

AGENDA
Board of Trustees
Columbia Falls School District Six
Regular Board Meeting
Monday, September 11, 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 board meeting minutes – Pgs. 1-5
 - b. Approval of August bills
 - c. Approval of Investment Reports
- 5. Public Participation**
- 6. Reports**
 - a. K-8 Facility Bond Project – Dave Jolly – Pg. 6
 - b. Elementary Report – Pgs. 7-10
 - c. High School Principal – Pgs. 11-12
 - d. Clerk / Business Manager – Pg. 13
 - e. Curriculum Director – In Person
 - f. Special Services Director – Pg. 14
 - g. MTSBA Board Report – Trustee Riley
 - h. Superintendent – Cory Dziowgo
 - i. Board Chair
- 7. Action/Discussion Items:**
 - a. Consideration of the recommended changes to Policy 1110 - *Taking Office* on first and final reading. - Pg. 15
 - b. Consideration of the recommended changes to Policy 1111 – *School Board Elections* on first and final reading. – Pgs. 16-17
 - c. Consideration of the recommended changes to Policy 2120 – *Curriculum Development, Content, Assessment* on first and final reading. – Pgs. 18-19
 - d. Consideration of the recommended changes to Policy 2140 – *Guidance and Counseling* on first and final reading. – Pg. 20
 - e. Consideration of the recommended changes to Policy 2332 – *Religion and Religious Activities* on first and final reading. – Pgs. 21-23
 - f. Consideration of the MOA between SD #6 and Helena Flats SD for SY 23-24. – Pgs. 24-26
 - g. Ratification of the Collective Bargaining Agreement with Columbia Falls Classified Union effective July 1, 2023 to June 30, 2024. – Pgs. 27-35
 - h. Ratification of the Policy Statement effective July 1, 2023 to June 30, 2024. – Pgs. 36-37
 - i. Consideration of the MOU with Flatheads Rapids – Junior High Soccer Program. – Pgs. 38-42
 - j. Consideration of the Facility Use Agreement with Flathead Rapids for use of the JH multi-use fields. - Pgs. 43-47
 - k. Consideration of the Preliminary Gap Analysis Resolution for 2025 Legislature. – Pgs. 48-58

8. Personnel

a. The superintendent has accepted the following resignations:

Amy Spangler	Title I Para – Ruder – end of SY 22-23
Niels Getts	JH Soccer Coach – end of SY 22-23
Heidi Wolf	Hot Lunch Helper – hired as a para
Kraig Moore	Assistant Soccer Coach – HS – end of SY 22-23
Rebecca Linton	Special Education Para – HS – end of SY 22-23
Ellen Szalay	Special Education Para – HS – end of SY 22-23

b. Consideration of the following hiring recommendations:

Justin Lovitt	Football Coach – Junior High
Tysen Rovig	Football Coach – Junior High
Catherine Schmidt	Special Education Para – Junior High
Amy Caudill	Grade 2 Teacher – Ruder
Emily Houston	Special Education Para – Ruder
Elisha Jacobs	GG Building Secretary – Coverage for regular secretary
Sandra Aalderks	Speech/Language Pathologist – 1.0 FTE to .5 FTE
Blake Rosenbaum	Custodian - District
Heidi Wolf	Special Education Para – High School

c. Consideration of the attached substitute hires: Pg. 59

d. Consideration of the following travel request:

Becky Bates	JumpStart National Educator Conference Chandler, AZ November 4-6, 2023 Scholarship – Balance paid through Carl Perkins
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9. Miscellaneous and Future Planning:

10. Adjournment

**The next Regular Board Meeting will be held at 6:00 p.m.,
Monday, October 9, 2023, in the School District Six Board Room**

REGULAR MEETING
BOARD OF TRUSTEES
SCHOOL DISTRICT #6
JULY 10, 2023

Unofficial

The Regular Meeting of the Board of Trustees of School District Six was held at 6:00 P.M., Monday, July 10, 2023, in the Boardroom of the administration offices at 501 Sixth Avenue West, Columbia Falls, Montana.

PRESENT:

Jill Rocksund..... Board Chair
Barbara Riley Vice Chair
Megan Upton..... Trustee
Justin Cheff..... Trustee
Keri Hill Trustee
Heather Mumby Trustee
Wayne Jacobsmeyer Trustee
Casey Huepel Trustee
Cory Dziowgo Superintendent of Schools
Dustin Zuffelato Business Manager/ Clerk

Call to order at 6:07 P.M.

CALL TO ORDER

Motion by Heupel, second by Cheff, to approve the agenda as presented.
Public comment was requested and there were none.
Passed 8-0.

APPROVE AGENDA

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

- Approve June bills
- Approve the investment report.
- Approve the minutes from May 26, June 5, June 12, and June 26.

Public comment was requested and there were none.
Passed 8-0

APPROVE CONSENT
AGENDA

Public Participation:

Approximately eight (8) people attended the meeting in person.

PUBLIC
PARTICIPATION:

Community member, Chuck Territo, would like the Board to take a closer look into the District's low proficiency rates indicated from students' test scores. He would like to see a change in the School District to lead the way within the state to improve scores.

Community member, Judy Territo, is questioning the District's Montana Quality Education Coalition (MQEC) contract renewal. She is disappointed that the District is supporting organizations that employ leaders like Lance Melton who makes \$360,000 per year. The district's money is being used and the Board doesn't seem to question or research what is being agreed on.

Community member, Joe O'Rourke, discussed summary pages of 2022 student assessments on the subjects of history and civics. This goes back to the education we want to provide to students. Nationwide scores have declined on average and COVID could be part of the decline, but it is not all of it. If we see a decline in our District's scores, we need to be proactive.

High School Athletic Director, Troy Bowman, shared an email that was sent to Dave Wick, Superintendent, Cory Dziowgo, and High School Principal, Jon Konen, regarding his position on 8th grade participation in high school sports. A recent Montana High School Association bylaw change is leaving the decisions to allow 8th grade participation up to each individual district. Columbia Falls is currently the largest Class A school in the state. Allowing 8th graders to participate will give the athletes five (5) years of eligibility. Mr. Bowman expressed concern that allowing 8th graders to participate may take away an opportunity for a high school student as many of the sports have a finite number of roster positions.

Community member, Dan Boutwell, Volleyball Head Coach Jolandie Brooks's father, spoke on her behalf while she is in Las Vegas at a coaching clinic. Ms. Brooks feels that the District should allow kids the opportunity to develop their athletic skills by playing as 8th graders instead of paying for travel ball expenses or personal training sessions. She is asking for 8th graders to be able to play high school sports.

Community member, Allison Dorr, asked the Board to consider 8th grade participation in high school sports. Athletics are an extension of the classroom and if a student has the talent, then we should make special accommodations for those students. Her daughter's options next year are to play on a club soccer team that is not at the higher level she is, or she could play with the high school players she has been playing with all summer. The need is to take each student on a case-by-case basis. She wants the District to adopt the ruling to allow 8th graders to play high school sports.

High School Principal, Jon Konen, agreed with what Troy Bowman said and will draft something more for the June 24th Special School Board meeting regarding 8th grade participation in high school sports. Columbia Falls High School has two separate Elementary District's that feed into it (Deer Park and West Glacier). There is no state funding to our District to support these out of district students to participate in the high school athletic programs. District policies would need to be revised to determine which out of district students would be served. Mr. Konen likes the policy implemented by the Bigfork School District defining participation thresholds before 8th graders may participate.

REPORTS:

Reports:

K-8 Facility Bond Project – Clerk Dustin Zuffelato discussed the final projects that are being completed this summer. Crews are still working on the ceilings in Ruder and outside work at Glacier Gateway (playgrounds and parking lots). The District is keeping an eye on the budgets and spend down of the entire contingency. Some projects that were cut originally are put back on the wish list. Still waiting on playground equipment for PreK at Ruder. After all items on the wish list are finished the budget will have a zero balance.

District Business Manager/Clerk provided the Board with a written report. Year-end Budget to Actual numbers were presented. The Food Service program enterprise activities were presented. The District is increasing the cost of meals being served. The Department will be investing in some changes at the high school cafeteria to make a more inviting space, more like a restaurant with different tables and booths. With the new kitchen equipment at Glacier Gateway there are more resources to make the program better, but may have to cut into the reserves in the future to keep up with the cost of escalating food prices. There is approximately \$50,000 of unpaid debt. Food Service Employees will – 2 – tly enforcing the policy for unpaid accounts and

get advice from the Auditors to see what legally can be done to write off the uncollected debt. There is also a plan to provide more of a push to families to apply for free and reduced lunch assistance. Health Insurance numbers were not available in time for the meeting and should be ready for the next meeting. Looking at unofficial numbers, claims paid looked to have exceeded the 125% goal and reserves dropped approximately \$150,000. The Business Office pushed through \$4 mil of payroll in June and the efforts of the new Payroll Person and team is appreciated. The District will continue to redesign how we do things in the Business Office. A discussion regarding using the Indian Education for All money was had by many board members. The conclusion is to possibly get a committee or coordinator to see how to spend the money.

Trustee Barbara Riley updated the Board about the recent proceedings of the Consortium of State School Boards Associations (COSSBA) and the Montana School Board Association (MTSBA). There has not been a board meeting and will have action items coming up. There is work being done to conduct in-person regional meetings again and want to start limiting Zoom events. Region 1 Meeting is scheduled for August 9, 2023, and would like to use the Glacier Gateway library for training. MTSBA is a resource for trustees and was formed to provide guidance on tough decisions that need to be made. The next state board meeting is MCEL in Billings during MEA days in October. A national meeting will be in September located at Washington D.C.

Superintendent Cory Dziowgo reported that it will take time to get acquainted with the various proceedings of the District and is excited for students and staff to return. There will be Superintendent Curbside Reporting and website messages available. There will be monitoring of social media to see if there is a need for a district account, similar to the individual school accounts. There should be a Board/Superintendent goal setting retreat soon and will strive to make sure the Superintendent is meeting expectations.

Board Chair Jill Rocksund discussed the Superintendent's evaluation and may look at different forms Superintendent Dziowgo has used in the past. Looking at possibly quarterly evaluations or at least three times per year for goals check ins.

Action/Discussed Items:

Each year the MTSBA has an annual meeting and this year there was not enough participation for a quorum. There needs to be a vote on each item to be submitted to MTSBA:

Motion by Riley, second by Mumby, to approve the FY25 Dues Revenue Estimate.
Public comment was requested and there was none.
Passed 6-2, no votes Jacobsmeyer and Upton

Motion by Mumby, second by Cheff, to support the changes to the MTSBA Principles and Guidelines as presented.
Public comment was requested and there was none.
Passed 7-1, no vote Jacobsmeyer

Motion by Mumby, second by Riley, to approve the Foundational Elements of MTSBA's Organizational DNA as presented.
Public comment was requested and there was none.
Passed 6-2, no votes Jacobsmeyer and Upton - 3 -

ACTION /
DISCUSSION ITEMS

MOTION TO APPROVE
THE FY25 DUES REV-
ENUE ESTIMATE

MOTION TO SUPPORT
THE CHANGES TO THE
MTSBA PRINCIPLES
AND GUIDELINES

MOTION TO APPROVE
THE FOUNDATIONAL
ELEMENTS OF MTSBA'S
ORGANIZATIONAL
DNA

REGULAR MEETING
JULY 10, 2013
PAGE 4

Unofficial

MOTION TO APPROVE THE MULTI-YEAR VISION-BASED ADVOCACY PROCESS RESOLUTION

Motion by Riley, second by Heupel, to approve the Multi-year Vision-Based Advocacy Process Resolution.
Public comment was requested and there was none.
Passed 6-2, no votes Jacobsmeyer and Upton

MOTION TO SUPPORT THE MTSBA GAP ANALYSIS RESOLUTION FOR THE 2025 LEGISLATURE

Motion by Cheff, second by Mumby, to support the MTSBA Board Director's Gap Analysis Resolution for the 2025 Legislature.
Public comment was requested and there was none.
Passed 7-1, no vote Jacobsmeyer

MOTION TO APPROVE THE NOMINATION OF SUE CORRIGAN AS MTSBA PRESIDENT ELECT

Motion by Mumby, second by Heupel, to approve the nomination of Sue Corrigan (MTSBA Kalispell Municipal Director) as MTSBA President-Elect (and unanimously nominated by the MTSBA Board of Directors).
Public comment was requested and there was none.
Passed 7-1, no vote Jacobsmeyer

MOTION TO APPROVE THE NOMINATION OF KRystal ZENTNER AS MTSBA VICE-PRESIDENT

Motion by Heupel, second by Cheff, to approve the nomination of Krystal Zentner (MTSBA Region 9 Director/Bridger Trustee) as MTSBA Vice-President (and unanimously nominated by the MTSBA Board of Directors).
Public comment was requested and there was none.
Passed 7-0, Jacobsmeyer abstained from voting

MOTION TO APPROVE THE RENEWAL OF THE PROPANE GAS AGREEMENT WITH CITY SERVICE VALCON FOR FY 24

Discussion was had regarding having a propane fueling station on campus at the Bus Barn, the main cost only being a concrete pad. Moving the fueling station on-site will save time and be safer for the drivers. Other changes for the Transportation Department will be that each bus driver will be responsible for his/her own bus; washing the exterior, pick up and sweep inside, and inspect for any damages.
Motion by Riley, second by Jacobsmeyer, to approve the renewal of the propane gas agreement with CityServiceValcon for FY24.
Public comment was requested and there is a need for finding more bus drivers.
Passed 8-0.

PERSONNEL:

Personnel:
The Board acknowledged the following resignations previously accepted by the Superintendent: Becky Sorensen – GG Special Education Paraeducator, Chad Green – JH Football Coach, Kenneth Little – Food Service, Tad Rosenberry – Bus Driver, Ruby Beach – Custodian, Dave Wick – Superintendent of Schools, Diane Marsh – HS Business Education Teacher

MOTION TO APPROVE ELEMENTARY HIRING RECOMMENDATIONS

Motion by Mumby, second by Cheff, to approve the following Elementary District hiring recommendations: Alyssa Morales – Ruder Music Teacher, Alicia Evans – Ruder Counselor, Bailey Vukonich – Ruder Grade 5 Teacher, Amie Dziowgo – Ruder Grade 2
Public comment was requested and there were none.
Passed 7-0.

