begin when Columbia Falls School District (“Columbia Falls School District”) contacts MTNMAX to report an outage and ends at the time the Services are restored and fully operational. MTNMAX agrees to undertake immediate action to correct any Service Outage upon the earlier of knowledge or receiving notice from Columbia Falls School District. Columbia Falls School District may notify MTNMAX by telephone, e-mail, or any such similar expedited notice mechanism at the following: support@mtnmax.net In the event of a Service Outage Columbia Falls School District shall be entitled to each of the following remedies:

1. **Outage Credits.** MTNMAX shall credit Columbia Falls School District an amount as follows for Service Outages (“Outage Credit”):

<u>Service Outage Length</u>	<u>Credit Per Service</u>
Less than 15 minutes	0% of MRC of the Affected Service(s)
16 minute to 30 minutes	5% of the MRC of the Affected Service(s)
Start of a new minute above 30 minutes up to 60 minutes	5% of the MRC of the Affected Service(s) for each additional minute up to 60
61 minutes to 4 hours	50% of the MRC of the Affected Service(s)
Over 8 hours	100% of the MRC of the Affected Service(s)

2. **Events Excepted From Credit.** Notwithstanding the foregoing, Columbia Falls School District shall not receive any Outage Credit during those time periods solely caused by the following events:

- (i) The negligent actions or omissions, or willful misconduct of Columbia Falls School District or its agents or contractors;
- (ii) The failure of any Columbia Falls School District equipment or systems;
- (iii) A Force Majeure event, as defined in this Agreement;
- (iv) Emergency Maintenance; or
- (iv) A Planned Service Outage.

EXHIBIT C- MONITORING, MAINTENANCE & REPAIR

1. Purpose. This Exhibit describes the policies and procedures MTNMAX utilizes to monitor and maintain those certain number of strands of fiber optic cable specifically delineated in the SO (Fiber(s)). MTNMAX shall ensure that the Fiber is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance), or restore (in the case of non-routine maintenance) the functionality of the Fibers. MTNMAX reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.
2. Network Monitoring. MTNMAX's Network Operations Center ("NOC") proactively monitors its network and performs cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). MTNMAX utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.
3. Routine Maintenance. MTNMAX shall perform routine and preventative maintenance on MTNMAX's Network, including route patrol and all cable and locate activities as a part of the local "Call Before You Dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Fiber is also considered Routine Maintenance. The nature of such a Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. **MTNMAX's NOC will conduct Routine Maintenance which is service impacting (herein referred to as "Planned Service Outage") outside normal working hours anytime between 12:00 AM to 5:00 AM (local time) seven (7) days a week.** MTNMAX will provide Customer with ten (10) business days prior notice of the Planned Service Outage and five (5) business days prior notice of Routine Maintenance that is not service affecting. For clarity, and Planned Service Outage which exceeds the approved maintenance period shall be considered a Service Outage subject to the Outage Credit provision contained in the SLA, attached to and incorporated herein.
4. Emergency Maintenance. All maintenance other than Routine Maintenance and Planned Service Outage, as described above, shall be deemed to be "Emergency Maintenance" (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events). For any Emergency Maintenance, Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Fiber(s) is not on the Customer's side of the Demarcation Point. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer opens a Trouble Case for Technical Support by contacting MTNMAX Customer Support at support@mtnmax.net. Escalation procedures following opening of a Trouble Case are defined below.
5. Fiber Optic Cable Repair & Restoration. Following receipt of Customer's notification of a trouble case, MTNMAX shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial trouble case, provided MTNMAX has all necessary access to the Locations, including Customer's premises. In the event of a cable failure, MTNMAX shall use its best efforts to begin Fiber restoration within two (2) hours following identification of such failure. MTNMAX shall use its best efforts to then restore the functionality of the Fiber no later than six (6) hours following initiation of restoration activities. During an outage MTNMAX shall contact Customer on a regular basis, to update the status of restoration.

EXHIBIT D- FIBER SPECIFICATIONS

SPECIFICATIONS

The fiber optic cable shall generally be single-armored unless otherwise designated by MTNMAX in its sole discretion. MTNMAX will indicate the ITU-T grade of the provided fiber as part of the Notice of Completion.

Optical Cable with Non-Zero Dispersion –Shifted Fiber

- ♦ Attenuation at 1550 nm = 0.19 dB/km max
- ♦ Total Dispersion = 2.0 - 6.0 ps/nm-km for 1530 nm to 1565nm
4.5 – 11.2 ps/nm-km for 1565nm to 1625nm
- ♦ Polarization Mode Dispersion < 0.6 ps/km

Optical Cable with Single Mode Fiber

- ♦ Attenuation at 1310 nm = 0.40 dB/km max
- ♦ Attenuation at 1550 nm = 0.30 dB/km max
- ♦ Zero Dispersion wavelength = 1300 to 1322nm
- ♦ Dispersion slope = <.092 ps/nm²*km typical

Optical Cable with Negative Dispersion Single Mode Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Attenuation at 1310 nm = 0.50 dB/km max
- ♦ Total Dispersion = -10.0 to -1.0 ps/(nm*km) for 1530 nm to 1605nm

1.1 Splicing Standards are as follows for standard single mode fiber:

Splices shall be qualified during the initial construction with an OTDR from only one direction. Connector (pigtail) splices shall be qualified with a 1-km launch reel minimum. Unidirectional acceptance parameters are .2 dB loss at 1550nm.

