

CULBERTSON SCHOOL DISTRICT #17 J/R/C
RICHLAND/ROOSEVELT COUNTIES
CULBERTSON, MONTANA

NOTICE OF REGULAR SCHOOL BOARD MEETING

Monday–October 24, 2022, 6:30 PM

PREVIEW BILLS.....6:15 PM

CALL TO ORDER.....6:30 PM

ROLL CALL

- 01. Action, establish quorum

RECOGNITION OF VISITORS

- 02.

APPROVE AGENDA

- 03. Action, approve agenda

PUBLIC COMMENT FOR AGENDA ITEMS

- 04.

MINUTES OF PREVIOUS MEETINGS

- 05. Action, approve minutes from the following meeting(s)
 - a. September 15, 2022 (Regular Board Meeting)

FINANCE REPORT

- 06. Action, pay bills, approve investments, and note cash & extra-curricular balances

REPORTS

- 07. Information, Student Representative Report
- 08. Information, Teacher Report
- 09. Information, Activities Director Report
- 10. Information, Technology Systems Administrator Report
- 11. Information, Principal Report
- 12. Information, District Clerk Report
- 13. Information, Superintendent Report

* Items listed on the agenda do not necessarily indicate the order in which they will be addressed.

Mission

Culbertson Public Schools are committed to providing opportunities for students in a safe and productive environment, to achieve their personal best, become responsible and productive citizens, and embrace lifelong learning in an ever changing world.

UNFINISHED BUSINESS

- 14. Action, 2022-2023 Board Goals
- 15. Action, Board Policy – 2nd Reading

NEW BUSINESS

- 16. Action, Resignation
- 17. Action, 2022-2023 Classified Staff Contact(s)
 - a. Cook's Helper
 - b. Custodian
 - c. Activity Bus Driver(s)
 - d. Guest Teacher(s)
- 18. Action, 2022-2023 Extra-Curricular Contract(s)
- 19. Action, Kitchen/Custodial/Maintenance Substitute Rosters
- 20. Action, 2022-2023 Driver Education Teacher Wage
- 21. Action, Eastern C Division Realignment
- 22. Action, Disposition of Property – projectors
- 23. Action, Board Policy – 1st Reading
- 24. Action, Graduation Date & Time
- 25. Action, E-Sports

PUBLIC COMMENT FOR NON-AGENDA ITEMS

- 26.

REPORTS (Continued)

- 27. Information, Trustees Reports/Requests.

DATE/TIME FOR NEXT MEETING

- 28. Date: Tuesday, November 15th Time: 6:30 p.m.
 - Potential Conflicts: None
 - Suggested Changes: None

ADJOURNMENT

- 29. Time of adjournment: _____

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Mission

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Public Comment

(Agenda Items)

The Culbertson School Board of Trustees would like to encourage public comment on any agenda item during the time that it is presented. If any visitor has any particular agenda item or items on which to comment, we would ask that you please indicate your intentions by raising your hand at that time so that the chair may properly recognize you.

Thank you.

SCHOOL BOARD MINUTES
REGULAR MEETING
September 15, 2022
Thursday – 6:30 p.m.

The Board met in regular session on Thursday, September 15, 2022, at 6:30 p.m. Trustees present were: Luke Anderson, Eric Bergum, Mark Colvin, and Ian Walker. Representatives were: Larry Crowder, Mike Olson, Dave Solem, and Lora Finnicum. Visitors were recognized.

Luke Anderson made motion to approve the agenda. Eric Bergum seconded motion. Motion carries unanimously. Notice for public comment was given.

Eric Bergum made motion to approve the minutes of August 8th (special board) and August 16, 2022 (regular board) meeting(s). Ian Walker seconded motion. Motion carries unanimously.

Luke Anderson made motion to pay the September bills, approve investments, note cash and extra-curricular balances. Ian Walker seconded the motion. Motion carries unanimously. Payroll warrants #1667 to #1700 and claims warrants #10700 to #10768 were written.

Reports were presented. Staff and students in 6th Grade are transitioning well into the JH setting. Bonfire still scheduled for homecoming and may be contingent on weather. Powder Puff football game scheduled for Saturday, depending on sufficient participation numbers. MCEL Conference will be in Missoula as well as a virtual option.

Trustees reviewed board goals. Quote was received for playground equipment. Installation and surface materials would be additional costs. Goals will remain on the agenda and updates will be provided when they become available.

No applicants to consider for classified positions.

Jeri Gustafson has requested an additional assistant Speech & Drama coach as numbers have significantly increased this year. Luke Anderson made motion to hire Shelby Manning as Assistant Speech & Drama Coach, Jennifer Lambert and Rhonda Seitz to share additional Assistant Speech & Drama Coach, Terrance Johnson as JH Boys' Basketball Head Coach, Beau Hyatt as JH Boys' Basketball Assistant Coach, David Anderson as JH Girls' Basketball Head Coach, Janelle Ator as JH Girls' Basketball Assistant Coach, Keri Hauenstein as Annual Advisor, and Tessa Rumsey as Missoula Children's Theatre Advisor. Eric Bergum seconded motion. For motion: Bergum, Walker. Recusal: Anderson. Motion carries.

Luke Anderson made motion to approve the 14 days of sick leave bank contributions. Eric Bergum seconded motion. Motion carries unanimously.


Luke Anderson made motion to post Policy 5145 Personnel, Extra-Curricular Stipends. Ian Walker seconded motion. With the transition of 6th Grade to JH, advisor stipend for 6th Grade of \$500 is recommended. Motion carries unanimously.

Luke Anderson made motion to approve the Indemnity Bond for lost Payroll Checks #1254 \$35.57 and #1389 \$17.67. Eric Bergum seconded motion. Warrants will be voided and re-issued. Motion carries unanimously.

SCHOOL BOARD MINUTES
REGULAR MEETING
September 15, 2022
Thursday – 6:30 p.m.

Notice for public comment for non-agenda items was given. Division ballots will be presented for board vote in October to move a school district to the other east division bracket. Next regular board meeting scheduled for October 24, 2022. Meeting adjourned at 6:58 p.m.