MOTION TO APPROVE HS AND DISTRICT-WIDE HIRING RECOMMENDATIONS

Motion by Riley, second by Heupel, to approve the following High School/District Wide hiring recommendations: Tabitha Roth – Bus Driver, Jessica Moultray – Learning Strategies and Student Tutoring Paraeducator, Jessica Victor – Freshman Class Advisor, Amanda Perry – HS Traffic Education Teacher

Public comment was requested and the loss of Teacher Diane Marsh hurts the High School and there will need to be some creative thinking to fill the position before the start of school.
Passed 8-0.

Motion by Heupel, second by Hill, to approve the Temporary Summer hiring recommendations: Blake Rosenbaum – Summer Custodian, Syndi Newbury – Summer Food Service, Paul Rossi – Summer Custodian, Heidi Wolf – Summer Food Service, Dawn Garwood – Summer Custodian, Jessica Victor – HS Summer School Teacher
Public comment was requested and there was none.
Passed 8-0

MOTION TO APPROVE
THE TEMPORARY
SUMMER HIRING
RECOMMENDATIONS

The following travel request is paid through Medicaid funds.
Motion by Riley, second by Mumby, to approve Out-of-State Travel Requests for: Michelle Swank – Pacific NW Institute on Special Education Law Conference in Vancouver, Washington October 9-11, 2023.
Public comment was requested and there was none.
Passed 8-0.

MOTION TO APPROVE
OUT OF STATE
TRAVEL

Miscellaneous and Future Planning:

- Certified Negotiations Committee – July 11, 2023 – 9:00 A.M.
- Policy Committee Meeting – June 13, 2023 – 4:00 P.M. – Administrative Conference Room
- Canyon Elementary Building Use Committee Meeting – June 24, 2024 – 4:30 P.M. – At the School
- Special Meeting/Work Session – July 24, 2023 – 6:00 P.M.

MISCELLANEOUS
AND FUTURE
PLANNING

There was a brief discussion regarding the possibility of the District emails being hacked. IT Director Chris Grau will look into it.

As there was no further business to come before the Board, Chair Rocksund adjourned the meeting at 7:35 P.M.

MEETING
ADJOURNED

Board Chair

Business Manager/Clerk

Columbia Falls K-8 Construction Project

Project Budget

August 31, 2023

Revenue:	Revenue		Budget Balance	YTD Spent % of Budget	
	Budget	Month-to-Date			Project-to-Date
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	-	6,123	1,123	
Interest on bond proceeds	515,000		514,933	(67)	
	<u>42,051,715</u>	-	<u>42,052,770</u>	1,055	
Expenses:	Budget	Expenses Month-to-Date	Expenses Project-to-Date	Budget Balance	YTD Spent % of Budget
Owner's Rep	449,748	9,400	408,291	41,457	90.78%
Architect & Engineering Ruder	904,722		886,953	17,769	98.04%
Architect & Engineering Glacier Gateway Elementary	1,767,240		1,767,235	5	100.00%
Architect & Engineering Multi Use Sports Fields	39,680		32,220	7,460	81.20%
Architect & Engineering Junior High Safety and Security	18,500		18,500	-	100.00%
Architect & Engineering-Reimbursables	10,000		8,280	1,720	82.80%
Architect & Engineering-Additional Services	257,342		230,536	26,807	89.58%
Construction - Multi-Use Sports Fields	1,002,009		1,008,092	(6,083)	100.61%
Construction - Ruder Addition and Remodel Phase One	3,766,156		3,767,822	(1,666)	100.04%
Construction - Ruder Addition and Remodel Phase Two	7,400,701	87,971	7,189,299	211,402	97.14%
Construction - Glacier Gateway Elementary	21,970,000	68,949	21,592,522	377,478	98.28%
Construction - Glacier Gateway Elementary Change Orders to District	995,776		941,460	54,316	94.55%
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		173,668	(599)	100.35%
Technology (classroom technology)	660,000	1,400	656,469	3,531	99.47%
Furnishings & Equipment - Multi Use Fields	120,000		119,638	362	99.70%
Furnishings & Equipment - Ruder	410,000		404,378	5,622	98.63%
Furnishings & Equipment - Glacier Gateway	1,006,871		1,025,027	(18,156)	101.80%
Soils & Geotech	40,000	1,537	39,467	533	98.67%
Hazardous Material Assessment - Removal	12,000		11,077	923	92.31%
Building Permits	128,000		128,000	-	100.00%
Impact Fees	1,000		586	414	58.60%
Utilities	150,000		151,251	(1,251)	100.83%
Site Surveys-LPW	19,200		20,300	(1,100)	105.73%
Materials Testing	42,000		41,753	247	99.41%
Moving Costs	50,000		50,566	(566)	101.13%
Commissioning	125,617		112,912	12,705	89.89%
Election Costs/Legal Fees	30,000		30,655	(655)	102.18%
Bond Issuance Costs	125,000		121,868	3,132	97.49%
District Contingency	-		-	-	0.00%
	<u>42,039,894</u>	169,257	<u>41,308,203</u>	731,690	98.26%
Budget Balance	<u>11,821</u>				

Ruder September Board Report

Summer flew and before we knew it, we were back for the new school year! Teachers and staff have been working hard on creating Ruder's expectations for students. This is part of our MTSS and PBIS planning. These expectations are being taught and modeled for students in an effort for them to not just say the words but to have their actions show it. The theme for this is "The Wildcat Way". When students are not modeling the expectation, they are asked to stop and model The Wildcat Way. Along with working on school expectations, we are developing a minor vs. major referral system. For minor infractions, students will once again have opportunities to correct their behavior with several steps before it becomes an office referral.

We have 7 new certified staff and 7 new para educators. They are all doing an amazing job and stepping in to add their expertise to our school improvement ideas and help where needed.

To better improve our safety measures, parents are not allowed in the building to pick students up after school. All students are walked outside to meet their parents. This has been running very smoothly and we have had a lot positive feedback from parents.

Our new drop ceilings were installed over the summer and the rooms look wonderful. It made a huge difference in the appearance of the old classrooms. We would like to express our appreciation to our custodial staff who had to work around those rooms and their completion before they could do a deep cleaning. As always, the school looked amazing when we got back.

Students are getting settled back in and began STAR testing. We are hoping to have more PLC time this year for teachers so they can use the data to ensure students are getting the interventions that best fits their needs.



Glacier Gateway Board Report
September 2023

Our school year has gotten off to an amazing start. Staff and students are excited about the new school year. Glacier Gateway is working on continuing to build a staff culture that is a supportive and positive work environment. We have been ecstatic to start this exciting new school year in our new building together. Our enrollment stands at 485 students, with full classes in Kindergarten, 1st and 2nd grades.

Before the official start of the school, teachers were busy attending professional development opportunities across the Flathead Valley. Glacier Gateway used one of the professional days to prepare classrooms for the arrival of students and our Meet and Greet event. On our second day of professional learning, the first part of the morning was spent district-wide with an employee breakfast and immediately following the breakfast GG staff received webinar training to implement screening and progress monitoring tools for both reading and math through Renaissance STAR. The afternoon was spent meeting as a building staff at Glacier Gateway prioritizing information for a smooth start to a new year in our GG building. GG staff had a family BBQ at Principal Anello's house. Such a great time and event to catch up with families.



Glacier Gateway hosted a "Back to School Meet and Greet" on Monday, August 28th. We teamed with our PTO and served about 500 individuals dinner. Information tables were set up in our commons with a variety of information stations and resources for families to be part of our GG family. We also had information available through our specialists on healthy eating habits, counseling services available at school, and the importance of physical activity. School supplies were available for families needing support.

Over the summer our MTSS Leadership team worked together to plan for the maintenance of tier 1, 2, and 3 systems within our school. Our leadership team has planned WILDCAT PRIDE activities for each month, with our first one scheduled on September 13th. During our Monthly assemblies we will work, as an entire school, to build and celebrate WILDCAT PRIDE. Our team

has been working diligently since planning the transition to our new building to create a Hey Wildcat! Video series for expected behaviors.



We have set goals as a staff for moving forward at GG. We have Best Practice Instructional strategy reviews monthly scheduled as well as using STAR Data to inform our instructional decisions.

Again, we are off to a great start and are looking forward to another wonderful year of building meaningful relationships with our students and helping each child grow to their fullest potential.



COLUMBIA FALLS JUNIOR HIGH

Ted Miller - Principal x 4009
John Cooper - Assistant Principal x 4008
Cory Dziozgo - Superintendent
(406) 892-6550 x 1422

cfjuniorhigh.org (406) 892-6530 Fax: (406) 892-6528

CFJH September Board Report Monday, September 11th

- We held an open house on Monday, August 28th. It was very successful! We were able to meet with all families in assemblies to deliver information. Then families went to pick up informational packets, familiarize themselves with the building, and meet and greet their new teachers. We had a huge turnout!
- New Staff Members
 - Sam Kavanagh - 7th/8th Math
 - Kate Whisenand - 7th/8th ELA
 - Lea Shanks - 7th/8th Science
 - Caitlin Coghlan - 7th/8th Science
 - Catherine Schmidt - Special Education Paraprofessional
- Thank you to our staff for doing an excellent job preparing for the new school year! Our teachers and staff are excited about the new year. This staff keeps stepping up to each and every challenge they face. Hats off to the great staff at CFJH!
- Our theme this year is "Find Your Way at CFJH." We work to provide guidance and support as students "find their way" navigating school challenges and daily choices. Junior high can be a difficult time in a child's life and school career. The staff here at CFJH are fantastic at assisting kids on their journey. Our goal is to help students find their way through school and set them up for success in the future.
- In the first few weeks of school we had kickoff assemblies for each grade level, a new instrument night for band, started the library club, checked out Chromebooks, and lots of great community building and classroom learning activities. We also started our fall sports seasons. Cross country, football, volleyball, and soccer started practice. The first competitions are this week. We have a lot of athletes out for fall sports! Go Wildcats!
- We had a few updated policies and procedures this year. We updated our dress code with more precise language about pajamas, shorts/skirts length, width of straps on jerseys/tank tops, and a couple of others. We created an infographic to help families decide on what type of clothing will be allowed at school to create a positive learning environment. Also, we added after school detention this year for students who are assigned multiple detentions in a quarter and have repeated behaviors.
- Thank you to the custodial and maintenance staff for getting our building ready for the year! It looks great and like new. We couldn't have a great climate and facility without them!
- Our teachers have worked on creating staff meeting norms, professional expectations, teaching student procedures and expectations, designing professional development opportunities, and learning new safety procedures, among a plethora of others.

Student Enrollment

- 10 -

- Enrollment 546: 6th- 184, 7th- 185, 8th- 177



CFHS Board Report: September 11, 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

Our school wide goal this year is to continue to build school culture. Students and staff will both have activities and tasks to make this more tangible. We will simultaneously be working on attendance as well. We have met with the school board on some ideas to address attendance sooner before students reach 18 absences which will be the state's indicator for excessive absences.

Notable accomplishments:

- **HOUSE CONSTRUCTION** – We had 13 students last year in the House Construction class earn their official state certificates for apprenticeship hours through the Mt. Dept. of Labor last year. Our cabin left for Many Glacier only a couple weeks ago. We posted it on our Facebook page and many parents, businesses, and families reposted it...it went viral reaching over 108,000 people as of September 6, 2023. We have started our new cabin with 11 students this year. Come visit.
- **LIBRARY RECEIVES DONORS CHOOSE GRANTS** – We've got more than \$1,500 worth of field guides, binoculars, and hand lenses heading our way via two Donors Choose projects we got funded. Having these items available for check out in the library will increase student's opportunities to grow their natural history knowledge and sharpen their naturalist skills! We are excited to be able to check these items out to students so that they can utilize them to explore their amazing backyard, to take with them when they go hunting, and to help them learn to identify the diverse species that also call NW Montana home!
- **BLEED BLUE TICKET SYSTEM** – Every staff member will find at least one student every two weeks (18 minimum) that exhibits Character, Focus, Honor, or Strength. Our goal is to celebrate and increase a positive school culture by recognizing the great things CFHS students do in our school, as well as recognizing staff that are positively contributing. If all staff meet the minimum requirement, that would be $70 \times 18 = 1,260$ minimum tickets, we feel a good goal is 1,000 tickets by year's end. Be on the lookout as we will be updating our progress towards this





CFHS Board Report: September 11, 2023

Columbia Falls High School
610 13th St W
Columbia Falls, MT 59912
(406)892-6500 Office (406)892-6583 Fax

Principal - Jon Konen
Asst. Principal - John Thompson
Athletic Director - Troy Bowman

Strategic Goal #2: High Performing Workplace

Open and Unfilled Positions at the High School - We have a few openings: two paraprofessionals for the special education program, as well as one position for food service.

Our **school wide goal** the CFHS Leadership Team chose was to increase positive school culture. We are currently setting goals to address how each one of us will help meet this goal by creating SMART goals. A SMART goal is as follows:

- S – Specific M – Measurable A – Attainable R – Realistic T – Time bound

Other Accomplishments:

- By September 29, 2023, all certified staff (54) will be setting new goals, first as a department, then as an individual.
- A Teacher Dashboard was created to put all important documents, data, agenda, communication, and more in one place for staff to access.

Strategic Goal #3: Organizational Effectiveness

The third goal under Organizational Effectiveness on the strategic plan states, "Goal 3: Establish and foster a positive collaborative culture in all district departments." Our Leadership Team chose school culture as a goal area for us to work on. We have several expectations of our staff to make it tangible. Here is a list of tasks or events we are working on:

- **Bleed Blue Tickets** – Staff is expected to find at least one student every two weeks that exhibits the CFHS characteristics (Character, Focus, Honor, and Strength). This equates to 18 Bleed Blue Tickets that get celebrated and mailed home to families over the course of the year.
- **Professional Development** – Staff are receiving Professional Development all throughout the school year pertaining to our goal of school culture.
- **Building an MTSS School** – We are working on building multiple tiers for systems of support for students. We have varied levels of intervention from most intensive to interventions the school receives.