After end-to-end (site-to-site) connectivity on the fibers, bi-directional span testing shall be done at both 1550nm and 1310nm. Spans in excess of 60kM shall be tested at 1550nm only, 1310nm Testing will be omitted unless specifically requested by the customer. Test results from spans in excess of 60kM will have no bearing on route or system acceptance and shall be provided as information only. These measurements must be made after the splice manholes or handholes are closed in order to check for macro-bending problems. Connectors shall be cleaned as necessary to ensure accurate measurements are taken.

Installed loss measurement at 1310nm and 1550nm shall be recorded using an industry-accepted laser source and power meter. Continuity testing shall be done on all fibers concurrently. Bi-directional acceptance parameters are as follows: 0.15 dB at 1550nm and/or 0.20dB at 1310nm.

The objective loss value of the connector and its associated splice shall be 0.50dB or less. This value does not include the insertion loss from its connection to the FDP. Connectors shall be Ultra SC-UPC with conventional single mode glass.

The end-to-end loss value as measured with an industry-accepted laser source and power

meter should have an attenuation rating of less than or equal to the following:

(1) At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.

(2) At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.”

1.2 All splices shall be protected with heat shrinks. An industry-accepted non-encapsulated splice enclosure shall be used on all splices (like Alcatel WTC2, PLP Coyote, Lucent 2600, 3M 2178, Tyco 450-D or Windsor.)

1.3 The entire fiber optic system shall be properly protected from foreign voltage and grounded with an industry-accepted system.

SPECIAL SERVICES
COLUMBIA FALLS School District # 6
Columbia Falls, Montana 59912

SPEECH-LANGUAGE PATHOLOGIST CONTRACT

This agreement is made this 28th of February, 2023, by and between Columbia Falls School District and Virginia Paulson.

IT IS AGREED AS FOLLOWS:

1. Virginia Paulson, SLP, shall provide Columbia Falls School District the services of Speech-Language Pathologist within the realm of her expertise and licensure. It is understood that Virginia Paulson is licensed by the State of Montana.
2. It is agreed that Virginia Paulson will be responsible for maintaining the pathologist's malpractice liability insurance, workers' compensation insurance, all other similar employee insurance coverage, tax deductions and benefits. Both parties recognize Virginia Paulson as an independent contractor providing these services.
3. A copy of a current Independent Contractor Exemption Certificate issued by the Montana Department of Labor, a copy of current malpractice liability coverage, a completed W-9 tax form and a copy of a current State License are required. If any of the required documents are renewed during the contract period, updated copies must be submitted.
4. Columbia Falls School District shall reimburse Virginia Paulson at the rate of \$50.00 per hour. Schedule may be up to 16 hours per week for the duration of the school year. These hours must be completed during student instruction days and any additional hours must be pre-approved by the Director of Special Services. Without that pre-approval, no compensation will be made.
5. Virginia Paulson will be responsible for transportation and insurance costs.
6. Ms. Paulson shall submit to the Director of Special Services an invoice by the 5th of the month following services indicating the hours served. The District shall remit payment no later than the 25th of the month following services.
7. It is further expressly understood and agreed that Virginia Paulson shall ensure that the therapy services are provided in accordance with the IEP and she shall prepare all documentation appropriate to the practice of speech and language pathologist in the school setting, comply with confidentiality standards, school district policy and the Family Educational Rights and Privacy.
8. This contract shall remain in effect through the duration of the 2022-2023 school year. Beginning March 20th, 2023 through June 6th, 2023.

Dated this 28 day of February, 2023

Virginia Paulson
Virginia Paulson, SLP

Jill Rocksund, S.D. #6 Board Chairman

Dustin Zuffelato, Clerk

Calendar Preference Tabulation 2023-2024

Group	Calendar A	Calendar B	No Preference
Admin	1	1	0
Certified	23	54	1
Classified	1	6	1
Policy Statement	1	2	2
Total Raw Score	26	63	4
Total Percent	28%	68%	4%

Based upon the results of the survey above, the District Calendar Committee would like to recommend the Board adopt Draft Calendar B for the 2023-2024 school year.

Columbia Falls School District Six

2023-2024 School Calendar

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						2

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						19

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						20

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						18

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						15

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						20

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						20

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						22

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						5

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug 10-11	Orange	First practice dates for fall sports
Aug 24-25	Purple	New teacher orientation
Aug 28-29	Yellow	Teacher PIR days
Aug 30	Green	First day for students
Sep 4	Red	Labor Day holiday
Sep 25	Yellow	Teacher PIR day (student holiday)
Oct 19-20	Yellow	MFPE Ed Conf (student holiday)
Nov 6	Green	2nd quarter starts
Nov 7&9	Yellow	Evening parent conferences (JH & HS)
Nov 10	Yellow	Parent/teacher conf. flex PIR (student holiday)
Nov 22-24	Red	Thanksgiving holiday
Dec 21	Blue	1/2 day
Dec 22-1/1	Red	Winter break