Chairman of the Board



Clerk

CULBERTSON SCHOOL DISTRICT CASH FLOW REPORT
for the month of **SEPTEMBER 30, 2022**

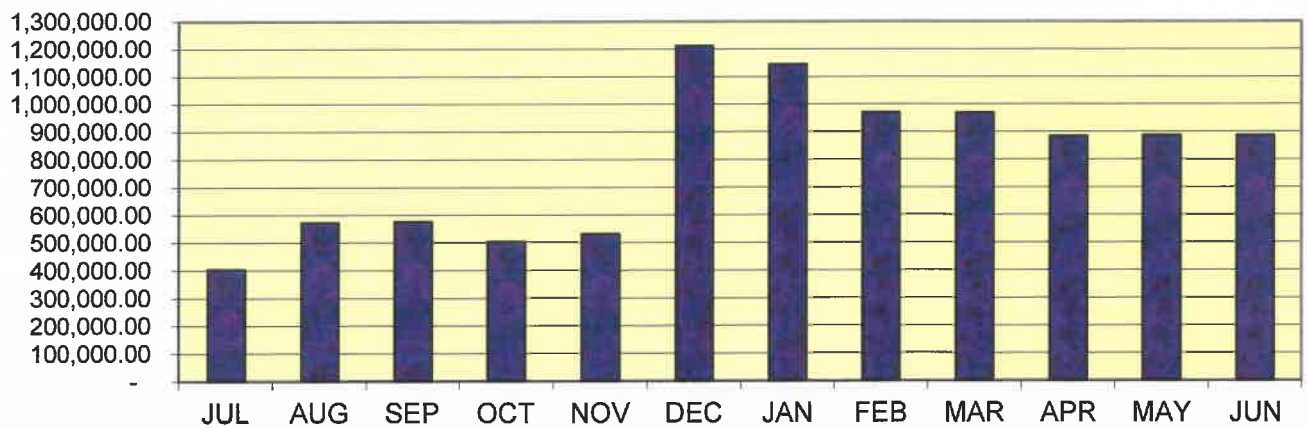
A	B	C	D	E	F	G	H	I
FUND	BEGINNING BALANCE	RECEIPTS	INVESTMENTS IN	INVESTMENTS OUT	DISBURSEMENTS	ENDING BALANCE	TREASURER BALANCE	VARIANCE
GENERAL	142,616.93	81,291.28	178,970.00	221,514.00	177,254.66	4,109.55	4,109.55	(0.00)
TRANSFER	19,052.55	25,140.71	90,990.00	85,848.00	24,268.83	25,066.43	25,066.43	-
RETIREMENT	5,036.72	41,534.36	150,687.00	131,310.00	24,413.67	41,534.41	41,534.41	-
MISC	9,813.87	22,069.00	-	-	32,902.13	(1,019.26)	(1,019.26)	0.00
Misc	6,317.72		-			6,317.72		
Title	(45.00)				16,462.53	(16,507.53)		
ESSER II	(1,499.72)				25.00	(1,524.72)		
ESSER III	0.66					0.66		
Ind Ed	-	2,793.00			2,792.37	0.63		
JMG	2,000.00				58.03	1,941.97		
SRS	(5,881.38)	19,276.00			13,304.22	90.40		
JOM	8,921.59				259.98	8,661.61		
AD ED	185.93	12.92	10,560.00	10,525.00	225.00	8.85	8.85	0.00
COMPA	1.53	1.26	13,222.00	13,223.00	-	1.79	1.79	(0.00)
IMPACT	8.18	0.15	1,590.00	1,598.00	-	0.33	0.33	0.00
TECH	1,316.75		5.00	892.00	547.43	(117.68)	(117.68)	-
FLEX	8.15	14.96	156,885.00	143,973.00	19,960.00	(7,024.89)	(7,024.89)	0.00
PR	1,742.45	306,202.04	-		265,669.76	42,274.73	42,274.73	-
CL	12,731.06	168,434.86	-		174,570.73	6,595.19	6,595.19	(0.00)
ELEM	192,514.12	644,701.54	602,909.00	608,883.00	719,812.21	111,429.45		(0.00)
GENERAL	79,795.76	49,348.51	-	25,055.00	100,217.99	3,871.28	3,871.28	0.00
TRANSFER	15,394.09	18,144.27	20,013.00	17,495.00	17,911.61	18,144.75	18,144.75	-
LUNCH	(21,306.26)	6,088.07	35,814.00	74.00	14,760.84	5,760.97	5,760.97	-
RETIREMENT	3,850.06	54,213.33	100,492.00	91,388.00	12,953.71	54,213.68	54,213.68	-
MISC	7,780.40	-	-	-	210.23	7,570.17	7,570.17	-
Misc	2,780.40		-			2,780.40		
ESSER	-					-		
AG	-					-		
BUS	-					-		
JMG	5,000.00				210.23	4,789.77		
Perkins	-					-		
AD ED	450.46	8.46	10,441.00	10,666.00	225.00	8.92	8.92	(0.00)
DR ED	578.30	0.68	7,148.00	7,726.00		0.98	0.98	(0.00)
COMPA	0.91	1.04	10,928.00	10,928.00		1.95	1.95	0.00
IMPAC	12.14	7.53	79,003.00	59,649.00	19,365.72	7.95	7.95	0.00
TECH	821.20		-	501.00	319.74	0.46	0.46	(0.00)
FLEX	0.84		2.00	2.00		0.84	0.84	-
ENDOW	69,910.33	39,557.02	157,276.00	227,186.00		39,557.35	39,557.35	-
HS	157,288.23	167,368.91	421,117.00	450,670.00	165,964.84	129,139.30	129,139.30	0.00
TOTAL	349,802.35	812,070.45	1,024,026.00	1,059,553.00	885,777.05	240,568.75	129,139.30	(0.00)