Strategic Goal #4: Family & Community Engagement

FRESHMAN ORIENTATION: Last month we conducted our Freshman Orientation night for families. We had a very successful attendance rate, we not only filled up the bottom tier of bleachers in the gym, but it overflowed into the top tier. Families were able to get information from Mr. Thompson, Student Body President and Vice President, and the principal. Families then received their student's schedule and rotated around to each classroom to meet teachers and other staff.

Strategic Goal #5: District Facilities Support & Enhance Learning

HVAC UPDATE: The past couple weeks have been a whirlwind for Swank Construction and our janitorial staff here at CFHS. Swank finished their first phase of our HVAC update by getting all the duct work completed. All staff members are looking forward to the new air system and handlers being put in place the summer of 2024. Additionally, while this was going on, our janitorial staff did an amazing job of getting our school ready to go for the first day of school. We want to formally thank Kris Jackola and our CFHS janitorial crew.

TO: Board of Trustees
FROM: Dustin Zuffelato, Business Manager/Clerk
DATE: September 7, 2023
RE: **Business Office Report for the September 11, 2023 Regular Meeting**

Beverage Provider Agreement – Coca Cola

The District had a five year agreement with Coca-Cola that expired on June 30, 2023. The terms of the agreement provide the District with 25% of the cash collected (commission) from the full service vending machines. Additionally, the District receives \$1,500 annually to award to students for scholarships. The five-year agreement provided an up-front lump sum payment of \$10,000 to the District. This payment was made in-lieu of any rebates. The agreement dictated that the District would sell 1,974 cases annually. The District has been significantly below this threshold for the term of the agreement. Specifically, the District has sold 3,681 cases over the 5-year term as compared to the required amount of 9,870. In an effort to compensate for this shortfall, Coca Cola has offered to renew the agreement on a year-by-year basis until the threshold has been met. In this proposal, there will be no up-front funding, however the annual scholarship funding will continue.

Multi Use Sport Fields

The District entered into an agreement with Flathead Rapids in 2021. This inaugural agreement for the new multi-use sports fields had a two-year term that expired in July 2023. The intent of the agreement is to generate revenue to fund a portion of the operating costs of the new fields. Flathead Rapids Youth Soccer use the multi-use sport field complex as their primary fields. The District retains the right to schedule use of the facility to accommodate other user groups. The financial terms of the previous agreement charged a fee of \$10 per player per season. The Flathead Rapids had approximately 250 players age grade 3 and above which generates approximately \$5,000 per year. Additionally, the Flathead Rapids used the Canyon Elementary Gym daily between January and March. The District charged the Rapids \$100 per week for this use generating \$1,750. The total revenue of \$7,000 was less than the annual cost of water for the fields approximating \$10,000. Other costs include mowing, fertilizer, porta potties, and dumpster service. The proposed fee is increased to \$15 per player, which would generate an additional \$3,450. Additionally, the Canyon Elementary use is proposed to increase to \$2,000. The total proposed revenue of ~\$9,000 does not cover the cost of watering the fields. The discussions concerning that the terms of this proposed agreement do not cover our operational costs turned to advertising as a revenue source. Specifically, field naming rights. The District would have to discuss Board Policy if you intended to take advantage of this source of funding.

Election – County Election Department

You recall the District adopted (in June 2023) Resolution 413 calling for the County to conduct the annual school election. The District received the response from the County Election Administrator. Flathead County is **unable to administer** the elections for the following reasons:

- Limited Staff Resources – The Election Supervisor recently retired.
- More than 23 School District's in Flathead County
- The County Election Department **must** (required) also administer elections for Special Districts, municipalities, and federal elections.
- Software Conversion/Statewide redistricting
- Presidential Election in 2024

Flathead County will provide signature verification for mail ballots as well as use of tabulating equipment. The District will be working directly with the vendor (ESS) of the electronic ballots to ensure we have more control over timing and delivery. The District will continue to collaborate with the Election Department to conduct the elections with fidelity, independence, and ensuring utmost integrity to the registered voters.



SPECIAL EDUCATION

SPECIAL SERVICES COLUMBIA FALLS SCHOOL DISTRICT #6

September 6, 2023 Board Report

Submitted by Michelle Swank, Director

Professional Development

This past August, various educator SD6 training workshops were offered to provide additional professional development to bus drivers, para-educators, and teachers. Workshops encompassed self-regulation approaches, behavioral de-escalation techniques, and special education process and procedures. Many thanks to the participants who joined in the workshops as well as individuals whom helped facilitate and supported the development of the workshops!

District-wide para-educator training workshops will be offered throughout this school year during Early Release days for professional development. Topics of workshops include: 1) Understanding Neurodiversity, 2) Regulation-Behavioral Approaches/Strategies, 3) Instructional Delivery Approaches and Strategies. These focus topics were driven via staff feedback from last school year and what para-educators would like further instruction and professional growth in.

The SD6 Special Education Department is continuing to maintain best practices to follow state and federal special education regulations. Montana OPI Compliance Monitor Cycle will occur this school year for SD6; this encompasses the OPI Special Education division reviewing SD6 special education documents to ensure correct processes and procedures are being implemented. This review cycle occurs every five years per each school district within the state of Montana. Ongoing professional development will be provided throughout the school year to SD6 Case managers, to help support this process.

Updating SD6 Section 504 process/ procedures will be provided to staffing this coming Fall-Winter. In addition, staff training on Family Education Rights and Privacy Act (FERPA) guidelines, will also be offered.

Staffing

This coming school year 23/24, we have hired three certified Special Education Teachers, Sarah Sheldon (Ruder), Jessica Victor (High School) and Mandi Douglas (High School) to replace those individual positions from the end of last school year. In addition to the wonderful new certified staff hired, we hired five Special Education Para-Educators; Tana Poor, Emily Houston, Heidi Wolf, Emily Eisenschenk, and Tessa Peters. From last year's over-all SD6 Special Education increase of student's identified with special needs, the continued need for Speech Language Pathologists and Special Education Teachers are current certified openings. In addition, several Para-educator positions are still needing to be filled for this school year.

A special shout-out to our Special Education Mentors who will be working hand in hand with our new teacher mentees this coming school year! The mentorship approach provides a wonderful opportunity for collaboration and growth. We are excited to see the positive gains of our students and staff this school year!

[District] School District

THE BOARD OF TRUSTEES

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page 1 of 1

Taking Office

A newly elected trustee shall take office as soon as election results have been certified and the newly elected trustee has taken and subscribed to an oath to faithfully and impartially discharge the duties of the office to the best of his/her ability. The person shall qualify by taking an oath of office administered by the county superintendent, the superintendent's designee, or any officer provided for by law. Such oath must be filed with the county superintendent not more than fifteen (15) days after the receipt of the certificate of election or the appointment.

Except as otherwise provided by law, trustees shall hold office for terms of three (3) years, or until successors are elected and qualified. Terms of trustees are staggered as provided by law.

The District Clerk shall collaborate with the Office of Public Instruction to provide a link to the District website and contact information for trustees and the District Clerk within fourteen (14) days of trustee qualification and oathtaking.

Cross Reference: Policy 1113 Vacancies

Legal References: § 1-6-101, MCA Officers who may administer oaths
 § 2-16-116, MCA Power to administer oaths
 § 20-1-202, MCA Oath of office
 § 20-3-301, MCA Election and term of office
 § 20-3-307, MCA Qualification and oath
 House Bill 811 **Online Repository for Trustee Information**

Policy History:

Adopted on:

Reviewed on:

Revised on:

SCHOOL DISTRICT ORGANIZATION

School Board Elections

Elections conducted by the District are nonpartisan and are governed by applicable election laws as found in Title 13 and Title 20 of the Montana Code. The ballot at such elections may include candidates for Trustee positions, various public policy propositions, and advisor questions.

Board elections shall take place on the first (1st) Tuesday after the first (1st) Monday in May of each year. Any person who is a qualified voter of the District is legally qualified to become a Trustee. A declaration of intent to be a candidate must be submitted to the District Clerk at least forty (40) days before the regular school election day. If different terms are to be filled, the term for the position for which each candidate is filing also shall be indicated. Any person seeking to become a write-in candidate for a trustee position shall file a declaration of intent no later than 5:00 p.m. on the day before the ballot certification deadline in Section 20-20-401, MCA. If the number of candidates filing for vacant positions or filing a declaration of intent to be a write-in candidate is equal to or less than the number of positions to be elected, the Trustees may cancel the election and shall give notice no later than thirty (30) days before the election that a Trustee election will not take place. If a Trustee election is not held, the Trustees shall declare the candidates elected by acclamation and shall issue a "certificate of election" to each candidate.

A candidate intending to withdraw from the election shall send a statement of withdrawal to the Clerk of the District containing all information necessary to identify the candidate and the office for which the candidate filed. The statement of withdrawal must be acknowledged by the Clerk of the District. A candidate may not withdraw after 5:00 p.m. the day before the ballot certification deadline in Section 20-20-401, MCA.

In the event of an unforeseen emergency occurring on the date scheduled for the funding election, the District will be allowed to reschedule the election for a different day of the calendar year.

In years when the Legislature meets in regular session or in a special session that affects school funding, the Trustees may order the election on a date other than the regular school election day in order for the electors to consider a proposition requesting additional funding under § 20-9-353, MCA.

The District will provide access to polling places and accessible voting technology for individuals with disabilities. The District Clerk will be responsible for assessing polling place for accessibility and ensuring reasonable access for individuals with disabilities.

Legal Reference: § 13-1-101 Definitions (*Revised by Senate Bill 15*)
 § 13-10-211, MCA Declaration of intent for write-in candidates
 § 15-10-425, MCA Mill levy election (*Revised by House Bill*)

	<u>543)</u>
§ 20-3-304, MCA	Annual election
§ 20-3-305, MCA	Candidate qualification, nomination and withdrawal
§ 20-3-313, MCA	Election by acclamation – notice
§ 20-3-322, MCA	Meetings and quorum
§ 20-3-324(4), MCA	Powers and duties
§ 20-3-344, MCA	Nomination of candidates by petition in first-class elementary district
§ 20-9-353, MCA	Additional financing for general fund – election for authorization to impose
<u>§ 20-9-426, MCA</u>	<u>Preparation and form of ballots for bond election (Revised by House Bill 543)</u>
§ 20-20-105, MCA	Regular school election day and special school elections – limitation – exception
§ 20-20-204, MCA	Election Notice
§ 20-20-301, MCA	Qualifications of elector
Senate Bill 15	Revises election laws related to accessibility for disabled electors

Cross References:

Policy History:

Adopted on:

Revised on:

STUDENT INSTRUCTION

Curriculum Development, Content, and Assessment

The Superintendent shall recommend a comprehensive curriculum that is designed to accomplish the learning objectives and goals for excellence contained in the District's educational philosophy, mission statement, objectives and goals. The Board must approve all changes to the curriculum, including the adoption of new textbooks and new courses.

A written sequential curriculum shall be developed that aligns each program area with the appropriate content standards, grade-level or grade-band learning progressions and the District's educational goals. A curriculum review cycle and timelines for curriculum development and evaluations shall be established by the Superintendent.

In all program areas and at all levels, the District shall assess student progress toward achieving content standards and content-specific grade-level learning progressions including:

- Content and data;
- Accomplishment of appropriate skills;
- Development of critical thinking and reasoning; and
- Attitude.

The District will use assessment results to improve the educational program and use effective and appropriate tools for assessing such progress. This may include, but is not limited to:

- Standardized tests;
- Criterion-referenced tests;
- Teacher-made tests;
- Ongoing classroom evaluation;
- Actual communication assessments such as writing, speaking and listening assessments;
- Samples of student work and/or narrative reports passed from grade to grade;
- Samples of students' creative and/or performance work; and
- Surveys of carry-over skills to other program areas and outside of school.

The District may receive and/or provide distance, ~~online and technology delivered~~ remote, or offsite learning programs, as provided in Montana law. These learning programs and/or courses shall meet the learner expectations adopted in the District and shall be aligned with state content standards and content-specific grade-level or grade-band learning progressions. The Superintendent/designee is directed to develop procedures regarding the District's distance, ~~online and technology~~ remote, or offsite delivered learning.

The District will provide gifted and talented coursework. The District will provide structured support and assistance to teachers in identifying and meeting the diverse student needs of gifted and talented students and a framework for considering a full range of alternatives for addressing student needs.

[District] School District

INSTRUCTION

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page 1 of 2

Guidance and Counseling

The District recognizes that guidance and counseling are an important part of the total program of instruction and should be provided in accordance with state laws and regulations, District policies and procedures, and available staff and program support.

The general goal of this program is to help students achieve the greatest personal value from their educational opportunities. Such a program should:

The general goal of this program is to help students achieve the greatest personal value from their educational opportunities. Such a program should:

- Provide staff with meaningful information that can be utilized to improve the educational services offered to individual students;
 - Provide students opportunities to develop future career and educational plans;
 - Refer students with special needs to appropriate specialists and agencies;
 - Aid students in identifying options and making choices about their educational program;
 - Assist teachers and administrators in meeting academic, social and emotional needs of students;
-
- Provide for a follow-up of students who continue their education and move into the world of work; and
 - Solicit feedback from students, staff and parents for purposes of program improvement.
 - Assist students in developing a sense of belonging and self-respect.

All staff will encourage students to explore and develop their individual interests without regard to gender, race, marital status, national origin, or handicapping conditions.

The District may utilize a career coach for educational and career counseling. A career coach may offer opportunities for internships or apprenticeships within the community and assist students with high school course offerings, career options, occupational training, and postsecondary opportunities associated with the student's field of interest.

Legal Reference	§ 49-3-203, MCA	Educational, counseling, and training programs
	10.55.710, ARM	Assignment of School Counseling Staff
	10.55.802, ARM	Opportunity and Educational Equity
	<u>House Bill 458</u>	<u>Career Coaches</u>

[District] School District

INSTRUCTION

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page 1 of 3

Religion and Religious Activities

In keeping with the United States and Montana Constitutions and judicial decisions, the District may not support any religion or endorse religious activity. At the same time, the District may not prohibit private religious expression by students.