Jan 2	Yellow	Teacher PIR day (student holiday)
Jan 19	Blue	1/2 day for grading
Jan 22	Green	3rd quarter starts
Jan 26	Red	MT Speech & Debate Tourney (student holiday)
Feb 19	Red	President's Day holiday - snow day
Mar 25-29	Red	Spring break
Apr 4	Green	4th quarter starts
Apr 16&18	Yellow	Evening parent conferences (JH & HS)
May 3&6	Grey	Kindergarten roundup
May 27	Red	Memorial Day holiday
Jun 5	Blue	1/2 day for grading
Jun 7	Green	Last day of school



Combined School District Application for
Registration of School Bus & State
Reimbursement
School Year 2022 - 2023

TR-1(09/2006)
1 Copy County Superintendent
1 Copy School District

This form is required in accordance with Title 20, Chapter 10, Part 1, MCA. School district official must complete one form for each bus route that receives state reimbursement even though transportees of another legal entity may utilize the services.

Due Dates:	Paper Copy to County Supt	Electronic Submit to OPI	Rate Per Mile
All Routes	November 1	November 1	0.00
County Name	County Number	School System Name	School System Code
Flathead	15	Columbia Falls Pub Schls	0467
Route Number	Length of Route (miles per day)	Type of Service	Rated Capacity
6A	56.2	Regular	83
VIN	License Number	Ownership	
1BAKJCB44LF367461	760864C	District Owned	

Reimbursement Distribution - The legal entity number and percentage of state\county reimbursement to be paid to each district.

LE: 0312	LE: 0313
Route #: 6A	67.00 33.00

PASSENGER INFORMATION

	ELEMENTARY RIDERS (Grades PK-8)	HIGH SCHOOL RIDERS (Grades 9-12)	TOTAL ELIGIBLE RIDERS
	a	b	c
	NUMBER	NUMBER	a+b
Regular (include Kindergarten riders)			
1st Wheelchair (WC)			
2nd Wheelchair (WC)			
Additional Wheelchairs (WC)			
Non-WC IEP Lists Trans as Related Service			
TOTAL ELIGIBLE RIDERS			
Ineligible Public School Riders (i.e., under 3 miles OR nonresident and no attendance agreement that would otherwise allow nonresident riders to be eligible) (Include ineligible Preschool riders)			
Nonpublic School Riders (ineligible)			
TOTAL RIDERS			

We hereby certify that this bus will operate entirely on the route established by the Board of Trustees and within the transportation area assigned and approved by the County Transportation Committee. We further certify that this bus transports pupils eligible for school transportation as defined by 20-10-101, MCA.

We agree to supervision of this bus and bus route by the State Superintendent; to make such reports to the State Superintendent and County Superintendent as are required; to provide a vehicle which meets the minimum standards as established by the Board of Public Education, the Montana Highway Patrol and the State Superintendent; and to provide a licensed, qualified and approved driver to operate such vehicle as required by 20-10-103, MCA.

We also agree to refrain from soliciting or causing others to solicit students from other transportation areas.

We understand that violations of the laws, rules or regulations governing school transportation will be sufficient cause for withholding of state and county reimbursement for this bus route.

I certify that this application for registration of school bus and state reimbursement is true and complete to the best of my knowledge and belief, and the bus operates on the route as approved by and within the transportation service area assigned by the County Transportation Committee.