2020		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
	101 General	233,993.00	178,970.00	221,514.00	-	-	-	-	-	-	-	-	-
	110 Transport	82,263.00	90,990.00	85,848.00	-	-	-	-	-	-	-	-	-
	114 Retirement	165,012.00	150,687.00	131,310.00	-	-	-	-	-	-	-	-	-
	115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
	117 Adult Ed	11,051.00	10,560.00	10,525.00	-	-	-	-	-	-	-	-	-
	121 Comp Abs	6,869.00	13,222.00	13,223.00	-	-	-	-	-	-	-	-	-
	126 Impact Aid	86,023.00	1,590.00	1,598.00	-	-	-	-	-	-	-	-	-
	128 Technology	5.00	5.00	892.00	-	-	-	-	-	-	-	-	-
	129 Flex	89,864.00	156,885.00	143,973.00	-	-	-	-	-	-	-	-	-
2021	201 General	89,546.00	-	25,055.00	-	-	-	-	-	-	-	-	-
	210 Transport	21,774.00	20,013.00	17,495.00	-	-	-	-	-	-	-	-	-
	212 Hot Lunch	14,089.00	35,814.00	74.00	-	-	-	-	-	-	-	-	-
	214 Retirement	112,557.00	100,492.00	91,388.00	-	-	-	-	-	-	-	-	-
	215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
	217 Adult Ed	11,488.00	10,441.00	10,666.00	-	-	-	-	-	-	-	-	-
	218 Drivers Ed	5,704.00	7,148.00	7,726.00	-	-	-	-	-	-	-	-	-
	221 Comp Abs	8,242.00	10,928.00	10,928.00	-	-	-	-	-	-	-	-	-
	226 Impact Aid	124,293.00	79,003.00	59,649.00	-	-	-	-	-	-	-	-	-
	228 Technology	-	-	501.00	-	-	-	-	-	-	-	-	-
2022	229 Flex	2.00	2.00	2.00	-	-	-	-	-	-	-	-	-
	281 Endow	227,112.00	157,276.00	227,186.00	-	-	-	-	-	-	-	-	-
	TOTAL	1,289,887.00	1,024,026.00	1,059,553.00	-	-	-	-	-	-	-	-	-
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	101 General	-	27,311.00	45,893.00	-	38,712.00	307,837.00	261,013.00	288,402.00	260,020.00	199,035.00	115,498.00	115,498.00
	110 Transport	-	113,506.00	92,934.00	77,335.00	61,615.00	142,093.00	123,243.00	107,750.00	85,059.00	63,704.00	36,714.00	36,714.00
	114 Retirement	85,561.00	86,665.00	70,779.00	51,628.00	75,258.00	127,700.00	167,875.00	170,195.00	156,777.00	140,640.00	107,054.00	107,054.00
	115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
	117 Adult Ed	6,412.00	6,491.00	6,310.00	6,314.00	4,974.00	9,581.00	9,531.00	9,541.00	9,346.00	9,132.00	9,617.00	9,617.00
	121 Comp Abs	10,713.00	10,714.00	10,715.00	10,496.00	10,497.00	9,090.00	9,002.00	7,829.00	7,830.00	7,831.00	6,002.00	6,002.00
2023	126 Impact Aid	28.00	28.00	28.00	50,752.00	39,369.00	18,230.00	21,655.00	3,562.00	656.00	49,254.00	31,499.00	31,499.00
	128 Technology	2.00	972.00	972.00	780.00	742.00	635.00	160.00	160.00	5.00	5.00	5.00	5.00
	129 Flex	-	-	-	-	-	-	-	-	-	-	86,864.00	86,864.00
	201 General	-	-	-	-	-	144,540.00	116,002.00	109,826.00	76,744.00	45,938.00	83,635.00	83,635.00
	210 Transport	27,204.00	38,547.00	23,001.00	11,898.00	-	59,509.00	45,627.00	34,507.00	18,228.00	763.00	1,664.00	1,664.00
	212 Hot Lunch	1,146.00	1,146.00	-	-	-	-	473.00	-	-	-	1,171.00	1,171.00
	214 Retirement	50,343.00	108,341.00	96,000.00	95,293.00	94,915.00	117,378.00	136,321.00	135,941.00	122,789.00	110,765.00	84,341.00	84,341.00
	215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-
	217 Adult Ed	8,090.00	8,181.00	8,001.00	8,005.00	6,641.00	10,502.00	10,399.00	10,409.00	10,211.00	10,067.00	10,519.00	10,519.00
	218 Drivers Ed	2,856.00	4,283.00	5,697.00	5,698.00	5,699.00	5,700.00	5,700.00	5,701.00	5,702.00	5,702.00	5,703.00	5,703.00
2024	221 Comp Abs	8,526.00	8,527.00	8,528.00	8,308.00	8,309.00	8,251.00	8,237.00	8,238.00	8,239.00	8,240.00	8,241.00	8,241.00
	226 Impact Aid	3,689.00	3,690.00	3,690.00	22,595.00	22,596.00	22,599.00	22,601.00	3.00	6.00	16,708.00	71,329.00	71,329.00
	228 Technology	-	629.00	628.00	595.00	595.00	595.00	21.00	21.00	-	-	-	-
	229 Flex	2.00	3.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
	281 Endow	199,758.00	154,718.00	203,348.00	154,286.00	161,461.00	227,357.00	206,995.00	77,953.00	206,970.00	216,903.00	227,086.00	227,086.00
	TOTAL	404,330.00	573,752.00	576,526.00	503,985.00	531,385.00	1,211,599.00	1,144,857.00	970,040.00	968,584.00	884,689.00	886,944.00	886,944.00
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	101 General	-	-	-	-	-	-	-	-	-	-	-	-
	110 Transport	42,791.00	47,590.00	-	-	15,467.00	10,587.00	-	-	-	-	-	-
	114 Retirement	10,633.00	-	-	-	27,466.00	72,524.00	90,014.00	90,014.00	-	-	-	-
115 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-	
117 Adult Ed	4,713.00	-	-	-	7,464.00	8,582.00	9,067.00	9,067.00	-	-	-	-	
121 Comp Abs	5,264.00	-	-	-	-	-	-	-	-	-	-	-	
126 Impact Aid	18.00	-	-	-	12,545.00	-	26,153.00	26,153.00	-	-	-	-	
128 Technology	1.00	-	-	-	1,061.00	789.00	738.00	738.00	-	-	-	-	
129 Flex	-	-	-	-	-	-	-	-	-	-	-	-	
201 General	-	-	-	-	-	-	-	-	-	-	-	-	
210 Transport	33,623.00	20,177.00	-	-	52,274.00	60,834.00	53,547.00	53,547.00	-	-	-	-	
212 Hot Lunch	1,888.00	-	-	-	-	9,888.00	12,674.00	12,674.00	-	-	-	-	
214 Retirement	20,844.00	-	-	-	92,921.00	112,016.00	131,983.00	131,983.00	-	-	-	-	
215 Misc Fed	-	-	-	-	-	-	-	-	-	-	-	-	
217 Adult Ed	4,663.00	4,045.00	-	-	7,251.00	8,494.00	8,999.00	8,999.00	-	-	-	-	
218 Drivers Ed	313.00	2,563.00	-	-	2,564.00	2,564.00	2,564.00	2,564.00	-	-	-	-	
221 Comp Abs	3,341.00	-	-	-	-	-	-	-	-	-	-	-	
226 Impact Aid	11.00	845.00	-	-	-	-	49.00	49.00	-	-	-	-	
228 Technology	-	-	-	-	565.00	565.00	552.00	552.00	-	-	-	-	
229 Flex	2.00	2.00	-	-	2.00	2.00	2.00	2.00	-	-	-	-	
281 Endow	186,114.00	140,553.00	6,980.00	-	83,828.00	102,394.00	95,225.00	95,225.00	109,742.00	-	-	-	
TOTAL	314,219.00	215,775.00	6,980.00	-	303,408.00	389,239.00	431,567.00	431,567.00	109,742.00	-	-	-	