Student Prayer and Discussion

Students may pray individually or in groups and may discuss their religious views with other students, as long as they are not disruptive or coercive. The right to engage in voluntary prayer does not include the right to have a captive audience listen or to harass other students. Students may pray silently in the classroom, except when they are expected to be involved in classroom instruction or activities.

Staff Members

Staff members may not encourage, discourage, persuade, dissuade, sponsor, participate in, or discriminate against a religious activity or an activity because of its religious content **while in the course of performing official duties of that staff member's position(s) with the District.** ~~They must remain officially neutral toward religious expression.~~

Assemblies, Extracurricular and Athletic Events

District officials may not invite or permit members of the clergy, staff members, or outsiders to give prayers at school-sponsored assemblies and extracurricular or athletic events. District officials also may not organize or agree to student requests for prayer at assemblies and other school-sponsored events. Furthermore, prayer may not be broadcast over the school public address system, even if the prayer is nonsectarian, non-proselytizing, and initiated by students.

Student Religious Expression and Assignments

Students may express their individual religious beliefs in reports, tests, homework, and projects. Staff members should judge their work by ordinary academic standards, including substance, relevance, appearance, composition, and grammar. Student religious expression should neither be favored nor penalized. **A student may read the Bible or other religious material during free reading time or when self-selected and consistent with a classroom or course requirements.**

Graduation Ceremonies

In order to assure the appropriateness and dignity of the occasion, the District sponsors and pays for graduation ceremonies and retains ultimate control over their structure and content.

District officials may not invite or permit members of the clergy to give prayers at graduation. Furthermore, District officials may not organize or agree to requests for prayer by other persons at graduation, including requests from students. The District may not prefer the beliefs of some students over the beliefs of others, coerce dissenters or nonbelievers, or communicate any endorsement of religion.

Students and their families may organize baccalaureate services, at which attendance must be entirely voluntary. Organizers of baccalaureate services may rent and have access to school facilities on the same basis as other private groups and may not receive preferential treatment. The District may not be identified as sponsoring or endorsing baccalaureate services. District funds, including paid staff time, may not be used directly or indirectly to support or subsidize religion.

Religion in the Curriculum

Staff members may teach students about religion in history, art, music, literature, and other subjects in which religious influence has been and continues to be felt. However, staff members may not teach religion or advocate religious doctrine or practice. The prohibition against teaching religion extends to curricular decisions which promote religion or religious beliefs.

School programs, performances, and celebrations must serve an educational purpose. The inclusion of religious music, symbols, art, or writings is permitted, if the religious content has a historical or independent educational purpose which contributes to the objectives of the approved curriculum. School programs, performances, and celebrations cannot promote, encourage, discourage, persuade, dissuade, or discriminate against a religion or religious activity and cannot be oriented to religion or a religious holiday.

Student Religious Clubs

Students may organize clubs to discuss or promote religion, subject to the same constitutionally acceptable restrictions the District imposes on other student-organized clubs.

Distribution of Religious Literature

Students may distribute religious literature to their classmates, subject to the same constitutionally acceptable restrictions the District imposes on distribution of other non-school literature. Outsiders may not distribute religious or other literature to students on school property, consistent with and pursuant to the District policy on solicitations.

Religious Holidays

Staff members may teach objectively about religious holidays and about religious symbols, music, art, literature, and drama which accompany the holidays. They may celebrate the historical aspects of the holidays but may not observe them as religious events.

Legal Reference:

Kennedy v. Bremertson Sch. Dist., 142 S.Ct. 2407 (2022)
Art. II, Sec. 5, Montana Constitution - Freedom of religion
§ 20-7-112, MCA Sectarian publications prohibited, religious materials allowed, prayer permitted (revised by House Bills 744, 745)

Policy History:

Adopted on:

Reviewed on:

Revised on:

Memorandum of Agreement
Transportation Services

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is made and entered into this 24th day of August, 2023, by and between Flathead County School District #15-Helena Flats Elementary (hereinafter referred to as "Helena Flats") and Flathead County School District #6-Columbia Falls (hereinafter referred to as "Columbia Falls").

WHEREAS, HELENA FLATS and COLUMBIA FALLS would like to cooperate to efficiently transport students to the Flathead Crossroads Program at the Evergreen School District located in Kalispell Montana.

WHEREAS HELENA FLATS does not operate school buses making it an extraordinary expense to transport student(s) to Evergreen to provide students with the opportunity to receive the unique educational services provided by the Flathead Crossroads Program.

WHEREAS, COLUMBIA FALLS operates an eighty-four passenger school bus to transport students to the Flathead Crossroads Program each day this program is in session including summer school.

WHEREAS, COLUMBIA FALLS has the capacity to transport students residing within the Helena Flats Elementary District to the Flathead Crossroads Program.

WHEREAS, the COLUMBIA FALLS bus route 26 would be altered slightly to pick-up the HELENA FLATS students. The additional miles to alter the bus route will not be reimbursed by the State/County as the route will be modified to serve ineligible bus riders, in accordance to Montana Code Annotated (MCA) 20-10-101(2).

NOW, THEREFORE, COLUMBIA FALLS agrees and represents as follows:

1. Transport one (1) resident (in-District) HELENA FLATS students one-way from the Flathead Crossroads School located at 18 West Evergreen Drive, Kalispell, Montana to the Helena Flats Elementary School located at 1000 Helena Flats Road, Kalispell, Montana in the afternoon only commencing August 30, 2023 and continuing each day of the 2023/2024 school year calendar adopted by the Flathead Crossroads Program (Evergreen School District).

2. Provide transportation on a school bus that conforms with Montana Code Annotated (MCA) 20-10-102.
3. Provide a driver that is properly licensed and qualified under Montana Code Annotated (MCA) 20-10-103.
4. Ensure that its transportation operations are covered by commercial auto coverage in the following amounts, and agree that such insurance is primary in the event of any loss occurring from the operation of its vehicles:

Liability (BI & PD)	\$1,500,000 per occurrence/each accident (combined single limits)
Med Pay:	\$5,000 per person
Uninsured/Underinsured Motorist:	\$1,000,000

NOW, THEREFORE, in consideration of COLUMBIA FALLS altering its bus route and transporting HELENA FLATS students to the Flathead Crossroads Program, HELENA FLATS agrees and represents as follows:

1. All students transported by COLUMBIA FALLS shall reside within the HELENA FLATS School District boundaries e.g. (in-District students) of HELENA FLATS.
2. The drop-off location e.g. Bus Stop will be the Helena Flats Elementary School located at 1000 Helena Flats Road.
3. HELENA FLATS will be responsible for supervision of the student at the school after the drop-off time.
4. HELENA FLATS will be responsible for the conduct of its students at all times. COLUMBIA FALLS reserves the right to deny service to students based on their sole discretion that their behavior is interfering with the safe operation of the vehicle.
5. Reimburse COLUMBIA FALLS a fixed fee of \$25 per day that a HELENA FLATS student is transported.
6. Provide payment on a semi-annual basis at the end of each semester to:

Columbia Falls School District
 Dustin Zuffelato-Business Manager/Clerk
 P.O. Box 1259
 Columbia Falls, MT 59912

This agreement shall be effective as of August 30, 2023 for the 2023/2024 School Year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement of the dates indicated below:

Principal, Helena Flats Elementary

Date

Board Chair, Helena Flats Elementary

Date

Cory Dziowgo, Superintendent School District #6

Date

Jill Rocksund, Chairman of the Board School District #6

Date

CLASSIFIED CBA proposal summary – FY 2024

This document contains a summary of the underlying intention related to the proposed changes to the Collective Bargaining Agreement for the CLASSIFIED staff

Article 6 – Employment Rights

The intent of this extension for probationary employees is to provide more time for both the District and the employee to meet the essential job functions prior to the probationary period expiring. This will allow the District more time to evaluate whether an employee should become a permanent employee.

Article 7 – Leaves, Vacations, Holidays

The intent of this change from Annual Leave to Vacation Leave is to clarify and be more consistent with the language used within AESOP and state statutes.

Adding the three floating holidays within the list provides clarity and ease of reference. The floating holidays were already afforded within the current (previous) CBAs. This is just a clean-up and clarification as to where the three floating holidays are mentioned/listed.

Removing the language depicting leaves as time worked will help the District align overtime provisions to the fair labor standards acts.

Article 8 – District Leave

Removing the ambiguous language regarding the floating holidays as we cleaned this up and inserted this in Article 7.

Article 10 – Hours of Work

Clarifies calculation of overtime in accordance to the FLSA for employee assigned to different job classifications and thus earning different payrates. This codifies what has been policy/procedure to comply with FLSA.

The meal allowances for activity trip was inserted to reflect State Statute and prior District Policy. Just clean-up language as the District was previously providing these meal allowances in accordance to state statutes.

Inserted language concerning which drivers are awarded trips in an effort to allow the District to hire drivers that are employed just to work activity trips. It appears that the District may be able to recruit a few extra drivers if they are just required to take activity trips as opposed to run a regular daily route to transport students from home to school. The inserted language protects the current route drivers by giving them priority for the activity trips. The District would like to give this priority as an incentive for drivers to be assigned to a regular route, which is of utmost importance to the District.

Inserted language defining Activity Trip Drivers as those assigned just to operate activity trips.

Article 11 – Contract Workers

Inserted language as recommended by the District to provide flexibility to fulfill essential tasks when the District is unable to recruit permanent employees. The District utilized LC Staffing for both Custodial and Hot Lunch last year. A disagreement between the District and Union ensued. This language will allow the District to continue to use contracted labor, if necessary.

Addendum A – Compensation

\$.60 increase.

As you recall, the state provided a 2.70% increase to the general fund budget limit.

Historical perspective

FY 2017 2.50% Base Increase and \$.50 to aides

FY 2018 2.00% Base Increase

FY 2019 1.50% Base Increase

FY 2020 \$.45 per hour

FY 2021 \$.45 per hour

FY 2022 \$.45 per hour \$1.53 for Paras

FY 2023 \$.45 per hour \$1.53 for Paras

\$0.60

Category	Desc	Base Rate	EQUIV INC w longevity
1	Kitchen Help	17.88	3.47%
2	Custodial, Bakers, Cooks	19.39	3.19%
3	Drivers	20.84	2.96%
4	Maint, Grounds	23.26	2.65%
5	Mechanic	27.06	2.27%
6	Para-Professional	17.88	3.47%

September 11, 2023

COLUMBIA FALLS CLASSIFIED EDUCATION ASSOCIATION

SCHOOL YEAR 2023/24

Tentative Agreement

ARTICLE 4 – ~~MANAGEMENT RIGHTS~~ RIGHTS OF THE BOARD

The Union recognizes that the Board has responsibility and authority to manage the District, on behalf of the public, and all the operations and activities of the School District to the full extent authorized by law, provided such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Professional Agreement. Employees in the bargaining unit and their representatives shall recognize the prerogatives of the Board of Trustees to operate and manage its affairs, including, but not limited to the following:

- a. to direct employees;
- b. to hire, promote, transfer, assign, and retain employees;
- c. to relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. to maintain the efficiency of government operations;
- e. to determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f. to take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. to establish the methods and processes by which work is performed.

It is recognized by the parties that the Board of Trustees reserves onto itself all rights to manage the School District that are not specifically waived herein.

ARTICLE 6 - EMPLOYMENT RIGHTS

Section 1. Probationary Period:

Subsection 1. The School District shall have six months in which to evaluate new employees to determine the individual's competency. Should the District determine a probationary employee has work related problems, after meeting with the employee the Superintendent may by written notice to the employee extend his/her probationary period by ~~one~~ three months.

Section 2. Performance Evaluation:

Subsection 1. A formal program of employee evaluation shall be established to insure that all nonprobationary employees are performing to the standards of the position and to assist employees in improving and maintaining skills. 1 – 3 0 – evaluations shall satisfy the test for "just cause",

except that when an employee disagrees with his/her evaluation, he/she may request an evaluation by the ~~appropriate Education Director Superintendent~~, or his/her designee, who shall make the final determination.

Section 4. Employment Security:

Subsection 2. The following are examples of grounds for immediate termination: Insubordination, neglect of duties, theft, physical misconduct, abusive or criminal behavior, involvement with pornographic materials on School District Six property, unauthorized use of District computer equipment, ~~use of tobacco, alcohol, drugs, or under the influence of drugs and alcohol.~~

Subsection 4. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered ~~permanent in an individual's file. temporary contents of the personnel file of an employee and shall be removed no later than three years after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. The removal of a letter does not subsequently limit the District's rights to refer to the event giving rise to the letter.~~

ARTICLE 7 - LEAVES, VACATIONS AND HOLIDAYS

All employees shall be granted such leave as provided by law. In addition the District agrees to allow the following:

Section 1. ~~Annual Vacation~~ Leave:

Subsection 1. The dates when employees' ~~annual vacation~~ leaves shall be granted shall be determined by agreement between each employee and the employer with regard to the best interest of the employer as well as the best interest of the employee. ~~Annual Vacation~~ leave will not be limited to days that school is not in session. Unless in the case of a stated personal emergency, employees shall request ~~annual vacation~~ leave utilizing the AESOP program ten days in advance of the date of the proposed leave. During the first two weeks of school, the District shall post in the business office a form on which bargaining unit members may request ~~annual vacation~~ leave dates. In the event of conflicting dates in cases where the District cannot have as many employees absent as have requested similar dates, the one(s) with the most District seniority shall be granted the leave. Leaves requested after the posting period shall be granted on a first come, first granted basis. Earned leave credits need not be taken all at one time.

Subsection 2. Part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

Subsection 3. Employees working less than twelve months per year may:

1. Use their ~~annual vacation~~ leave during the school year with agreement between the employee and employer with regard to the best interest of the employer as well as the best interest of the employee, or
2. Receive a payoff for their accumulated ~~annual vacation~~ leave at the end of the school year. This payoff will be for all accumulated ~~annual vacation~~ leave, or
3. Carry ~~annual vacation~~ leave forward as permitted by law.