Signature - Chair, Board of Trustees *Joe Robinson* Date

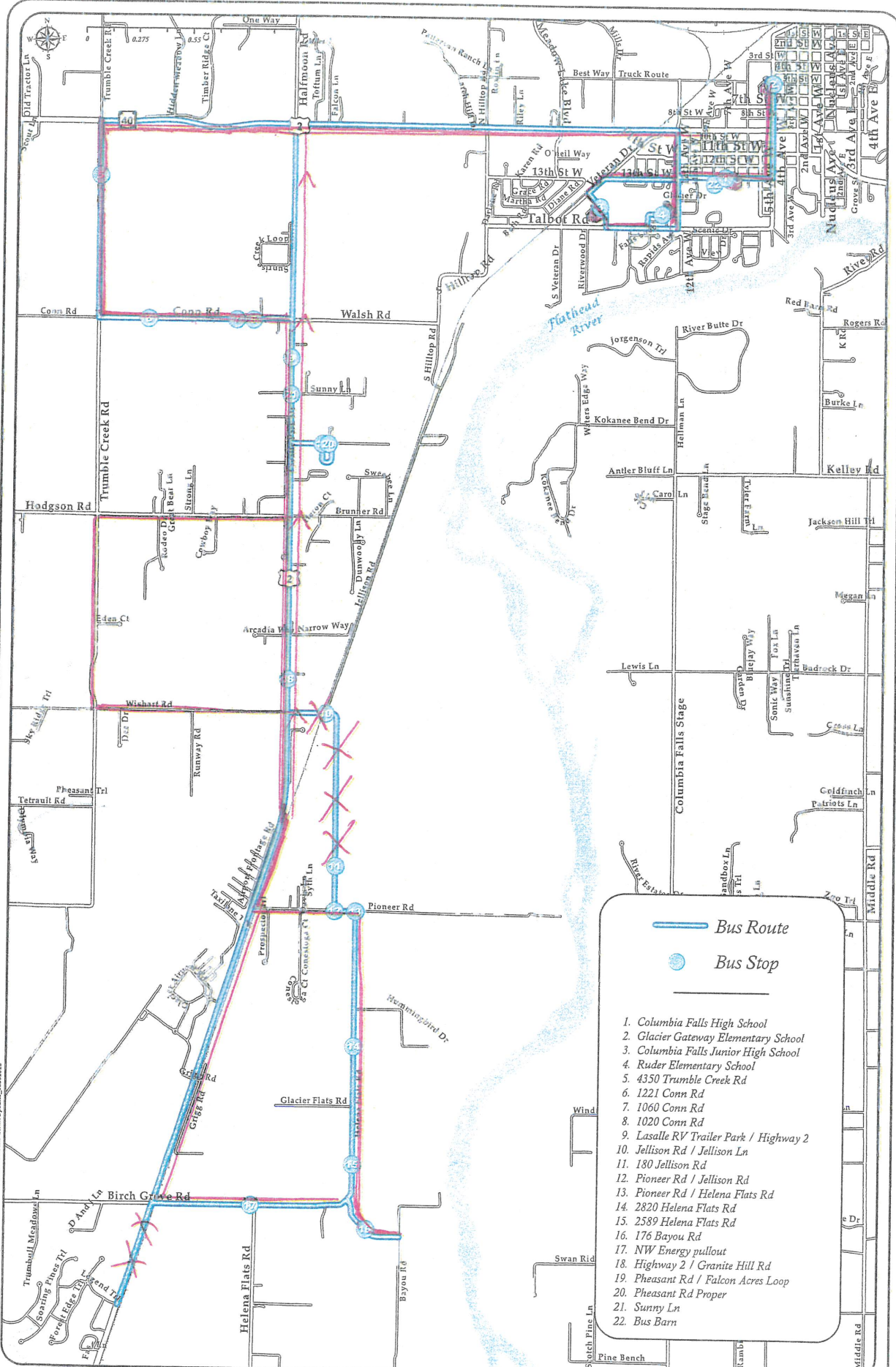
County Transportation Committee Approval as required in accordance with Section 20-10-132, MCA.
This Application for Registration of School Bus and State Reimbursement has been reviewed and I certify that this bus operates within the transportation area assigned to it by the County Transportation Committee.

Signature - Chair, County Transportation Committee Date

For Additional information contact Donell Rosenthal at (406) 461-9316 or email drosenthal@mt.gov

Bus 6	Route Schedule	Miles - 56.2
	Highway 2 / East Airport	Follow 10
	Driver Start Time: 6:30 AM Leave Time: 6:43 AM	
Stop	Time	Description
1	6:46	4350 Trumble Creek Rd
2	6:48	1221 Conn Rd Driveway to farm on right
3	6:50	1060 Conn Rd Old Dairy on Right
4	6:52	1020 Conn Rd
5	7:00	Lasalle RV Park Drive into park to pick up and drop off
6	7:05	389 Hodgson West off highway onto Hodgson Driveway just after creek
7	7:07	Jct Hodgson / Great Bear Lane
8	7:06	Hodgson / Trumble Creek
9	7:08	Jct Pioneer / Conestoga Left on Trumble Creek / Left on Wishart / Right on Highway to Pioneer Pioneer Business Park
10	7:09	236 Pioneer Rd Driveway before Pioneer / Jellison on left
11	7:19	Jct Pioneer / Helena Flats Rd Turn Right on Helena Flats Rd
12	7:22	Helena Flats / Hummingbird drive
13	7:24	2589 Helena Flats
14	7:26	176 Bayou Rd
15	7:27	Turnaround in the Bayou Bend
16	7:30	Just after intersection of Helena Flats / Birch Grove NW Energy pullout
17	7:36	4775 Hwy 2 Netcarz Rental Car
18	7:38	Hwy 2 / Granite Hill Road Turnaround at storage units
19	7:43	Pheasant / Falcon Acres Loop - EAST
20	7:44	Pheasant Rd Proper 1st Rd on Right after turning back on to Pheasant after Falcon
21	7:47	Sunny Ln Pull into Trumble Creek lot
22	7:56	High School
23	8:01	Glacier Gateway
24	8:09	Junior High
25	8:12	Ruder
26	8:25	Bus Barn

Stop	Time	Description
Bus 6		Route Schedule
		Highway 2 / East Airport
		Driver start time: 2:50 PM Leave time 3:00 PM
1	3:15	High School
2	3:20	Glacier Gateway
3	3:30	Junior High
4	3:35	Ruder
5	3:42	4350 Trumble Creek Rd
6	3:44	1221 Conn Rd Driveway to farm on right
7	3:46	1060 Conn Rd Old Dairy on Right
8	3:48	1020 Conn Rd
9	3:52	Lasalle RV Park Drive into park to pick up and drop off
10	3:56	389 Hodgson West off highway onto Hodgson Driveway just after creek
11	3:57	Jct Hodgson / Great Bear Lane
11A	3:57	Hodgson / Trumble Creek
12	3:58	Jct Pioneer / Conestoga Left on Trumble Creek / Left on Wishart / Right on Highway to Pioneer Pioneer Business Park
13	3:59	236 Pioneer Rd Driveway before Pioneer / Jellison
14	4:01	Jct Pioneer / Helena Flats Rd Turn Right on Helena Flats Rd
15	4:02	Helena Flats / Hummingbird drive
16	4:06	2589 Helena Flats
17	4:09	176 Bayou Rd
18	4:11	Turnaround in the Bayou Bend
19	4:18	Just after intersection of Helena Flats / Birch Grove NW Energy pullout
20	4:21	4775 Hwy 2 Netcarz Lot
21	4:25	Hwy 2 / Granite Hill Road Turnaround at storage units
22	4:31	Pheasant / Falcon Acres Loop - EAST
23	4:33	Pheasant Rd Proper 1st Rd on Right after turning back on to Pheasant after Falcon
24	4:37	Sunny Ln Pull into Trumble Creek lot
25	4:50	Bus Barn