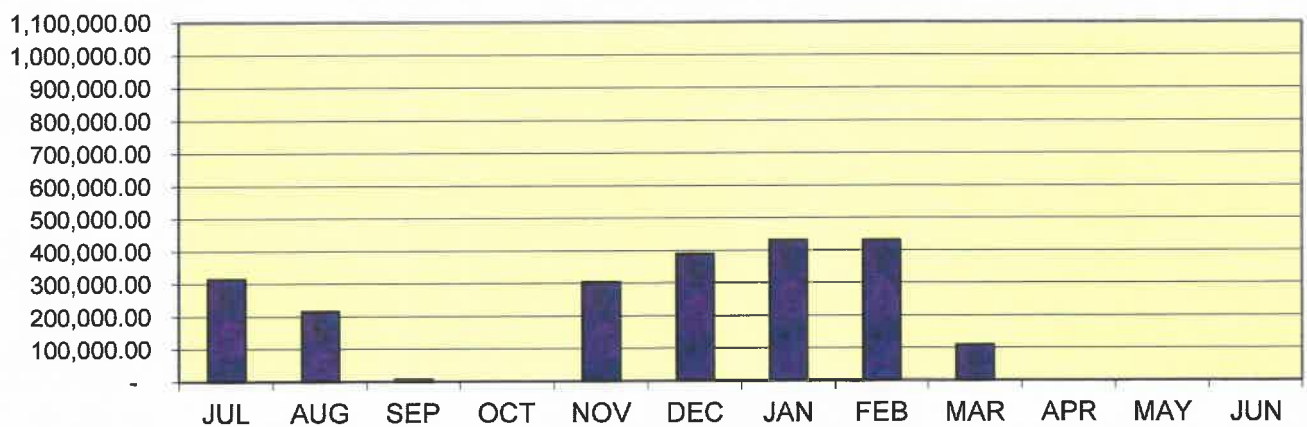
2022-23 INVESTMENTS



2021-22 INVESTMENTS



2020-21 INVESTMENTS



Culbertson Public School
Totals Report for September 2022 through September 2022
2022-2023

10/18/2022
2:12:30 PM

Checking
Savings
Investments

Account	Beginning +	Receipts -	Expenditures +	Transfers =	Ending
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1 - ANNUAL	3,344.82	184.00	923.98	0.00	2,604.84
2 - ATHLETICS	15,823.50	9,026.39	13,754.03	0.00	11,095.86
3 - SENIOR CLASS 2023	4,363.67	0.00	0.00	0.00	4,363.67
4 - JUNIOR CLASS 2024	2,407.76	0.00	0.00	0.00	2,407.76
5 - SOPHOMORE CLASS 2025	3,194.71	2,023.00	127.27	0.00	5,090.44
6 - FRESHMAN CLASS 2026	0.00	1,000.00	90.00	0.00	910.00
7 - 8TH GRADE	0.00	0.00	0.00	0.00	0.00
8 - CHEERLEADER	464.96	0.00	0.00	0.00	464.96
9 - FFA	4,998.55	3,334.50	2,749.40	0.00	5,583.65
10 - BAND/CHOIR	4,040.05	1,260.00	286.86	0.00	5,013.19
11 - STUDENT COUNCIL	5,857.85	283.00	521.98	0.00	5,618.87
12 - SPEECH AND DRAMA	910.03	0.00	0.00	0.00	910.03
13 - VO-AG REVOLVING	1,895.49	0.00	0.00	0.00	1,895.49
14 - *****SENIOR CLASS 2022	0.00	0.00	0.00	0.00	0.00
15 - PLAY	5,710.28	0.00	0.00	0.00	5,710.28
16 - JMG	1,143.94	0.00	0.00	0.00	1,143.94
17 - BPA	2,595.06	319.00	0.00	0.00	2,914.06
18 - EXPLORE AMERICA	18,838.79	2,537.00	482.06	0.00	20,893.73
19 - MUSIC PARENTS	2,437.75	0.00	0.00	0.00	2,437.75
20 - ART	1,576.68	543.00	0.00	0.00	2,119.68
21 - LIBRARY	1,464.42	0.00	0.00	0.00	1,464.42
22 - SPANISH CLUB	15.49	0.00	0.00	0.00	15.49
23 - INDIAN CLUB	0.00	0.00	0.00	0.00	0.00
24 - SCIENCE OLYMPIAD	4,208.50	0.00	0.00	0.00	4,208.50
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	85,292.30 +	20,509.89 -	18,935.58 +	0.00 =	86,866.61



October 2022 AD report

Culbertson Board of Trustees,

Fall elementary and junior high activities have ended. Junior high basketball practice began on Oct 10. There are 22 participants out for speech and drama. District volleyball will be held in Plentywood Oct 27-29. State cross country will be held Oct 22 in Missoula with twelve runners competing (5 boys and 7 girls). I have also been getting ready to host Divisional volleyball November 3-5. The Culbertson Cowboy football team won the Eastern C title for the first time in a very long time. Culbertson will also be hosting home games for at least the first 2 rounds of the class C football playoffs.

I would also like to bring to the board's attention the possibility of a complete sanding and painting of lines and art for the high school gym floor for the summer of 2023. The previous sanding was in 2005. Scobey's sanding and painting was around \$70,000.

Sincerely,

David Solem

Mr. Olson
Technology Report
School Board Meeting
October 24, 2022

I have not heard back yet from the Grant for the Chromebooks that we put in for last Spring.

Cybersecurity is the main focus for technology in schools right now. I have had meetings with NorthStar, Google, SHI, and Marco to discuss ways to strengths our cybersecurity.

I will be working to get Chromebooks ready for testing this year as we are a part of a test group for a new trial. M.A.S.T

If approved I will get old projectors out of server room and out to the public.

Mr. Olson
Principal Report
School Board Meeting
October 24, 2022

We have been working getting at students and parent on Infinite Campus in Grades 6-12. We will begin working on 5th grade next.

Homecoming was held on Sept 19-24. Activities went well.

Parent teacher conferences were held on Sept 29. Teachers reported that they had a good turnout.

Culbertson VFD came in on Oct 13 for Fire Prevention Week. They talked with students in grades K-5.