4. ~~Annual vacation~~ leave will not be limited to days that school is not in session.
5. ~~Annual vacation~~ leave payoffs as outlined in option 2, will not be considered time worked.

Section 2. Bereavement Leave: Bereavement leave for the immediate family, at full salary with no loss of sick leave shall be provided each employee after the approval of the appropriate supervisor. For the purposes of this Article, immediate family will be defined as spouse, child, father, mother, brother, sister, grandparent, ~~grandchild, foster and step relations~~, guardian, aunts, uncles, first cousins and/or in-laws bearing any of these relationships, and any person living in the employee's household.

Section 4. Holidays: Employees shall be granted the following paid holidays

Day	Date
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
Three Floating Holidays	Dates of the days shall be determined by mutual agreement between the District and the bargaining unit representative.
State/National Election Days	When the school buildings are closed because it would be disruptive
*Only those employees working at least 80 hours in July will receive the Independence Day holiday	

~~Section 6. Leaves, Vacation and Holiday: All leaves, vacations and holidays will be considered time worked. This includes District leave days.~~

~~Section 6. Jury Leave: If called for Jury Duty, Employees shall be afforded the opportunity, provided a satisfactory substitute can be employees. Compensation shall be in accordance with 2-18-619, MCA. If the Employee on Jury Duty is excused before noon, he/she shall return to the District.~~

~~Section 7. Other Leaves: The District has the right to establish additional lengths and/or additional benefits thereto, and to establish other forms of leave, at the sole discretion of the District and without establishing precedent.~~

~~ARTICLE 8 - DISTRICT LEAVE~~

~~Employees in the bargaining unit shall be granted three days per year of paid leave, which shall be taken by all members of the bargaining unit on th~~ - 32 - ~~day unless the District requires the services of a~~

~~member(s) of the Unit, in which case another day with pay shall be granted. The dates of the days off with pay shall be determined by mutual agreement between the District and the bargaining unit representative. In the case of those who work on such a day at the request of the District, the alternate day off shall be established by mutual agreement between the District and the individual.~~

ARTICLE 10 - HOURS OF WORK

Section 1. Any employee, who is scheduled to work more than forty hours per week or eight hours per day, will receive overtime at the rate of 1-1/2 times his/her regular rate of pay. When an alternate work schedule is agreed upon, such as ten hours per day (40 hours per week), only those hours in excess of 40 hours per week shall be considered overtime and paid at 1-1/2 times the normal rate. An employee working summer months when school is not in session may petition the District for an alternative work schedule. Approval of alternative work schedule is at the sole discretion of the District.

~~Subsection 1. An employee working two or more different classifications throughout the day, at different rates of pay, must be paid overtime at a weighted average hourly rate per the Fair Labor Standards Act (FLSA).~~

Subsection 2. Overnight Trip Pay

- a. When an employee is on an overnight trip involving the transportation of students, the employee shall receive one payment per day equivalent to the prevailing minimum wage per hour for each hour of "Dead Sleep Time", up to eight hours maximum.
- b. If an overnight trip does not involve the transportation of students, the District may attempt to negotiate a different Sleep Time compensation arrangement with the employee(s) involved or potentially involved. Any different Sleep Time compensation that is provided in "a." above will be in writing, and signed by the employee(s) and the District. The employee(s) will be given a copy of the negotiated agreement.
- c. ~~The computation for meal allowances is established in Section 2-18-501 and 2-18-502, MCA.~~
- d. ~~Permanent Bus Route Drivers shall be awarded all activity trips that they elect to work even if the trip times conflict with their regular route. Second priority can be provided to Activity Trip Drivers.~~
- e. ~~Activity Trip Drivers are defined as those that are available/commit to work activity trips throughout the entire school year, comply with all of the school bus driver requirements including annual training, CPR, physicals, etc., but simply are not assigned to a daily bus route that transports students from home to school.~~

ARTICLE 11 – CONTRACT WORKERS

Section 1. ~~The District may utilize the services of contracting employees through an outside firm in the circumstance of time sensitive jobs, specialized skills that the District generally does not require, specialized tools and/or equipment that the District does not possess.~~

Section 2. The District may utilize the services of contracting employees through an outside firm in the circumstance of the District's ability to operate is compromised due to lack of staff and having no qualified applicants to fill the needed positions for the District to operate. The job posting will remain open until it is filled by an outside applicant and the contracted personnel will be let go. Once the District is fully staffed, outside services are no longer to be used.

ARTICLE 11 12 – GRIEVANCE PROCEDURE

ARTICLE 12 13 – COMPENSATION

ARTICLE 13 14 – DURATION

Section 1. Term and Reopening: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 23 or upon ratification by the parties, whichever is later, through June 30, 2023 24. If the exclusive representative desires to modify or amend this Agreement it shall at least be 120 days prior to the expiration of this Agreement provide the School District with a notice of its intent to open the contract. Members that voluntarily terminate their employment prior to the date the agreement is ratified by both parties will not receive retroactive pay increases.

ADDENDUM A

A. Wages:

Section 2. Placement: New employees will serve their first ninety calendar days on the job in the "probationary" designation. Employees being promoted will serve the first 90 days at their current wage rate or the probationary rate, whichever is greater. Upon completing the first ninety days in the position, an employee will move to the "journey person" designation. Employees experiencing regular, reoccurring layoffs during the summer months shall be credited with a year of service with the District.

2023-2024 SCHOOL YEAR

Designations	CATEGORIES					
	1	2	3	4	5	6
Probationary	15.68 16.28	17.39 17.99	18.65 19.25	21.04 21.64	24.48 25.08	16.93 17.53
Journey person	17.28 17.88	18.79 19.39	20.24 20.84	22.66 23.26	26.46 27.06	17.28 17.88

For the purposes of pay, there shall be the following "categories":

1. Kitchen Helpers
2. Custodians, Cooks, Warehouse/Delivery Driver
3. Driver
4. Utility People/Groundskeeper/Mechanic's Assistant
5. Mechanic
6. Paraeducators/Aides

B. Insurance:

Section 3. Insurance programs: The District will contribute to Health Insurance according to the following formula:

- A. For the ~~2021-2022~~ ~~2023-2024~~ school year, the District will contribute one thousand one hundred forty-eight dollars and three cents (\$1148.03) per month toward the cost of a participating Employee's monthly insurance premium. During the ~~2022-2023~~ ~~2024-2025~~ school year, the District will contribute the same amount as during the ~~2021-2022~~ ~~2023-2024~~ school year plus share any premium change that is not offset by plan reserves 80% District and 20% Employee.

- B. The contribution will apply to classified personnel enrolled in the program.

September 11, 2023

COLUMBIA FALLS POLICY GROUP

SCHOOL YEAR 2023/24

Tentative Changes

Item 8: Work Day, Week and Year

Section 3. Work Year: The District shall establish the work year and may modify it if necessary. The regular work year for Building Secretaries shall begin when designated by the District and end 207 days later. **School Nurses will begin the work year one week before staff reports to work and end 197 days later.** Administrative Secretaries, Business Office Staff, and IT Staff will work 12 months a year unless other arrangements are approved by the District Superintendent and Business Manager. **All other policy employees will follow their individual contracts for work days per year.** However, the District may require additional services of the employee beyond the regular work year or may not require the service of the employee for the entire work year.

Item 9: Compensation

Section 1. Wage Schedule: The wage schedule shall be attached as Addendum A.

Section 2. Overtime: The District shall follow the provisions of the Fair Labor Standards Act and the Montana Minimum Wage and Overtime Act when computing and paying for overtime.

~~Section 3. Compensatory Time: When the District feels it is in the best interest of the District, it may credit time worked in excess of 40 hours in any work week to compensatory time credits for the employee under the following provisions:~~

~~A. All compensatory time shall be recorded and such records shall be available to the employee;~~

~~B. All compensatory time shall be credited at the rate of 1 ½ hours of compensatory time credit for each hour worked beyond 40 hours in any work week.~~

Section 4. Insurance:

C. Insurance Programs: The District will contribute to health insurance according to the following formula:

2. For the ~~2021-2022~~ **2023-2024** school year, the District will contribute one thousand one hundred forty-eight dollars and three cents (\$1,148.03) per month toward the – 36 – the participating Employee's monthly insurance premium. During the ~~2022-2023~~ **2024-2025** school year, the District will

contribute the same amounts during the ~~2021-2022~~ 2023-2024 school year plus share any premium change that is not offset by plan reserves 80% District and 20% Employee.

Item 10: Leaves

Section 4. BEREAVEMENT LEAVE: Bereavement Leave for the immediate family, at full salary with no loss of sick leave shall be provided each employee after the approval of the appropriate supervisor. Immediate family will be defined as spouse, child, father, mother, brother, sister, grandparent, ~~grandchild~~, foster and step relations ~~parent, step parent~~, guardian, aunts, uncles, first cousins and/or in-laws bearing any of these relationships and any person living in the employee's household.

ADDENDUM A

WAGE SCALE - SCHOOL YEAR ~~2020-2021~~ 2023-2024

A. GRADES

- ~~Grade 1~~ — ~~Building Secretary/Accounts Payable Specialist~~
- Grade ~~2~~ 1 Executive Secretary/HR Specialist/Payroll Specialist/HR Generalist/Student Data Information Specialist/~~Building Secretary/Accounts Payable Specialist~~

B. SCHEDULE – FY ~~2022~~ 2024

GR	Start	90 Days	1 Yr	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	13 YR	14 YR
1	18.22	18.62	18.72	18.82	18.92	19.02	19.47	19.64	19.81	19.98	20.15	20.32	20.49	20.66	20.83	21.00
	18.85	19.25	19.35	19.45	19.55	19.65	20.10	20.27	20.44	20.61	20.78	20.95	21.12	21.29	21.46	21.63
2 1	19.41	19.81	19.91	20.01	20.11	20.21	20.66	20.83	21.00	21.17	21.34	21.51	21.68	21.85	22.02	22.19

GR	15 YR	16 YR	17 YR	18 YR	19 YR	20 YR	21 YR	22 YR	23 YR	24 YR	25 YR	26 YR	27 YR	28 YR	29 YR	30 YR
1	21.17	21.34	21.51	21.68	21.85	22.02	22.19	22.36	22.53	22.70	22.87	23.04	23.21	23.38	23.55	23.72
	21.80	21.97	22.14	22.31	22.48	22.65	22.82	22.99	23.16	23.33	23.50	23.67	23.84	24.01	23.18	24.35
2 1	22.36	22.53	22.70	22.87	23.04	23.21	23.38	23.55	23.72	23.89	24.06	24.23	24.40	24.57	24.74	24.91

PLACEMENT

1. Initial Placement: Individuals will be placed onto the wage schedule according to number of years they have worked for the District. ~~The District may recognize outside experience of new employees according to the value of such experience.~~

MEMORANDUM OF UNDERSTANDING (“MOU”)

Between

Flathead Rapids, Inc. (“Rapids”)

and

Columbia Falls Elementary District 6 (“SD6”)

Re: Operation of Columbia Falls Junior High Soccer (“CFJH Soccer”)

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the management and operation of the 2023 Fall season of CFJH Soccer.

In particular, this MOU is intended to memorialize the parties’ shared intent to:

- Facilitate the 2023 Fall season of SD6 sponsored CFJH Soccer through the existing Montana soccer playing environment associated with Montana Youth Soccer Association.

II. BACKGROUND

1. Rapids is a non-profit organization, operating as a member club of Montana Youth Soccer Association (“MYSA”) under the governance and authority of U.S. Youth Soccer Association (“USYSA”). Rapids (or its previous iterations) have operated youth soccer programs in the Flathead Valley and Columbia Falls specifically since the mid-1980’s.
2. SD6 is a public entity existing under the laws of Montana. See Title 20, Montana Code Annotated. SD6 operates public schools in Columbia Falls, MT, including athletic programs, at Columbia Falls High School (“CFHS”) and Columbia Falls Junior High School (“CFJH”).
3. In April 2021, the SD6 Board of Trustees approved a school-sponsored soccer program for students at CFJH. Coaches have been hired by SD6 and other steps taken by SD6 to implement CFJH Soccer in the 2023 Fall season.
4. Traditionally, most of the students who the parties expect to participate in CFJH Soccer are registered participants in club youth soccer programs associated with Rapids or other MYSA clubs.
5. In order to implement the inaugural 2021 CFJH Soccer season, and in particular to ensure that MYSA players, teams, and parents against whom CFJH Soccer competed were in compliance with MYSA rules and expectations during such competitions, an MOU similar to this one was entered in the Fall seasons of 2021 and 2022 to facilitate CFJH Soccer’s participation in the existing MYSA playing environment.

6. It is the intent of both parties to: (1) express their commitment to CFJH Soccer; and (2) formalize an operating agreement regarding the parties' responsibilities for the 2023 Fall season of CFJH Soccer.

7. It is the parties' intent that this MOU shall be in effect only for the 2023 Fall season of CFJH Soccer, and that additional effort will be ongoing to alleviate the need for the formalities addressed herein. The parties nonetheless enter this MOU with an ongoing intent to promote and facilitate youth soccer opportunities for CFJH students.

III. CFJH 2023 FALL SOCCER STRUCTURE

1. CFJH Soccer shall operate under the full authority of SD6. Pursuant to this MOU and the terms expressed herein, the parties intend to subject CFJH Soccer in limited manner to the additional authority and requirements associated with teams participating in association with Rapids and MYSA.

2. This MOU does not address any potential relationship or operating agreement between CFJH Soccer and CFHS Soccer.

3. To facilitate the games that CFJH Soccer desires to play against teams of similar ages & abilities, all of whom currently exist and play exclusively as clubs under the governance and authority of MYSA, it is necessary and desired that CFJH Soccer teams affiliate and register with Rapids, and that CFJH rely upon Rapids' status within MYSA for certain direct billing needs, such as for referee and other scheduling costs related to CFJH games. Pursuant to this affiliation and registration with Rapids, CFJH Soccer participants (specifically teams, coaches, players, and certain other specific team officials) will be fully registered members of Rapids and MYSA, and therefore fully eligible to compete as and against other MYSA registered participants.