- Bus Route
● Bus Stop
1. Columbia Falls High School
 2. Glacier Gateway Elementary School
 3. Columbia Falls Junior High School
 4. Ruder Elementary School
 5. 4350 Trumble Creek Rd
 6. 1221 Conn Rd
 7. 1060 Conn Rd
 8. 1020 Conn Rd
 9. Lasalle RV Trailer Park / Highway 2
 10. Jellison Rd / Jellison Ln
 11. 180 Jellison Rd
 12. Pioneer Rd / Jellison Rd
 13. Pioneer Rd / Helena Flats Rd
 14. 2820 Helena Flats Rd
 15. 2589 Helena Flats Rd
 16. 176 Bayou Rd
 17. NW Energy pullout
 18. Highway 2 / Granite Hill Rd
 19. Pheasant Rd / Falcon Acres Loop
 20. Pheasant Rd Proper
 21. Sunny Ln
 22. Bus Barn

Flathead: SA Project/Consultant: Agency: School District: Columbia Falls: Route: 6: Date: 6/6/2022

The areas depicted on these maps herein are for illustrative purposes only and do not necessarily meet mapping, surveying, or engineering standards. Deriving conclusions from this map is done at the user's assumed risk.

Memorandum of Understanding for Duties and Responsibilities Between
Columbia Falls School District
and
Montana Motorcycle Rider Safety MSUN
PO Box 7751 Havre, MT 59501

The Columbia Falls School District is providing access to their facilities for the Montana Motorcycle Rider Safety – MSUN (MMRS) to conduct motorcycle safety training at the Columbia Falls Junior High. Facilities are located at 1805 Talbot Road, Columbia Falls MT 59912.

Columbia Falls School District will provide classroom space with access to required technology including computer and presentation equipment, white board, chalkboard and basic classroom supplies as well as access to the parking lot for training. Columbia Falls School District is not providing instruction or personnel; hiring and funding of instructional personnel will be the responsibility of MMRS and they will provide proof of liability insurance naming the Columbia Falls School District as additional insured.

The District does not have staff scheduled to work during the weekends when the courses are scheduled. The District will provide MMRS with a key fob to access the restroom and cafeteria. MMRS is responsible for securing the facility after their use.

Facility Use Fee payable to Columbia Falls School District will be paid in three installments on the last day of May, June, July, August, and September in the amount of \$300 per session. Rental amount will include all access as listed or other School District charges for use up to 2 days per weekend, as needed, and with approval of the schedule listed on the next page. Contact information for payments is listed on the payment schedule on the next page. This agreement will be reviewed annually.

- Columbia Falls School District will provide the sweeping to clean the parking lot.
- Columbia Falls School District will provide the painting of the lines and guidelines for motorcycle riding.
- Columbia Falls School District will provide access to the cafeteria including access to restrooms.
- Columbia Falls School District will provide parking lot space for a trailer to be parked during the duration of this agreement. The storage trailer is 30 feet long. The District is not responsible for theft or damage to this trailer owned by MMRS.
- MMRS will pay a weekly fee of \$300 per session, for classroom use (TT08) and parking lot use.

Ted Miller
Junior High School Principal

Jill Rocksund
Board Chair

Jim Morrow
Director Montana Motorcycle Rider Safety

Date

Dates of Use for Montana Motorcycle Rider Safety at Columbia Falls Junior High

Due May 31:

Apr 29-30
May 13-14

2 sessions: \$600.00

Due June 30:

Jun 3-4
Jun 17-18

2 sessions: \$600

Due July 31:

July 8-9
July 15-16
July 22-23
July 29-30

4 sessions: \$1200

Due August 31:

Aug 12-13
Aug 19-20
Aug 26-27

3 sessions: \$900.00

Due September 30

September 9-10

1 Session: \$300

Check payments shall be sent to:

Payable to: Columbia Falls School District
Attn: Dustin Zuffelato
PO Box 1259
Columbia Falls MT 59912
(406)892-6554

Junior High School contact:
Ted Miller
t_miller@cfmthschools.net
406-214-9989

**RESOLUTION 412
COLUMBIA FALLS SCHOOL DISTRICT
FLATHEAD COUNTY**

**RESOLUTION AND FINDINGS RE: ALTERNATIVE
PROJECT DELIVERY CONTRACT**

WHEREAS Columbia Falls School District, Flathead County, MT (“the District”) is planning for construction activities with respect to High School Facility Improvements to prevent, prepare for, and respond to coronavirus. The District contracted Jackola Engineering in Spring 2022 to define the project scope/budget, specifications, schematic design, and development of construction bid specifications. Jackola Engineering, identified the following different projects that would allow the District to prevent coronavirus at the High School:

- (1) Replace steam boiler with new natural gas fueled boilers and hot water distribution system;
- (2) Improve ventilation with Energy Recovery Ventilators (ERVs) with gas heat and cooling;
- (3) Install a Variable Refrigerant Flow (VRF) system to heat and cool the building;
- (4) Remove the curtain wall system and replace it with new thermally broken frames filled with multiple pane, light efficient, glazing.