As of 10-18-22

Month	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total
Aug	20	24	21	25	25	19	25	13	24	33	22	15	28	294
Sept	22	20	21	24	22	19	24	11	23	29	22	15	26	278
Oct	22	20	21	24	22	19	24	11	24	31	22	15	26	281
Nov														0
Dec														0
Jan														0
Feb														0
March														0
April														0
May														0

Enrolled	4	3	3	2	2	0	2	1	3	5	2	3	3	33
Transferred	0	5	0	1	4	0	1	2	2	4	0	0	2	21
Total In/Out														54

Ended the 2021-2022 year with 274

Culbertson School Board Meeting

Superintendent's Report

October 24, 2022

A. Events that I plan to attend for October and November.

October 5 th	Northeast Superintendent Meeting (NEMASS) @ Wolf Point
October 7 th	HS FB vs. Fairview HERE
October 11 th	District 2C Meeting - Virtual Culbertson Town Council Culbertson Fire Department Meeting
October 12 th	Culbertson Fire Department Training
October 13 th	Fire Prevention Week Demonstrations at the School
October 15 th	HS Volleyball vs. North Country Here HS Football vs. MonDak HERE
October 18 th	Culbertson Town Council Special Meeting Culbertson School 5-12 Music Concert
October 19 th	MCEL Conference @ Missoula
October 20 th	MCEL Conference @ Missoula
October 21 st	MCEL Conference @ Missoula
October 24 th	Culbertson School Board Meeting
October 25 th	Eastern C Division Meeting - Virtual Culbertson Fire Department Training
October 26 th	Culbertson School Parent Advisory Committee Meeting
October 27 th	District 1C Volleyball Tournament @ Plentywood
October 28 th	District 1C Volleyball Tournament @ Plentywood
October 29 th	District 1C Volleyball Tournament @ Plentywood JH Basketball vs. Bainville HERE HS Football Play-offs First Round Game @ Culbertson
November 2 nd	Northeast Superintendent Meeting (NEMASS) @ Sidney
November 3 rd	Eastern C Division Volleyball Tournament @ Culbertson**
November 4 th	Eastern C Division Volleyball Tournament @ Culbertson**
November 5 th	Eastern C Division Volleyball Tournament @ Culbertson** HS Football Play-offs Second Round Game**
November 8 th	Culbertson Fire Department Meeting
November 12 th	HS Football Play-offs Semi-Final Game**
November 14 th	Culbertson Town Council Meeting
November 15 th	Culbertson School Board Meeting
November 17 th	Culbertson Lions Club Meeting
November 18 th	JH Basketball vs. Froid/Lake HERE
November 19 th	HS Football Play-offs Championship Game** JH Basketball vs. Circle HERE
November 22 nd	Culbertson Fire Department Training

B. Other items for your review and consideration:

1. The OPI Accreditation Report (TEAMS) is due November 1st. The report has been completed.
2. The Montana High School Association annual meeting will be held in Missoula on Sunday, January 15th and Monday, January 16th. If any trustee would like to attend, please let me know so that I can make proper travel arrangements for you.
3. The contracts for the bus routes will expire at the end of the 2022-2023 school year. I would recommend the Board Negotiation Committee begin reviewing the current contracts for possible changes and set a calendar to meet with the bus contractors in the near future.
4. The Legislature will be convening in January for the new biennium for 90 working days. I will be updating the Board regularly on all legislative bills that effect education.
5. Last month OPI Deputy State Superintendent Sheryl Allen requested that our school district participate in the Montana Alternative Student Testing (MAST) Pilot Program. The MAST program is a three-year pilot program that is intended to revamp the current testing program and implement a series of shorter testing assessments throughout the school year compared to the one-time, multiple-day testing assessment that our state has used for decades. This year only the 5th grade and 7th grade students will be involved. Future years will include other grade levels. The first mini-assessment tests are scheduled to begin in November.
6. Just so we don't forget, here are a few projects to think about in the short term and long term (in no particular order of importance):
 - Replacement of the oldest section of Playground Equipment
 - Replacement of the Football Field Lights
 - Old Armory: Renovation or Demolition
 - Replacement of the cinder track with an all-weather track.
 - Building or purchasing teacher housing.
 - Building an auditorium for music performances and plays
 - Re-establishment of the Family Consumer Science classroom and the corresponding student organization FCCLA (Family, Career and Community Leaders of America).
7. Here are a few items that might be part of the regular November Board meeting agenda:
 - Any Remaining Extra-Curricular Contracts for 2022-2023
 - Any Remaining Classified Staff Contracts for 2022-2023

If you have any questions, comments, or concerns about any item in this report or on the agenda, please feel free to contact me at any time. I can be reached at 787-6246 (school), 787-5779 (home), 478-3330 (cell), or by email at crowderl@culbertson.k12.mt.us at any time.

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 14

AGENDA TITLE: 2022-2023 Board Goals

SUMMARY: Attached please find the spreadsheet of goals. Some of the goals have updated costs, as some price quotes have been received.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

School Board Goals

2022-2023

Goal	Cost	Timeline/Comments
Review Curriculum - Language Arts	Estimated at \$30,000	Request Curriculum Samples – Fall of 2022 Review Samples – Winter 2022-2023 Recommendation to Curriculum Committee – March 2023 Recommendation to School Board – April 2023 Purchase of Curriculum – May 2023
Top Ten Academically	TBD	Define Academic Metric for Comparisons – December 2022 Define Plan for Academic Improvement – March 2023
Study Abroad Program	TBD	Devise Plan – November 2022
Four Day School Week	TBD	Establish Learning Time Comparisons – November 2022 Establish Calendar Comparisons – December 2022 Establish Cost Comparisons – January 2023
Family Consumer Science	Estimated at \$150,000 - \$175,000 in first year	Define Classroom Space for Program – November 2022 Advertise for Staff – December 2022
TBD = To Be Determined		

2022-2023

Goal		Cost	Timeline/Comments
New Playground Equipment		Quoted at \$290,436	Update Quote – October 2022 Replace Old Equipment – Summer 2023
Old Armory Facelift		Estimated at \$300,000 - \$500,000	Define Additional Upgrades – October 2022 Receive Quotes for Upgrades – December 2022
Sprinklers		TBD	Replace All Valves – Spring 2023 Add Sprinklers to Playground – Summer 2023
Improve C-C Facilities		TBD	Define Plan for Facility – November 2022 Receive Pricing for Desired Facility Upgrades – March 2023 <ul style="list-style-type: none"> Move current home bleachers to visitor side Purchase and install enhanced home bleachers
TBD = To Be Determined			

2022-2023

[illegible]

School Board Goals

2022-2023

Completed or Nearly Projects (funds reserved/obligated)

Concrete Southwest Parking	Estimated at \$50,000	Fall 2022
Finish North Foundation	Estimated at \$2,500	Fall 2022
Phase Out Coal Boiler	Estimated at \$30,000	Complete Coal Boiler Removal – October/November 2022
Elementary Gym Bleachers	Quoted at \$45,000	Ordered – Summer 2022 Install Upon Arrival – Winter 2022
Old Armory Reroofing	Quoted at \$58,000	Fall 2022
Improve C-C Facilities	North C-C Cleanup was \$7,040 Lighting Improvement was \$7,535	Fall 2022