4. As discussed more fully below, CFJH Soccer participants shall be subject to the requirements and authority of MYSA Rules and Bylaws, and Rapids policies. These requirements for CFJH Soccer participants shall exist in addition to, and in accordance with, all requirements and policies of SD6.

5. It is the parties' understanding and expectation, and indeed an express condition of this MOU, that operation of CFJH Soccer under the dual auspices and authority of SD6 and MYSA/Rapids is consistent with (1) all parties' intent to support youth soccer opportunities, and (2) their respective responsibilities and authority to implement such opportunities. Should either party discover a conflict between their respective responsibilities and authority to implement the desired youth soccer opportunities, immediate and good faith effort through amendment of this MOU—and/or operating practices hereunder—shall be made to reconcile such conflict. In the (hopefully unlikely) event of an irreconcilable conflict: (1) each party reserves the right to withdraw from this MOU; (2) this right includes Rapids/MYSA's right to terminate the Fall 2023 Rapids/MYSA registration status of CFJH participants; (3) operation of the 2023 Fall season of CFJH Soccer under such dual authority by the parties shall be ceased; and (4) operation of CFJH Soccer shall revert entirely to SD6.

IV. SPECIFIC ELEMENTS

1. Cost of MYSA/Rapids registration for CFJH Soccer shall be paid by SD6 to Rapids at the estimated rates shown below.

***The following table outlines our estimation of fees based on current MYSA rates. These are all pass-thru costs. If the expenses fluctuate, SD6 shall pay the Rapids the actual expenses incurred. These are non-refundable.

Montana Youth Soccer Association (MYSA) Pass-Thru Expenses:			
Rate	Description	Estimated Quantity	Estimated Sub-Total
\$16 / player	MYSA per player fee	30	\$480
\$10 / coach	MYSA per coach fee	2	\$20
\$10 / team manager	MYSA per manager fee	0 - 2	\$0 - \$20
\$45 - \$50 / game	Referee cost	20 - 30 games	\$900 - \$1,500
\$650 / tournament	Tamarack (Kalispell)	2	\$1,300
MYSA & Tournament Sub-Total			\$2,700 - \$3,320

***The following table outlines the Rapids fees based on the estimated players & teams. The rate is fixed in this table and will only fluctuate based on numbers of teams and players.

Rapids Administrative Costs:			
Rate	Description	Estimated Quantity	Estimated Sub-Total
\$150 / team	Scheduling Fee	2	\$300
\$10 / player	Rostering Fee	30	\$300
\$5 / player	Printing Fee	30	\$150
Rapids Sub-Total			\$750

Total Estimated Costs: \$3,450 - \$4,070

2. The parties shall work together to ensure that only properly eligible CFJH Soccer participants are involved with CFJH Soccer.
3. Rapids (in conjunction with MYSA) has final authority to determine any individual's proper registration with Rapids and eligibility under MYSA rules. SD6 has final authority and responsibility over the individuals who participate in CFJH Soccer. ~~SD6 agrees to indemnify, defend, and hold harmless the Rapids and MYSA for any incidents related to any participation in CFJH Soccer of individuals not properly registered and/or rostered with Rapids/MYSA, and for any incidents related to any participation in CFJH Soccer of individuals not properly eligible pursuant to SD6 requirements.~~
4. Unless otherwise expressly addressed herein, it is expected that SD6 shall operate all the day-to-day elements of CFJH Soccer. This includes, but is not limited to: team formation decisions; player health & safety; uniforms; practice schedule and activities; parent communication; field, facility, and equipment maintenance; and game-day supervision of all participants (including payment of referees). It is further expected that aside from those costs expressly addressed herein, as between the parties, SD6 shall bear all financial costs associated with CFJH Soccer.
5. It is expected that CFJH Soccer will play games involving travel to away sites, including travel by bus(es) operated by SD6. ~~SD6 agrees to indemnify, defend, and hold harmless the Rapids and MYSA for any incidents related to any travel or bus operation associated with CFJH Soccer.~~
6. Rapids/MYSA will participate in scheduling of games and referees for CFJH Soccer. SD6 officials are expected to participate in this scheduling process as well. The parties shall work together to ensure that the day-to-day implementation of the CFJH Soccer game schedule is effectively communicated to the necessary individuals.
7. SD6 shall maintain final authority and responsibility over any participants in CFJH Soccer. It is therefore expected that SD6 shall address, as necessary and appropriate, any and all incidents involving the conduct of CFJH Soccer participants, including fans and parents. It is further expected that Rapids/MYSA will reserve the right to enforce any and all Rapids/MYSA standards related to participant conduct, though such enforcement shall necessarily occur through direct involvement of and delegation to the appropriate SD6 and CFJH Soccer officials.
8. The parties commit to and agree that communication related to all significant incidents involving the conduct of CFJH Soccer participants, including fans and parents, shall be shared and resolved, as appropriate, through the following individuals: Cory Dziowgo, SD6 Superintendent; John Cooper, CFJH Activities Director; O'Brien Byrd, CFHS Boys Soccer Coach; Ellen Blickhan, Rapids Operations Director; and Todd Adams, Rapids Technical Director. Among other events that might also be considered as a "significant incident," any concussion involving a CFJH Soccer player, and any caution (yellow card) or ejection (red card) involving a CFJH Soccer participant shall necessarily be deemed significant incidents about which all the above individuals should be informed and appropriately involved in resolving.

9. ~~SD6 agrees to indemnify, defend, and hold harmless the Rapids and MYSA for any damages arising out of incidents involving the conduct of CFJH Soccer participants, including fans and parents, and/or arising out of day-to-day elements of CFJH Soccer, including but not limited to: player health & safety; practice and game-day activities; any referee-related incidents; and field, facility, premises, or equipment matters.~~

10. The parties further commit to and agree to support one another in all their other respective needs and efforts to timely communicate with CFJH Soccer participants. Each party shall designate and inform one another of the primary contact person(s)/ information to whom inquiries, questions, etc. shall be directed regarding CFJH Soccer.

V. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of authorized officials representing SD6, Columbia Falls HS & JH Soccer, and Rapids.

SD6, Columbia Falls HS & JH Soccer, and Rapids indicate agreement with this MOU, and that the individuals signing on behalf of the entity have the authority to do so, by their signatures.

Flathead Rapids, Inc.
Aleyna Raymond, Board Secretary

Signature

_____, 2023
Date

Columbia Falls School District 6
Cory Dziowgo, Superintendent

Signature

_____, 2023
Date

~~Multi Use Sport Field~~

Facility Use Agreement

Between

Columbia Falls School District Six

And

Flathead Rapids Youth Soccer Association

Commented [DZ1]: Deleted to account for the Canyon Elementary Use addition. Not just using the Multi Use Sport Field.

1. Recital of Facts

The Columbia Falls School District developed an approximately 25-acre parcel of land located between the Junior High School and the Ruder Elementary School as part of the K-8 Facility Bond Project in 2020. The land graded, seeded, and irrigated to provide the School District and the community with a multi-use sport field complex. Flathead Rapids Youth Soccer hereinafter referred to as "Rapids", would like to use the multi-use sport fields as one of their primary fields to conduct youth soccer activities including practices, games, and tournaments. Additionally, Flathead Rapids Youth Soccer would like to utilize the indoor Gym at the Canyon Elementary School to facilitate practices during the winter months; January-April.

2. Term

The term of this agreement is **two (2) years** commencing upon the execution by both parties. The parties agree to meet and discuss additions, corrections, and modifications to this agreement at the request of either party. In addition, on each one-year anniversary date of the effective date, the terms shall be reviewed and the parties may agree to modifications. This agreement may be terminated in writing by the parties at any time by providing a 60-day notice. The District retains the right to request renegotiation during the term of the agreement in an effort to devise a mutually agreeable amendment. Prior to the conclusion of a 30-day notice of request to renegotiate the parties must meet to discuss proposed amendments. If the parties cannot reach a mutually agreeable amendment within 60 days of the request to renegotiate, the District retains the right to unilaterally terminate this agreement within 60 days of the initial request to renegotiate. The primary intention of the District retaining the flexibility to amend the agreement is to accommodate any other local group serving youth 0-18, who at some point during the term of this agreement, requests recurring use of the same facility during the same time. The District would be in a position to determine an equitable concurrent use of these fields, which could require changes to the facility use schedule as defined below.

The District expressly reserves all rights in and with respect to the use of the facility. The terms of this agreement do not in any way convey any control over use of the facility. The District retains authority to exercise full control over use of the facility.

3. Facility Use Schedule and Coordination

The District shall be solely responsible for coordinating and scheduling use of the facility. The District will be the main point of contact for scheduling all use of the fields. Scheduling use of the facility shall be defined as reserving use. This includes determining which entity/user group shall have access to the

fields at which time. The District will grant access to specific user groups including Flathead Rapids whom in turn will coordinate and schedule their specific use amongst the various fields.

Tier-One Priority – School Sponsored Activities

Tier-Two Priority – Flathead Rapids Youth Soccer receives same priority as all other Category B users as defined within District Policy 4330. Category B users are defined as more than 50% Columbia Falls SD6 Youth ages 0-18.

Tier-Three Priority – All other organizations requesting to use the facility whom meet District Building Use Policy 4330 criteria.

This agreement grants the Flathead Rapids Youth Soccer Association use of the facility as Tier-Two priority. The District may schedule other activities hereby categorized as tier two or three Priority so long as they do not conflict with activities previously scheduled by the Rapids. Rapids shall provide a use schedule at least one month in advance (but no more than three months in advance) of the field being deemed reserved for use by such Association. Any period of time whereas the District is not notified of use (one month in advance) by the Flathead Rapids Youth Soccer Program field shall be considered unreserved. The District can schedule use of the facility for any unreserved periods. While this agreement grants priority to the Flathead Rapids Youth Soccer Association, the Association shall provide an accurate representation of the periods of time they will actually be using the fields to ensure they are not simply reserved/secured by default and then going largely unused.

The Flathead Rapids Youth Soccer Association shall solely be responsible for establishing and maintaining rules and regulations concerning the activities they conduct at the multi-use sport field complex provided those activities shall comply with applicable School District Policies. The Flathead Rapids Youth Soccer Association shall provide sufficient competent supervision and assistance to adequately staff the scheduled activity. Adequate in this instance is implied to mean protection of property, observance of all regulations, and an absence of people wandering into other areas of District owned property.

Canyon Elementary Gym Use Schedule:

The District grants use of the Canyon Elementary Gym during the months of January-February-March-April. Use of the Gym during these months will be limited to the evenings during the weekdays, specifically, 4:30PM-9PM. Use of the Gym will also be granted during the weekend days-Saturday and Sunday at any time. Use prior to 5:30 PM will coincide with another tenant – Greater Valley Health. Concurrent use will require strict adherence for players to stay out of the entryway/hallways and minimize noise levels.

Commented [DZ2]: 7 days per week

4. Facility Maintenance and Repair

The School District shall be responsible for the following:

- A. Maintaining and Repairing Turf, landscaping, lights, irrigation, parking areas, and fencing.
- B. Winterizing all water systems.
- C. Dumpster Service.
- D. Mow, string trim, and fertilize grass.
- E. Porta-Potty service representing approximately 2-3 units strategically disbursed throughout the complex.

The District shall not be required to provide any equipment or field accessories such as benches, goals, flags, scoreboards, etc. that the District would not otherwise need to use the fields for School District sponsored activities.

The Flathead Rapids Youth Soccer Association shall be responsible for the following:

- A. Game preparation of all fields including field boundary lines, goal placement, and benches. This includes the cost of chalk/paint and application equipment.
- B. Remove trash from dispersed receptacles and haul to central dumpster.
- C. Porta-Potty service for tournaments or recurring events with more than 100 participants (includes players/spectators/officials, etc.) should be provided to supplement the few units provided by the District. The District can procure these supplemental units and pass-through the cost to the Flathead Rapids.

5. Premises and Conditions

There shall be no narcotics, drugs (including tobacco and nicotine products), stimulants, or alcohol used or sold on premises nor shall profane language, quarreling, fighting, or illegal gambling be permitted. The District grants use of the soccer goals/nets to the Flathead Rapids. The District grants the Flathead Rapids to put a storage shed in place on the District owned Multi Use Facility to facilitate storage of equipment on-site.

6. Insurance and Indemnification

The Flathead Rapids Youth Soccer Association by signature below hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs, (including attorney's fees), damages, : (1) arising out of or in connection with the operation of the Rapids' youth sports programs, or any other business upon the demised premises; or (2) arising from any violation of national, state, county or municipal law or regulation by the Rapids or any duty which may be owing by the Rapids to any person; or (3) by reason of the condition of the premises, including any equipment, furniture or fixtures therein, and including the sidewalks or parking areas adjacent thereto, resulting from, or arising out of, Rapids activities; or (4) generally arising out of the possession of the premises by the Rapids during the term hereof. In furtherance of the intent of this provision, the Rapids shall carry good and sufficient liability insurance to fully protect the District, in the manner set forth in this paragraph, with said insurance naming the District as an additional insured, and providing coverage of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. The purpose of this coverage is to protect the School District from claims for bodily injury and/or property damage which may arise from program activities by the Users. The School District does NOT provide medical insurance for any individuals who choose to access and use the facilities.

7. Non-Discrimination

The District will consider requests for use of District facilities for political purposes and activity in accordance with Montana law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

8. Funding

Funds received by the Flathead Rapids Youth Soccer Association shall be used to operate and maintain the multi-use field complex as well as the Canyon Elementary building. For use of the Multi-Use Fields, The the Flathead Rapids Youth Soccer Association will pay the District a Facility Use Registration Fee of \$1540 per player per season. This registration fee is applicable only to players in grade three (3) and up. The Facility Use Registration Fee shall be remitted to the School District within one month after the registration deadline of each soccer season.

Commented [DZ3]: \$15 per player will generate \$6,900 which does NOT cover our annual water cost (\$12K). \$15 * 230 players * 2 seasons

The Facility Use fees for the Canyon Elementary Gym shall be \$2,000 per year. The Canyon Elementary Use fee shall be paid at the end of the indoor season. Specifically, on March 31.