WHEREAS The District obtained estimated budget figures for these different projects and compared to the projects ability to prevent coronavirus and improve the learning environment at the High School. The Board of Trustees approved the project option to install a VRF system to heat and cool the building. Jackola Engineering developed the bid specifications. Bids were opened on February 14, 2023 and the District received one bid that was approximately \$3,000,000 more than the ESSER III appropriation.

WHEREAS The Board of Trustees determined to redesign the project to remove the curtain wall system and replace with new thermally broken frames and windows that provide more ventilation and reduced solar heat.

WHEREAS, §§ 18-2-501 *et seq.* and 20-9-204, MCA authorize the District to utilize an Alternative Project Delivery Contract for the procurement of such construction activities under certain conditions;

WHEREAS, those conditions are met with respect to the construction activities presently contemplated for the newly proposed redesigned High School Project, and the Board of Trustees for Columbia Falls School District hereby makes the finds and resolves as follows:

FINDINGS AND RESOLUTION:

The District has or will have knowledgeable staff and/or consultants who have the capacity to manage an Alternative Project Delivery Contract. In addition to District Administration officials and District staff, the District has retained the services of both (a) **Jackola Engineering**, 2250 Highway 93 South, Kalispell, MT, 59901, to provide both design and construction administration services attendant to the project at issue; and (b) **Kaleva Law Offices**, 1911 S. Higgins, Missoula, MT, 59801, to

provide legal services attendant to the project at issue. The District retained Jobsite Inc as Owner's Representative - who has the capacity and experience managing an Alternate Project Delivery Contract.

- (1) The Board of Trustees authorizes the use of a General Contractor/ Construction Management ("GC/CM") contract as defined in § 18-2-501(5), MCA for High School curtain wall replacement Project. The procurement and award process for that GC/CM contract will follow the requirements of § 18-2-503, MCA and will involve the competitive solicitation of proposals from qualified GC/CM providers through a Request for Proposals ("RFP") process that follows the Request for Qualifications ("RFQ") process. The Board authorizes the commencement of the process to select a qualified GC/CM by publishing a request for qualifications soliciting proposals in the *Hungry Horse/Daily Interlake* newspaper(s), which is the newspaper that will give notice to the largest number of people of the District. Subcontractors and suppliers will then be selected through a competitive solicitation process conducted either (a) solely by the selected GC/CM or (b) by the selected GCCM in conjunction with the District.
- (2) In accordance with § 18-2-502(2), MCA, the District has determined that the timely completion of the contemplated construction work for this project has significant schedule ramifications in terms of completing the work with a minimum amount of disruption to its educational operations. The High School will be required to be functional for the entire duration of the construction project. It is essential that the current load of students served within this school (approx. 800) continue to be served with no interruption at anytime. This timeline requires multiple phases of construction with students being able to use facilities as they reach completion rather than waiting for completion of the entire project. The schedule has been designed to minimize disruption to school operations.
- (3) In accordance with § 18-2-502(2), MCA, the District has determined that engaging and utilizing the services of a GC/CM during the design and pre-construction phases will provide a greater opportunity for significant cost savings in terms of value engineering, construction planning and building / construction systems analysis and comparison. Significant cost savings are projected to be derived from comprehensive input from the design team and GC/CM in order to identify the most cost effective, durable and energy efficient facilities and systems. The selection of these two critical components of the school represent a substantial portion of the total project costs and significantly affect the future operating costs of the facility. Providing the entire team with a comprehensive bidding and construction schedule represents a significant role of the GC/CM during the design process.
- (4) In accordance with § 18-2-502(3), MCA, the District hereby determines that the utilization of an Alternative Project Delivery Contract as described herein will not either (a) encourage favoritism or bias in awarding the contract or (b) substantially diminish competition for the contract. The basis for that determination is as follows:

- The procedures utilized for the competitive RFQ/RFP process will involve the same publication and solicitation processes that would otherwise be used to competitively solicit bids from a General Contractor (“GC”), i.e., publication in local newspapers, utilization of plan exchanges, etc. This approach has been demonstrated to increase subcontractor participation in the bidding process with a high level of transparency;
- The target pool of qualified GC/CM entities will consist – at a minimum – of the same pool of qualified GC entities that would be likely participants in a competitive bid process for construction work only;
- The criteria utilized to select the GC/CM will be those set forth in § 18-2-5-3(2), MCA and any additional factors unique to the project, all of which are intended to avoid any favoritism or bias in the GCCM contract award process; and
- At the conclusion of the GC/CM selection process, the District will – as required by § 18-2-503(4), MCA – state and document in writing the reasons for selecting the successful GC/CM candidate.