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 15

AGENDA TITLE: Board Policy – 2nd Reading

SUMMARY: Attached please a copy of Board Policy 5145 (Extra-Curricular Stipends). The proposed change is in ***Bold Italic Highlighted*** print. I have received no comments at this time.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson School District

PERSONNEL

5145

Extra-Curricular Stipends

CROSS COUNTRY*		GIRLS' & BOYS' GOLF*	
HS Head Coach	300.00/week	HS Head Coach	300.00/week
HS Assistant	200.00/week	HS Assistant	200.00/week
Junior High	1,500.00	CHEERLEADING*	
Junior High Assistant	1,050.00	HS Winter Season Coach	300.00/week
FOOTBALL*			
HS Head Coach	300.00/week	SPEECH & DRAMA*	
HS Assistant	200.00/week	HS Head Coach	300.00/week
Junior High	1,500.00	HS Assistant	200.00/week
Junior High Assistant	1,050.00	BAND & CHOIR*	
VOLLEYBALL*		Band Advisor**	2,500.00
HS Head Coach	300.00/week	Choir Advisor**	1,250.00
HS Assistant	200.00/week	ADVISORS	
Junior High	1,500.00	12 th Grade	600.00
Junior High Assistant	1,050.00	11 th Grade	700.00
GIRLS' & BOYS' BASKETBALL*		10 th Grade	500.00
HS Head Coach	300.00/week	9 th Grade	500.00
HS Assistant	200.00/week	8 th Grade	500.00
Junior High	1,500.00	7 th Grade	500.00
Junior High Assistant	1,050.00	6 th Grade	500.00
Grade	1,200.00	HS Student Council	600.00
Grade Assistant	840.00	Missoula Children's Theatre	300.00
GIRLS' & BOYS' TRACK*		Annual, In-Class	1,500.00
HS Head Coach	300.00/week	Annual, Out-of-Class	2,000.00
HS Assistant	200.00/week	FFA** with Concessions	7,000.00
Junior High	1,500.00	BPA**	2,000.00
Junior High Assistant	1,050.00	JMG**	2,000.00
Grade	1,200.00	Indian Club**	2,000.00
Grade Assistant	840.00	National Honor Society	300.00
		Title IX Coordinator	300.00
		Drug & Alcohol Coordinator	300.00

* denotes MHSA Sanctioned Events.

Beginning in the 2013-2014 School Year:

An additional \$200 will be paid to the high school head coach and an additional \$100 will be paid to the high school assistant coach(es) for each week of post season advancement for the following sports:

Football: each week of playoffs in which the team participates

Volleyball: divisional and state tournaments in which the team participates

Basketball: divisional and state tournaments in which the team participates

Beginning in the 2005-2006 School Year:

\$ 25 increase per year for JH head coaches, and grade school head coaches

\$ 15 increase per year for JH and grade school assistant coaches

** denotes stipends that will be contract addendums.

Policy History:

Adopted on: August 17, 1999

Reviewed on: April 19, 2022

Revised on: May 16, 2000

July 25, 2000

June 26, 2001

October 14, 2002

August 11, 2003

September 18, 2007

July 15, 2008

July 16, 2013

April 16, 2015

June 20, 2017

June 21, 2018

May 19, 2020

May 17, 2022

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 16

AGENDA TITLE: Resignation

SUMMARY: Rhonda Seitz has submitted her resignation from the part-time high school speech and drama assistant coach position.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 17

AGENDA TITLE: 2022-2023 Classified Staff Contract(s)

SUMMARY:

- a. Cook's Helper – there are no recommendations at this time.
- b. Custodian – Karen Eggett would like to recommend Denmark Labuga for a full-time contract pending background check.
- c. Activity Bus Driver(s) – there are no recommendations at this time.
- d. Guest Teacher(s) – I would like to recommend Amanda Sager and Dallas Reiland pending background check.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 18

AGENDA TITLE: 2022-2023 Extra-Curricular Contract(s)

SUMMARY: Speech & Drama Assistant Coach – In September the Board approved Jennifer Lambert and Rhonda Seitz to share one assistant coaching contract. Jennifer declined to sign her contract and Rhonda Seitz has decided to resign from her signed contract. Jeri Gustafson would like to recommend Christian Damm as a replacement for Jennifer and Rhonda.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 19

AGENDA TITLE: 2022-2023 Kitchen/Custodian/Maintenance Substitute Rosters

SUMMARY: I would like to recommend placing Dallas Reiland on the Substitute Rosters for the Kitchen, Custodial, and Maintenance pending background check.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 20

AGENDA TITLE: 2022-2023 Driver Education Wage

SUMMARY: Attached please find the wage request from Dave Solem.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Culbertson Board of Trustees:

I have completed the necessary certification for teaching traffic education. I am requesting the pay for time spent behind the wheel (driving), which will start after 4:00 pm, be set at \$30 per hour for the 2022-2023, 2023-2024, and the 2024-2025 school years. I will be present at the meeting to answer any questions.

Thank you,

David Solem

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 21

AGENDA TITLE: Eastern C Division Realignment

SUMMARY: The Eastern C Division is requesting a vote from each member school as to the alignment of schools that will comprise District 2C and District 3C for the 2023-2024 school year and beyond. Currently there are 10 teams in District 2C and 6 teams in District 3C. Fairview's enrollment will cause them to be pushed into Class B starting in the 2023-2024 school year leaving 9 teams in District 2C and 6 teams in District 3C.

The Division has voted several times in the past 6 years to level the Division by moving teams from District 2C to District 3C, but no schools are interested in moving voluntarily and, thus far, the MHSA Executive Board has been reluctant to move any teams.

Attached please find a copy of the letter from the Eastern C Division.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

Eastern C Divisional Realignment BASKETBALL

The Eastern C Division basketball conference will find itself in a possible equity issue for the 2023/2024 season. Last fall MHSA changed the Class C enrollment number to 100 students or less to remain in Class C. Due to this change the 2C will lose Fairview High School to Class B for the foreseeable future. This will leave us with 9 teams in the 2C and 6 teams in the 3C. After a lengthy discussion at our Eastern C Divisional meeting, the division's athletic directors, along with a few administrators who attended, were in favor of moving a 2C team to the 3C for next year's basketball season. This would help even the division with 8 teams in the 2C and 7 teams in the 3C. If we decide to do this and MHSA were to approve the change, both conferences would take 4 teams to the divisional tournament next school year. This change also could help in the case that Plentywood were to move up to Class B due to enrollment numbers.