Commented [DZ4]: It is my understanding the fee was \$100 per week. The fee schedule depicts \$25 per use. 7 days per week should be \$150 per week. This sets the fee for the entire year and makes it payable once per year.

The Flathead Rapids Youth Soccer Association may conduct tournaments that bring participants to our community from out of town. In addition to the economic benefits to the local business community, the District shall retain a portion of the tournament income generated exclusively from tournaments hosted on the multi-use fields, specifically 25% of the net profit from each tournament. The Tournament Profit Share shall be remitted to the District by the first of the month following each respective tournament. Advertising as Revenue: The Board may choose to enhance its revenue through a variety of marketing activities including but not limited to corporate sponsorship, signage, etc. Any and all marketing shall be executed by and directly benefit the District.

Commented [DZ5]: Added this as a separate section

9. Advertising as Revenue

In an effort to generate additional funds to offset the soccer program costs burdened by the youth players-families, the District grants the Flathead Rapids the right to display corporate sponsorship/advertisements banners/signs on the Multi Use Field fences. These shall be temporary fixtures affixed with nothing more than removable bolts/screws. Sponsorships displayed shall be consistent to the District's values and shall not detract from the District's dignity, integrity, or reputation, nor shall any such actions create a conflict of interest or confer special privileges. Naming rights shall not be granted to support commercial activity associated with tobacco, alcohol, illegal drugs, or weapons; which contain vulgar and plainly offensive, obscene, or sexually explicit language; advocates the violation of law or District Policy; advances any religious or political organization; promotes supporting or opposition of a candidate for elected office or a ballot measure; which is associated with any company or individual whose actions are inconsistent with the Districts mission and goals or community values, is libelous, inhibits the functioning of the School Board, or is otherwise in violation of law. The District reserves the right, in all cases, to reject any particular sponsor.

1.10. Effective Date and Signature

This agreement shall be effective upon signature of the Columbia Falls School District authorized officials and shall remain in effect until termination as provided herein. The School District and the Flathead Rapids Youth Soccer Association indicate agreement with this agreement by their signatures.

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Signature and dates

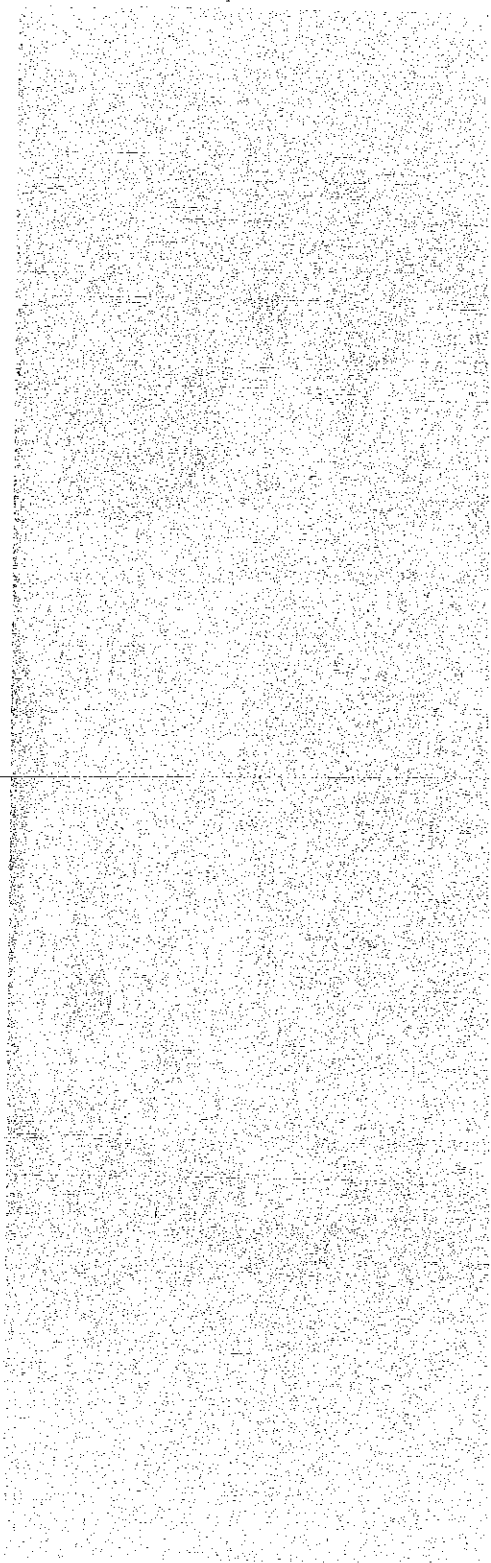
Board Chair

Authorized Signature of Flathead Rapids

Superintendent

Date

Date



Preliminary Gap Analysis Resolution for 2025 Legislature

Adopted by the MTSBA Members, July 2023

Resolution Overview:

Analyze and resolve gaps between the vision for success under Article X of the Montana Constitution and the reality of laws governing, and resources provided to Montana's public schools.

How is the resolution anticipated to advance the interests of all of Montana's public schools, and/or public school students and/or increase student opportunity and success?

The Directors of the Montana School Boards Association believe that it is important to ensure the state's continued focus on and compliance with constitutional guarantees afforded children under Article X of the Montana Constitution.

As part of this effort, for many years, the Directors have proposed and the members have adopted a resolution that would call on MTSBA to continually analyze and identify, draw attention to and seek legislation to close any gaps between the promises of quality that are made to Montana citizens through the definition of the Basic System of Free Quality Public Elementary and Secondary Schools as defined in 20-9-309, MCA, and the level of quality reasonably assured through Montana law. MTSBA has followed the process proposed (analyzing, identifying and seeking to close gaps between the promise and current realities of quality) since October 2018.

What are the anticipated sources of external opposition (groups outside of MTSBA)?

There are organizations that have opposed the concept, mission and legislative goals of Montana's public schools and MTSBA in every legislative session in recent memory. There are also individual legislators serving in the Montana Legislature who have regularly voted in a manner contrary to the expressed will of MTSBA members in the past.

What are the anticipated sources of internal opposition or division within MTSBA and what steps have been taken, if any, to mitigate/minimize or resolve such division? The Directors of the Montana School Boards Association do not anticipate sources of internal opposition because of previous steps taken.

What is the projected statewide impact on Montana's public schools of the proposed resolution?

The Directors of the Montana School Boards Association believe that passage of legislation consistent with this resolution and the defeat of legislation that would undermine the goals of this resolution will improve the success of Montana's public schools in meeting the peoples' goal of developing the full educational potential of each person through Montana's system of public education.

MTSBA Board Proposed Resolution for 2023 Annual Meeting Gap Analysis, Post-2023 Legislative Session

Analyze and resolve gaps between the vision for success under Article X of the Montana Constitution and the reality of laws governing and resources provided to Montana's public schools.

Goals for MTSBA's Advocacy in the 2025 Interim

3. Broaden member awareness of the changes in law, including both new opportunities and challenges, to help members perform at high levels and work under new changes in the law.
 - a. HB 203 - open public school enrollment;
 - b. HB 214 - access to online learning and multidistrict agreements;
 - c. HB 396 - part time enrollment guarantees;
 - d. HB 504 - standardization of grievance policies;
 - e. HB 676 and SB 518 – Parental rights and obligation of districts to advise parents of available innovations and flexibilities.
 - f. HB 117 - Expand working retiree options under TRS.
 - g. HB 257 - Expand funding for advanced opportunities program.
 - h. HB 321 – GTB subsidies for major maintenance levies.
 - i. HB 332 \$40 million for startup funds for school health trust.
 - j. HB 352 – Targeted intervention – strategies for startup.
 - k. HB 408 – Marketing innovative education tax credits.
 - l. HB 549 – Separate basic entitlement for charter schools.
 - m. HB 587 – Demonstrating care for taxpayers through 95 mills.
 - n. HB 588 – Changes to the TEACH Act.
 - o. HB 749 – Expanded course access through Montana Digital Academy.
 - p. HB 833 - Teacher residency program.
 - q. SB 70 – Broader qualifications for Quality Educator Loan Assistance Program.
 - r. SB 213 - Threat assessment teams and training for school and student safety and security.
 - s. SB 373 - Alternative teacher credentialing licensure.
 - t. SB 444 - Protecting unpaid internships for work-based learning.

4. Advocate for school friendly guidance and supportive startup funding to assist school districts generate the initial funds needed to create targeted intervention programs. Efforts must be consistent with the fiscal note for HB 352, Section 9 language in the bill evidencing legislative intent for FY24 funding and collaboration with OPI. This could include urging OPI to spend its ESSER learning loss funds to support start up efforts of school districts implementing targeted intervention programs and/or urging our members to do the same. FY24 provides a unique and soon to expire opportunity for school districts to use learning loss funds that will expire September 2024 to fund a targeted

- intervention-aligned exceptional circumstances enrollment program in FY24, and then use the ANB generated off such operation in FY25 to initiate a formal HB 352 targeted intervention early childhood education program.
5. Through membership in MQEC, initiate legal challenges of bills passed by the 2023 Legislature that impinge on constitutional guarantees afforded children, voters and taxpayers under the Montana Constitution.
 - a. HB 393 Special Needs Savings Account. Article V, Section 11(5) prohibition on appropriation of funds for private purposes or to private parties.
 - b. HB 562 Charter Schools without popularly elected trustees, general supervision of the board of public education and with elections that violate the Article IV, Section 2 definition of qualified elector.
 6. Broaden member awareness and prepare for engagement on issues unresolved in the 2023 Legislative Session that are likely to come back next session.
 - a. HB 774, revising elections for occurrence every two years in even years in November.
 - b. HB 502, 566, 837 and free conference activity on human sexuality instruction and “identity instruction” and the concept of curricular opt outs vs. opt ins.
 - c. HB 501 – State superintendent determination regarding which textbook dealers can sell books in Montana.
 - d. State Superintendent variety of proposals seeking to use gross neglect of duty to deter public school employees from instruction on topics.
 - e. HB 690 – Revise Pupil Data Privacy, Address Facial Recognition Technology. Even though this bill failed, pupil privacy and the use of facial recognition technology in public schools will remain visible throughout the interim and could become the target of legislation during the interim or during the next legislative session.

Goals for MTSBA's Advocacy in the 2025 Legislative Session

1. **Preserve Previous Progress:** MTSBA shall monitor and work to preserve and protect the constitutional role of elected school boards and valuable provisions of existing law previously passed pursuant to MTSBA resolutions. We anticipate that increasing polarization over public schools nationwide will continue to yield legislative proposals seeking to infringe on the constitutional authority and obligations vested in elected school boards by the people of Montana under Article X of the Montana Constitution.

MTSBA continues to support and rely on the definition of quality in 20-9-309 as currently written to ensure the constitutional guarantees afforded children under Article X of the Montana Constitution.

MTSBA has also collaborated with other public education advocates and with the legislative and executive branches of government to achieve significant improvements in current law that we must protect against attacks.

MTSBA shall continue its ongoing efforts that we started in the 2009 Legislative Session to resolve findings of Judge Sherlock in his order in *Columbia Falls Elementary v. State (Columbia Falls II)*. Although Judge Sherlock denied supplemental relief sought by MQEC, he also entered the following findings:

118. Throughout this document, the Court has noted many improvements to the situation that existed in 2004. The Court has also noted that some problems remain. As just noted, this Court, given the efforts of the State and the difficulty of providing an adequate remedy at this time, chooses not to grant any supplemental relief. However, as loath as this Court is to provide an advisory opinion, it will make a few comments so as to avoid future problems.

119. By and large, the Court finds that the State has done a good job of addressing the problems earlier addressed. Following are some of the problems the Court sees that could cause this Court's conclusion to be reversed in the future. According to Exhibit 784, the State has made excellent contributions to ongoing State aid from 2005 through 2008. However, beginning in fiscal year 2009, the increase in the amount of State aid will drop to 1.9 percent. In order to avoid future problems, this figure should reflect to the trend of 2005-2008.

120. Next, although the total State aid to the school districts' general funds has increased from 2004 until today, the Court notes a slight relapse in 2009, as set forth in Finding of Fact 88, above. In the view of this Court, this figure should not be declining, but should either be increasing or at least staying the same.

121. The costs of special education need to be addressed. This Court noted in Finding of Fact 72, above, that Exhibit 549 shows that State appropriations for special education have fallen far short of the growth in costs. The increased competition for general fund dollars between special and general education continues.

122. In Finding of Fact 86, this Court noted the continuing problems with the recruitment and retention of teachers in isolated districts. While the State has made progress in this regard, it would be helpful if more could be done to ease these problems. As noted, increasing salaries for rural and isolated district would have a noticeable impact on recruitment and retention problems.

Specific legislation previously passed through MTSBA efforts (in collaboration with others) pertaining to the above findings include:

1. 2011 Legislative Session: MTSBA successfully drafted and passed Senate Bill 329, allowing school districts to form multi-district agreements. The most notable improvement here was a change in the law granting unified school systems greater flexibility in committing

funds throughout their K-12 school systems. School districts throughout the state have used this law, not only to qualify for state incentive funding, but to also level out the difficulties of budgets that go hand in hand with enrollment fluctuations. MTSBA designed this increased flexibility consistent with Judge Sherlock's ruling in 2008 where he identified that drawing on other fund balances was a means by which schools should be able to respond to spikes in inflation during a biennium that were above inflation calculated under the law.

2. 2013 Legislative Session:

a. SB 175: In addition to a prorated basic entitlement that provided school districts of all sizes with millions in new funding, SB 175 also increased the basic and per-ANB entitlements, attained inflationary increases on portions of the formula that had been frozen since 2005, provided a new funding stream for student data systems, added a new natural resource development payment to mitigate local property taxes and provide a funding stream for school construction, and implemented:

i. Proficiency based ANB, with no seat time requirement.