The above-outlined **RESOLUTION AND FINDINGS** are hereby made and entered by the Board of Trustees, Columbia Falls School District, Columbia Falls, MT, this 20 day of March, 2023.

CHAIR, BOARD OF TRUSTEES

By: _____

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

ATTEST: _____
District Clerk

**Substitute Hires
March 2023**

Teacher

LNAME	FNAME	Teacher
Kane	Jessica	Teacher
Houston	Emily	Aide
Getts	Emily	Aide
Reilley	Alicia	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
Reilley	Alicia	Hot Lunch
Slosson	Shara	Hot Lunch
		Hot Lunch
		Hot Lunch

Custodian

LNAME	FNAME	Other
		Custodian
		Custodian
		Custodian
		Custodian

3/14/2023

Name	Description	DAC	FTE	Hire Date
HOVDE, TERI K	Teacher	Ruder	1.0000	8/31/1990
NICHOLS, SABRINA K	Teacher	Junior High	1.0000	8/30/1991
KEHR, ROBYN L	Teacher	Ruder	1.0000	8/28/1992
KEHR, DAVID H	Teacher	Junior High	1.0000	8/27/1993
JENSEN, JODI L	Teacher	Glacier Gateway	1.0000	8/30/1995
NISSIN, SHERRI D	Teacher	Ruder	1.0000	8/30/1995
GANGE, KIMBERLY K	Teacher	Junior High	1.0000	9/21/1995
BLAIR, KENT M	Teacher	Junior High	1.0000	8/25/1997
GANGE, KRISTINE L	Teacher	Junior High	1.0000	8/25/1997
CHRISTENSEN, JANA E C	Teacher	Ruder	1.0000	8/31/1998
HANSON, AMY L	Teacher	Ruder	1.0000	8/31/1999
HOERNER, JENNIFER L	Teacher	Ruder	1.0000	8/31/1999
KOCH, PAULA A	Teacher	Junior High	1.0000	8/31/1999
WETSCH, KATHY M	Teacher	Junior High	1.0000	8/31/1999
BROWN, JOSIE L	Teacher	Junior High	1.0000	8/28/2000
FEIST, HEATHER S	Teacher	Junior High	1.0000	8/28/2000
ROBBINS, JENNIFER M	Teacher	Junior High	1.0000	8/28/2000
DIMAIO, LESLIE B	Teacher	Junior High	1.0000	8/27/2001
THOMPSON, JASON L	Teacher	Glacier Gateway	1.0000	9/3/2002
FREEMAN, HEIDI J	Teacher	Ruder	1.0000	8/25/2003
OREM, KRISTY M	Teacher	Glacier Gateway	1.0000	1/5/2004
CHILDERS, SARA F	Teacher	Ruder	1.0000	8/30/2004
COLEMAN, TAMMY A	Teacher	Junior High	1.0000	8/30/2004
WELCH, JOSEPH A	Teacher	Junior High	1.0000	8/30/2004
GNAUCK, CARRIE E	Teacher	Glacier Gateway	1.0000	9/1/2004
BRANSTETTER, JACQUELINE	Teacher	Junior High	1.0000	8/29/2005
MASA, RUBIANNA M	Teacher	Junior High	1.0000	8/29/2005
SCHAEFFER, RACHEL L	Teacher	Glacier Gateway	1.0000	8/29/2005
COX, DEBRA M	Teacher	Glacier Gateway	1.0000	8/28/2006
BOWLER, CAMI J	Teacher	Junior High	1.0000	8/27/2007
EMERSON, LAURA C	Teacher	Glacier Gateway	1.0000	8/27/2007
ERLER, EMILIE E	Teacher	Glacier Gateway	1.0000	8/27/2007
GIANOS, RACHEL A	Teacher	Glacier Gateway	1.0000	8/27/2007
GILCHRIST, HEATHER M	Teacher	Junior High	1.0000	8/27/2007
TRENERRY, NICOLETTE I	Teacher	Ruder	1.0000	8/27/2007
VAN DER WEIDE, SIMON H	Teacher	Glacier Gateway	1.0000	8/27/2007
GETTS, MARY ELLEN	Teacher	Glacier Gateway	1.0000	8/25/2008
LADENBURG, CASSIE J	Teacher	Ruder	1.0000	8/25/2008
OSBORNE, DENISE K	Teacher	Glacier Gateway	1.0000	8/25/2008
PICKARD, MARNA L	Teacher	Junior High	1.0000	8/25/2008
SCHAEFFER, TRISTA L	Teacher	Glacier Gateway	1.0000	8/25/2008
HEINZ, KAMI L	Teacher	Junior High	1.0000	8/24/2009
LOBBESTAEL, HALEY D	Teacher	Ruder	1.0000	8/26/2013
SCHWADERER, JESSICA B	Teacher	Junior High	1.0000	8/26/2013
DEISTER, ZACHARIAH L	Teacher	Junior High	1.0000	8/28/2014
MARTIN, JENNIFER L	Teacher	Glacier Gateway	1.0000	8/28/2014