We as a division understand that this is a hard change to move teams to another district. We understand rivalries and bonds with teams and districts are strong in our division and state. For these reasons we decided the best course of action was to bring this information to your school boards.

Option 1: The first option would be to leave the districts alone and have 9 teams in the 2C and 6 teams in the 3C for the 2023/2024 season.

Vote: Yes _____

Vote: NO _____

If you voted “yes” to keep the districts at 9 and 6 teams you do not need to go any further.

If you voted no please continue.

Option 2: The Division moves Circle to the 3C.

Vote: YES _____

Vote: NO _____

Option 3: The Division moves Brockton to the 3C.

Vote: Yes _____

Vote: NO _____

Thank you so much for taking the time to discuss this. If there is any other feedback please let us know. If you have any questions you can contact Greg Hardy at Scobey Schools 1406-487-2212.

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 22

AGENDA TITLE: Disposition of Property - projectors

SUMMARY: The Culbertson School has eleven (11) projects that Mike would like the Board to deem obsolete and dispose of them by giving them away on a first come/first serve basis.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 23

AGENDA TITLE: Board Policy – 1st Reading

SUMMARY: The Montana School Board Association would like to recommend our Board update its current Policy 2335. A copy of the current policy is attached, as well as a copy of the proposed policy with recommended changes underlined. I recommend the Board post this policy for public comment at this time.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

1 **Culbertson School District**3 **INSTRUCTION**

2335

5 Health Enhancement

7 Health, family life, and sex education, including information about parts of the body,
8 reproduction, and related topics, will be included in the instructional program as appropriate to
9 grade level and course of study. An instructional approach will be developed after consultation
10 with parents and other community representatives. Parents may ask to review materials to be
11 used and may request that their child be excluded from sex education class sessions without
12 prejudice.

14 The Board believes HIV/AIDS and other STD/STI instruction is most effective when integrated
15 into a comprehensive health education program. Instruction must be appropriate to grade level
16 and development of students and must occur in a systematic manner. The Board particularly
17 desires that students receive proper education about HIV and other STD/STI's, before they reach
18 the age when they may adopt behaviors which put them at risk of contracting the disease.

20 In order for education about HIV and other STD/STI's to be most effective, the Superintendent
21 will require that faculty members who present this instruction receive continuing in-service
22 training which includes appropriate teaching strategies and techniques. Other staff members not
23 involved in direct instruction, but who have contact with students, will receive basic information
24 about HIV/AIDS and other STD/STI's and instruction in use of universal precautions when
25 dealing with body fluids.

27 In accordance with Board policy, parents will have an opportunity to review the HIV/STD/STI
28 education program, before it is presented to students.

32 Legal Reference: §§ 50-16-1001, et seq., MCA AIDS Education and Prevention
33 (AIDS Prevention Act)

35 Policy History:

36 Adopted on: August 11, 2020

37 Reviewed on:

38 Revised on:

School District

R

INSTRUCTION

2335

Health Enhancement

Health, family life, and sex education, including information about parts of the body, reproduction, and related topics, will be included in the instructional program as appropriate to grade level and course of study. An instructional approach will be developed after consultation with parents and other community representatives. Parents and guardians may ask to review materials to be used and may request that their child be excluded from human sexuality education or instruction class sessions without prejudice in accordance with Policy 3120. The District will notify parents and guardians 48 hours prior to any event, assembly, or introduction of materials for instructional use on the topic of human sexuality. Notification of parent or guardian rights under this policy will be issued on an annual basis.

For purposes of this Policy, "human sexuality education or instruction" means teaching or otherwise providing information about human sexuality, including intimate relationships, human sexual anatomy, sexual reproduction, sexually transmitted infections, sexual acts, sexual orientation, gender identity, abstinence, contraception, or reproductive rights and responsibilities.

AIDS Education and Prevention

The Board believes HIV/AIDS and other STD/STI instruction is most effective when integrated into a comprehensive health education program. Instruction must be appropriate to grade level and development of students and must occur in a systematic manner. The Board particularly desires that students receive proper education about HIV and other STD/STI's, before they reach the age when they may adopt behaviors which put them at risk of contracting the disease.

In order for education about HIV and other STD/STI's to be most effective, the Superintendent will require that faculty members who present this instruction receive continuing in-service training which includes appropriate teaching strategies and techniques. Other staff members not involved in direct instruction, but who have contact with students, will receive basic information about HIV/AIDS and other STD/STI's and instruction in use of universal precautions when dealing with body fluids. In accordance with Board policy, parents will have an opportunity to review the HIV/STD/STI education program, before it is presented to students.

Cross Reference: Policy 3120 – Compulsory Attendance
Policy 2332 – Student and Family Privacy Rights
Policy 2158 – Family Engagement

Legal Reference:	§§ 50-16-1001, et seq., MCA	AIDS Education and Prevention (AIDS Prevention Act)
	§ 20-7-120, MCA	Excused Absences from Curriculum Requirements

Policy History:

Adopted on:

Reviewed on:

Revised on:

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 24

AGENDA TITLE: Graduation Date & Time

SUMMARY: The Culbertson High School Senior Class of 2023 would like to respectfully request that the Graduation Ceremony be held on Saturday, May 20th at 1 pm.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					

**CULBERTSON PUBLIC SCHOOLS
DISTRICTS 17 J/R/C
BOARD AGENDA FACT SHEET**

MEETING DATE: 10-24-2022

AGENDA ITEM #: 25

AGENDA TITLE: E-Sports Program

SUMMARY: There has been some talk in our school and several schools around the state about starting an E-Sports program. Attached please find some information supplied by Phyllis Owan about the topic. I would like to initiate some dialog with the Board at this time, as we investigate the potential of having a program at our school. I contacted MHSA and they are looking into adding E-Sports as a regulated MHSA activity. I am to understand E-Sports is growing in many states nationwide.

BOARD ACTION

	Motion	Second	Aye	Nay	Abstain
Finnicum					
Colvin					
Anderson					
Bergum					
Walker					



Phyllis Owan <owamp@culbertson.k12.mt.us>

Fenworks Newsletter

1 message

Carter Anderson <carter.anderson@fenworks.com> Tue, Sep 6, 2022 at 9:28 AM
Reply To: carter.anderson@fenworks.com
To: owamp@culbertson.k12.mt.us



Tuesday, Sept. 6

We hope that everyone got to enjoy the long Labor Day weekend! For many of our Minnesota schools, today marks the first day of classes. Welcome back! Things are really starting to speed up now, so make sure that you are staying on track with everything esports by checking the [School Portal](#) on the Fenworks website.