This can help facilitate accelerated learning for gifted and talented students while freeing up resources to pay for dual credit courses for such students and to devote more time to individualized instruction.

ii. School board flexibility to increase its over BASE general fund levy without a vote, provided that the board reduces other non-voted levies by a corresponding amount.

iii. Immediate increased funding for school districts experiencing an unusual increase in enrollment with more meaningful thresholds than what existed under previous law.

b. SB 191: Allows a district to use the non-voted tuition fund to pay for any actual costs of providing a Free Appropriate Public Education to students qualifying for services under IDEA that are above the current federal, state and local funding streams available to serve such students. MTSBA drafted and supported passage of this legislation to address finding 121 from Judge Sherlock's 2008 ruling regarding the competition between general and special education. Schools today have access to \$28.5 million more for special education funding through the tuition levy than they did in 2013.

c. SB 348: Allows a district to transfer state or local revenue from any fund other than debt service or retirement to its building reserve fund and use the funds for enhancements to school safety and security.

3. 2015-2023 Legislative Sessions – After decades of funding K-12 public education last, after the Legislature first addressed every other key

component of House Bill 2, the Legislature started funding K-12 public education inflation as one of the first substantive bills of each session. Inflationary increases in the two years affected by the 2023 Legislature will reflect a full decade of this new trend of prioritizing funding for K-12 schools in state budgeting discussions that reverses a trend that persisted during the first 150 years of the operation of public schools in Montana (1865-2015).

4. 2017 Legislative Session:
 - a. Senate Bill 103: Extended new flexibility for personalized learning at the system level. Removed the obligation to provide the aggregate hours of instruction to all students other than those not gaining proficiency. From this point forward, state law authorizes school districts to implement personalized learning paths with funding attached based on proficiency over content.
 - b. Senate Bill 307: Created a new major maintenance funding stream of \$23 million annually, through a combination of nonvoted levy authority and guaranteed tax base support that pays for the majority of these total costs on a statewide basis.
 - c. House Bill 647: Protected school districts against what would have otherwise been budget reductions of \$42 million. Used block grant funds to cover short term budget shortfalls and expanded guaranteed tax base aid from FY18-21 in a manner that provided tens of millions in savings to local property taxpayers on an annual basis. Through this bill and successor legislation, the GTB ratio has risen from 193% to 262% and local property taxes during the period covered (2017-2023) grew by only \$15 million statewide while state GTB support grew by over \$90 million.
5. 2019 Legislative Session:
 - a. House Bill 211: Passed funding for educator loan repayments for schools facing critical quality educator shortages.
 - b. House Bill 247: Authorized school districts to use major maintenance resources to service debt on major maintenance loans. Authorized new borrowing authority of over \$250 million for major maintenance projects.
 - c. House Bill 351: Provided incentive funds to help pilot school districts converting to personalized learning models.
 - d. House Bill 387: Increased career and technical education programming and funding, expanding to middle grades, authorizing matching non-voted adult education levy funds and more than doubling current CTE funding levels.
 - e. House Bill 576: Increased flexibility over donated funds previously obligated to endowment funds. Expanded school district access to over \$30 million in such funds.

- f. Senate Bill 92: Expanded authorized use of funding transfers, major maintenance resources and authorized a new voted levy for operational and capital costs of school and student safety and security.
6. 2021 Session:
- a. House Bill 46: Applied the inflationary adjustment to the special education allowable cost payment and included it in the present law base in future biennia starting in the 2023 Legislative Session.
 - b. House Bill 143: The TEACH Act. Provided a financial incentive to Montana public school districts to increase teacher base pay to attract early career teachers to Montana school districts. Funding through the quality educator payment for school districts meeting the legislative goals set forth in the bill adds to K-12 Base Aid for qualifying school districts.
 - c. House Bill 246: Codified and expanded flexibilities in personalized learning and teacher licensure and enhanced the state's recognition of the constitutional power of elected school boards. The broadened definition of instruction in 20-1-101(17) took pressure off districts trying to compute their aggregate hours of instruction requirements amid the challenges of COVID-19.
7. 2023 Session
- a. HB 15 - Implement K-12 Inflation. Sustains a 10 consecutive year streak in which school funding is determined early in a legislative session, compared to previous trend where school funding would be determined last.
 - b. HB 117 - Expand working retiree options under TRS. This removes red tape from the process of qualifying a person for working retiree status and expands coverage to administrative positions.
 - c. HB 257 - Expand funding for advanced opportunities program. CTE funding is now at \$6 million per year, with \$4 million of the funds administered through advanced opportunity grants. This is an all-time high in CTE funding.
 - d. HB 321 - \$73 million transfer to school facilities trust. The school facilities trust will now be \$200 million, and interest generated off that trust provides GTB-subsidize major maintenance levies and debt service payments on bonds approved by voters.
 - e. HB 332 \$40 million for startup funds for statewide school health trust. The trust must qualify no later than June 30, 2026, to claim these funds.
 - f. HB 352 - Implement targeted interventions starting at age 4 to support 3rd grade reading proficiency. This is groundbreaking for Montana in providing early childhood education on a formula

basis focused on early literacy. Options include any combination or a home based program (\$1,000), summer jump start program (120 hours for ¼ ANB) and a classroom program that can be either half time or full time starting with children who turn 4 on or before September 10 of the year of service.

- g. HB 408 - Expand innovative education tax credits and broaden permissible expenditures. This bill expands the innovative education tax credit from \$2 million to \$5 million and now allows expenditure on equipment and facilities supporting innovative educational programming.
- h. HB 549 - Authorizing establishment of public charter schools. We drafted this bill in collaboration with Representative Anderson and the Coalition of Advocates for Montana's Public schools. The bill is constitutionally compliant with schools supervised and controlled by popularly elected trustees and subject to general supervision by the board of public education.
- i. HB 587 - Increase transparency and expand tax relief through 95 mills. This bill devotes the 95 mills to supporting K-12 education funding. The 95 mills now fund the general fund GTB program (262% ratio), and provides \$30 million in permanent local property tax relief for countywide retirement levies. The bill also provides for a contingent spill over to further support GTB support for major maintenance levies and debt service payments due to voter approved bonds.
- j. HB 588 - Expand TEACH Act to ensure the eligibility of class 5 provisional certified staff and to ensure that the "first three years of career" does not count for years when an individual is working under an emergency authorization.
- k. HB 749 - Expand Montana Digital Academy funding for nationwide clearinghouse. The \$950,000 increase in funding will exponentially expand student access to high quality distance learning opportunities, all accessed through enrollment in a resident public school on a part time or full time basis.
- l. HB 833 - Establish teacher residency program. This program funds approximately 70 new teachers each year in rural and isolated communities to help address recruitment and retention.
- m. SB 70 - Ease rules to qualify for Quality Educator Loan Assistance Program to help address recruitment and retention. Removes red tape from the process of qualifying a person for loan repayment by removing the content-specific criteria and qualifying anyone working in a rural or isolated school for loan repayment.
- n. SB 373 - Provide for alternative teacher credentialing to help address recruitment and retention.

- o. SB 444 - Protect unpaid internships related to work-based learning. To ensure student access to work-based learning partnerships and avoid a requirement that a work based learning partner must pay a student intern while that student is gaining credit for the work. Aligns with existing practice for unpaid internships consistent with federal law.

2. Ensure a Structure of Shared Authority that Matches the Intent of Constitutional Framers:

- a. MTSBA shall increase awareness among public policy makers and the public regarding the interrelationships and shared and obligations of the Montana Legislature, the Board of Public Education, the State Superintendent and Elected School Boards for ensuring a constitutionally compliant system of public education that develops the full potential of each person. The people of Montana have commissioned and assigned responsibilities to each of these groups to ensure that the peoples' goal of developing the full potential of each person is within reach. The authority and obligation of community elected school boards to supervise and control public schools in each community is a power specifically greater than the power to generally supervise schools as vested in the board of public education. It remains important for MTSBA to remain vigilant in preserving the authority of supervision and control by elected school boards against proposals to infringe on that authority introduced before the Legislature and/or the Board of Public Education.
- b. MTSBA shall identify and seek changes to all laws that are inconsistent with the intent of the people in adopting Article X of the Montana Constitution, ensuring codification of proper roles and scope of authority for all branches of government sharing a duty of fidelity to fulfilling the goals and guarantees afforded children under Article X of the Montana Constitution. MTSBA shall source its position on such issues by relying on guidance as to the proper role, balances of power and interrelationships among constitutionally empowered parties from the verbatim transcript of the Montana Constitutional Convention of 1972, with particular emphasis on portions of that transcript related to the adoption of Article X, Section 8 vesting supervision and control of public education in each community in elected school boards.¹

¹ These are all from Volume VI of the Constitutional Convention Notes, Verbatim Transcript March 9, 1972 - March 16, 1972

Page 2046 is where the delegates first considered what has become Article X, Section 8. Delegate George Heliker, who was an economics professor at the University of Montana moved: I move to amend Section 8 of the Education and Public Lands Committee Proposal on page 5, line 24, after the word and punctuation 'elections': 'The supervision and control of schools in each school district shall be vested in a school board.'

Page 2046 – Heliker says that the fear has been expressed that local school boards would lose autonomy unless added to the Constitution. He also drew a parallel between the authority he was

3. Focus on resolving the following preliminary list of identified gaps between the promise of quality in Article X of the Montana Constitution and the current realities set forth in law:
 - a. Pursue changes in law to correct the deficiency in the current method of calculating annual inflation-related adjustments to K-12 BASE aid pursuant to 20-9-326, MCA. Current deficiencies include:
 - i. the 3% cap on inflation in 20-9-326(2);
 - ii. The incorporation of stale inflation data from 3-4 years prior to calculate projected inflation for each biennium; and
 - iii. the use of the CPI-U index, which measures the increased cost of items purchased by the average consumer, rather than a more educationally relevant index aligned with the inflationary costs of employee compensation and benefits that make up 85% of all school expenditures.

suggesting be provided to local school boards and the authority that the committee had previously granted to the board of regents.

"The committee proposal in Section 11 provides for autonomy to a certain extent for the Board of Regents, which they propose to establish as a constitutional board. And I feel, therefore, that we should give constitutional recognition and status to the local boards to-first of all, to allay the fears which have been expressed, which I think are well founded, concerning the preservation of local autonomy; and secondly, to give parallel treatment to the governing boards of the public schools, as well as the public universities and colleges."

Page 2046-2047 - Richard Champoux, Delegate, a professor at Flathead Valley College and a Senate Democrat, added the following comments, noting a specific intent to reduce the power of the Board of Public Education over what it had been under the 1899 Constitution:

"I have also felt that there is quite a bit of fear on the part of many delegates here, and no matter what we say, perhaps they'd still have that fear that the local school districts are going to lose some control and some power. And if you'll note in my remarks to the-when we get to 9, 10 and 11, you will note that we have even eliminated the word "control" in the new Public Board of Education, where it is in the old Constitution, and only use the word "supervise". By this amendment the intent is shown, I think, that this delegate-this body does want local control to remain with the local school districts, and I heartily support it."

Page 2048 – Reflects the proposal was adopted unanimously.

Page 2050 – Delegate Champoux emphasizes the deliberate reduction in power of the Board of Public Education vis-à-vis local school boards by reiterating that the removal of authority to "control" by the Board of Public Education was deliberate.

"I want you to notice, in this Number 9, if you look at the old section of the Constitution, it talks about supervision and control. In this section we have left out the word "control". Again, we want to emphasize that we want the local public school boards to have as much power as possible."

Page 2051 – Delegate Champoux addresses the relationship between the power of the Board of Public Education and local school boards:

The fear has been expressed that a separate board for public education might usurp the powers of local boards. There is no reason to be concerned about such a possibility-however, since the powers granted the state board would be almost identical to those now granted, and what we have just done is to guarantee the control by the local board at the local level. Indeed, the committee has actually deleted the word "control" from the powers and granted-now granted the board, so that the new section reads: "exercise general supervision over the public school system." It would be difficult to argue that this grants any additional powers to the state board at the expense of local school boards.

- Examples of refinements in the law that should be considered for legislation include, but should not be limited to removal or triggered-release of the 3% cap on inflation that is significantly above 3%; use of the cost of employment index to calculate inflation; and use of a more compressed, recent calculation of inflation no more than 2 years prior to the year to which such inflation applies in calculating K-12 BASE Aid.
- b. Increase the schedule of maximum reimbursement by mileage rates specified in section 20-10-141 by 60% to reflect the 20 year (2003-2023) period during which the current schedule remained flat since it was first passed into law in Senate Bill 424, 2003 Legislative Session, and apply inflation calculated in accordance with section 20-3-326, MCA to the schedule for years beyond FY26.
 - c. Increase the State's share of Special Education costs by providing guaranteed tax base aid support for the portion of tuition levies implemented by school districts to pay for excess costs of providing a free appropriate public education to children with disabilities under the Individuals with Disabilities Education Act (IDEA) that are beyond the funding provided by the state and federal government for IDEA compliance.
 - d. Explore access to alternative tax revenue sources that will relieve the pressure and undue tax burden shouldered by residential property taxpayers to fund Montana's public schools.
 - e. Increase the state's support of school district costs of building and maintaining facilities to serve the children educated in Montana's public schools. Legislative efforts should reflect implementation of updates to the most recent statewide school facilities study in 2008. The level of financial support committed for such expenditures should align to key findings of the 2008 study, including:
 - i. Over 2,000 school buildings in Montana;
 - ii. Over 31 million square feet of real property improvements in Montana's public schools;
 - iii. The average age of school buildings in 2008 was over 50 years, with a large percentage of Montana's public school buildings built in the 1950's and 1960's. The average age of school facilities has undoubtedly increased further over the last 15 years.

**Substitute Hires
Sept 2023**

Teacher

LNAME	FNAME	Teacher
McAtee	Deanna	Teacher or Aide
Symmes	Laura	Teacher or Aide
Hunt	Maureen	Teacher or Aide
James	Elizabeth	Teacher or Aide
McCombs	Susan	Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide
		Teacher or Aide

Secretary / Nurse

LNAME	FNAME	Other
		Nurse
		Nurse
		Secretary

Bus Driver

LNAME	FNAME	Other
		Bus Driver
		Bus Driver
		Bus Driver

Hot Lunch

LNAME	FNAME	Other
		Hot Lunch
		Hot Lunch
		Hot Lunch
		Hot Lunch

Custodian

LNAME	FNAME	Other
Nicosia III	Michael	Custodian
Cadigan	Daniel	Custodian
		Custodian
		Custodian

9/7/2023