SHIELDS, DANA M	Teacher	Ruder	1.0000	8/28/2014
AALDERKS, SANDRA L	Teacher	Glacier Gateway	1.0000	8/31/2015
BYRD-RINCK, CECILIA	Teacher	Junior High	1.0000	8/31/2015
CAUDILL, BENJAMIN T	Teacher	Junior High	1.0000	8/31/2015
HARRIES, EMILY R	Teacher	Glacier Gateway	1.0000	8/31/2015
MILLER, TROY D	Teacher	Glacier Gateway	1.0000	8/31/2015
PREISS, JOSHUA P	Teacher	Ruder	1.0000	8/31/2015
QUIRAM, TRISHA J	Teacher	Ruder	1.0000	8/31/2015
WEAVER, ANDREA D	Teacher	Glacier Gateway	1.0000	8/28/2016
JONES, SAMANTHA J	Teacher	Junior High	1.0000	8/29/2016
QUEEN, KRISTY A	Teacher	Ruder	1.0000	8/29/2016
BURNS, MARY C	Teacher	Ruder	1.0000	8/28/2017
BUTLER, AERICKA S	Teacher	Junior High	0.8000	8/28/2017
DEWS, JANE A	Teacher	Glacier Gateway	1.0000	8/28/2017
GEORGE, ALEXANDRA L	Teacher	Glacier Gateway	1.0000	8/28/2017
HARWOOD, CAMBERIA L	Teacher	Ruder	1.0000	8/28/2017
KOLLMANN, ASHLEY M	Teacher	Glacier Gateway	1.0000	8/28/2017
LILIENTHAL, CHARLES A	Teacher	Junior High	1.0000	8/28/2017
MANSFIELD, AUTUMN R	Teacher	Ruder	1.0000	8/28/2017
NADEAU, ASHLEY M	Teacher	Ruder	1.0000	8/28/2017
MATHESON, CAROL J	Teacher	Ruder	1.0000	8/23/2018
REAMY BUTTS, ALLYSON T	Teacher	Junior High	1.0000	8/23/2018
CALABRESE, JARROD A	Teacher	Glacier Gateway	1.0000	8/22/2019
DESCHAMPS, GABRIELLE M	Teacher	Ruder	1.0000	8/22/2019
ENOS, DEIDRA A	Teacher	Glacier Gateway	1.0000	8/22/2019
FOSTER, PAULA W	Teacher	Junior High	1.0000	8/22/2019
HALL, PATRICIA A	Teacher	Glacier Gateway	1.0000	8/22/2019
THURSTON, JENNIFER L	Teacher	Glacier Gateway	1.0000	8/22/2019

Name	Description	DAC	FTE	Hire Date
BOWMAN, TROY W	Teacher	High School	1.0000	8/27/1996
DEWELL, BEVERLY	Teacher	High School	1.0000	8/26/1997
HEINZ, JAMES W	Teacher	High School	1.0000	8/31/1998
BROWNE, PETER D	Teacher	High School	1.0000	8/31/1999
LOVERING, JENNIFER J	Teacher	High School	1.0000	8/31/1999
FERNANDEZ, ZULMA	Teacher	High School	1.0000	8/28/2002
SCHAEFFER, JESSIE A	Teacher	High School	1.0000	8/28/2002
CRANDELL, BRIAN F	Teacher	High School	1.0000	8/25/2003
COLEMAN, WILLIAM F	Teacher	High School	1.0000	8/30/2004
HOULE, KELLY J SR	Teacher	High School	1.0000	8/30/2004
WHITMAN, JULIA I	Teacher	High School	1.0000	8/29/2005
JOLLYMORE, ASHLEY E	Teacher	High School	0.8000	8/28/2006
QUINTIA, ERIN A	Teacher	High School	1.0000	8/28/2006
ROE, DAWN M	Teacher	High School	1.0000	8/28/2006
HANSON, ALIA A	Teacher	High School	1.0000	8/25/2008
MARSH, LORI DIANE	Teacher	High School	1.0000	8/25/2008
DANIELS, KATE L	Teacher	High School	1.0000	8/24/2009
STAFFORD, JASNA	Teacher	High School	0.8000	8/29/2011
SCHWEIKERT, JACKSON	Teacher	High School	1.0000	8/27/2012
FORKE, JOSHUA R	Teacher	High School	1.0000	8/31/2015
GRESS, SHELLY A.R.	Teacher	High School	1.0000	8/31/2015
HALL, JAKE M	Teacher	High School	1.0000	8/31/2015
PEACOCK, JAMES K	Teacher	High School	1.0000	8/31/2015
PENDERGAST, LESLIE R	Teacher	High School	0.5000	8/31/2015
FINBERG, CHRISTOPHER M	Teacher	High School	1.0000	8/29/2016
VESTAL, NIA R	Teacher	High School	1.0000	8/29/2016
CHIARITO, BRIDGET ML	Teacher	High School	1.0000	8/28/2017
FORKE, SHELBY E	Teacher	High School	1.0000	8/28/2017
HACKETHORN, EMILY T	Teacher	High School	1.0000	8/28/2017
MORAN, WILLOW A	Teacher	High School	1.0000	8/23/2018
PRICE, JEANETTE J	Teacher	High School	1.0000	8/23/2018
DANLEY, ANNA M	Teacher	High School	1.0000	8/22/2019
OSBORNE, JOSIAH S	Teacher	High School	1.0000	8/22/2019
WEBB, MARY K	Teacher	High School	1.0000	8/22/2019