Don't forget: The final day to sign MSAs for the 22-23 season is Friday, Oct. 21!

Fenworks Updates:

- Fenworks attended the Barkin' with Berkshire event and photographed dogs looking to be adopted. All proceeds were donated to Turtle Mountain Animal Rescue!
- The 'Resources' section of the 'School' portal has been updated with new materials for General Managers. Check it out now!
- Follow us on [social media](#)!



In Esports News:

Follow these links to learn more about what's going on in the world of esports:

- How Esports Is Helping Students Improve Their Grades and Build Leadership Skills
- UK Esports Team Committee Unveils Principles to Professionalize Industry
- LEC to Bring Back Live Audience for Spring Split Finals

Upcoming Esports Events:



FENWORKS ESPORTS AFTER-SCHOOL PROGRAM WORK ORDER

This Work Order is entered into as of _____ ("**Effective Date**"), by and between Fenworks, Inc., a North Dakota corporation with a primary office address at 4551 South Washington Street Suite J, Grand Forks, ND 58201 ("**Fenworks**"), and

School Full Name: _____, with a primary address at
Street, City, and State _____ ("**School**").

This Work Order is subject to, and incorporates by reference, the attached Fenworks School Program Terms and Conditions ("**T&C**"). Any capitalized terms used in this Work Order shall have the meanings given in the T&C unless otherwise defined herein. This Work Order, together with the T&C are collectively referred to in this Work Order and the T&C as the "**Agreement**".

Primary School Contact Name:	
Primary School Contact Email:	

Provision of Services: Fenworks will provide the School with the Services identified below (collectively the "**Program**"). Services may be provided remotely.

Fenworks Program Services:

- Fenworks will provide and manage a competitive esports ecosystem for School's students to compete in, commencing for the 2022-2023 school year including:
 - Fenworks will set up a weekly seasonal game with General Managers, and host a final tournament for the highest ranked teams (in Fenworks' sole discretion).
- Fenworks will provide educational video content regarding competitive esports and real-world skills for School's Users to participate in.
- Fenworks will be available to assist School in setting up a user account for all third-party software, including establishing login information for all third-party software for the School. School acknowledges and agrees that use of the third-party software is subject to each of the third-party software's applicable terms and conditions.
- Fenworks will work with School (or its designated third-party organizer) to administer the final tournament organized by School.
- Fenworks will assist School with School's and students' use of third-party software required for Schools to participate in esports.

Term & Automatic Renewals:

The term of this Work Order shall be effective as of the Effective Date and unless terminated earlier as provided herein, will continue in effect until June 30, 2023 ("**Initial Term**"). Thereafter, the Agreement will automatically renew and continue on the same terms for additional twelve-month periods (each a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") (i.e., from July 1 to June 30 of the following calendar year) unless a party gives written notice of termination to the other party at least thirty (30) days before the end of the Initial Term or Renewal Term that is then in-effect. Upon automatic renewal of the Agreement and this Work Order, Fenworks may adjust its fees for the Program as provided in the T&C.

School Responsibilities:

- Assign a staff member to serve as a point of contact between Fenworks and School.
- Act as, or designate a third-party to act as, the organizer of the final tournament, in full accordance with any developer/game-company community guidelines, tournament rules and other policies for the chosen game title(s).
- Establish and maintain the third-party software accounts for use by School and its student competitors (at School's expense).



- Advertise the Fenworks esports club to School's Users through announcements, flyers, etc. to maximize student engagement.
- Participate in the final tournament if School's Users qualify for it.

Pricing & Billing:

- School agrees to pay Fenworks an annual "School-Year fee" of One Thousand Dollars (\$1,000), plus a One Hundred Dollar (\$100.00) per "Student/User fee" per school-year.
- School agrees to pay Fenworks the School-Year fee within sixty (60) days of the effective date of this contract and the Student/User fee within sixty (60) days of receiving Fenworks' invoice once the number of School's Users is confirmed.

Custom and Optional Services (if any):

- Upon School's prior written authorization, Fenworks will provide coaching services to manage Users, teach game strategy, and develop new skills. Coaching fees for the 2022-2023 season are \$40/hour and subject to adjustment for any Renewal Term as provided in the T&C.

By signing This Work Order, you are entering a service agreement with Fenworks that is governed by the attached "Fenworks School Program Terms & Conditions".

This Work Order is hereby entered into by the parties as of the Order Effective Date set forth above:

Fenworks, Inc.	
Signature: 	Signature: _____
Printed Name: Gannon Karsky	Printed Name: _____
Title: Chief Sales Officer	Title: _____



FENWORKS SCHOOL PROGRAM TERMS & CONDITIONS

These Fenworks School Program Terms & Conditions ("T&C"), together with the Work Order to which they are attached, form the "Agreement" between Fenworks, Inc., ("Fenworks") and the school named on the Work Order ("School").

Fenworks and School agree as follows:

1. SCOPE & GRANT TO USE.

(a) Fenworks will provide services to School as agreed in one or more Work Orders signed by Fenworks and School and referencing these T&C (collectively, the "Services"). From time to time, School may also request and Fenworks may agree to provide additional consulting, training, and other professional services, each as detailed in one or more written Work Orders, in substantially the form of the Work Order to which these T&C are attached. Each Work Order which is executed by the parties shall be incorporated into and made a part of the Agreement. Certain aspects of the Services may include provision of physical hardware by Fenworks. Unless expressly agreed otherwise in a Work Order or purchase document, any hardware provided by Fenworks will remain the property of Fenworks and School will be responsible for any loss of, damage to, or destruction of, such equipment (reasonable wear and tear excepted) while in the possession and control of School. The Services may include use by School's students and other expressly authorized users ("Users") of the Services.

(b) The School acknowledges and agrees that the provision of the Services may require Fenworks' access to certain data (including Personal Data, as that term is further defined in Section 6 below), log-in information or protocols, software, scripts, graphics, and other interactive features which are submitted, uploaded, distributed, posted, or otherwise made available to Fenworks by the School or its Users (collectively, the "School Content"). The School represents and warrants that it has all necessary rights, permissions, consents, and approvals to provide the School Content to Fenworks in connection with performance of this Agreement, and School hereby grants to Fenworks a worldwide, non-exclusive, royalty-free license to use, copy, modify, distribute, and transmit such School Content in connection with and as necessary to provide the Services.

(c) The School agrees not to make the Services available to any third party except as may be expressly allowed in this Agreement. The School is responsible for maintaining and keeping confidential its Fenworks account information, including passwords. The School is responsible for all uses of, and activities undertaken with the School account, and the School will immediately notify Fenworks of any unauthorized use of its account of which it becomes aware.

(d) Upon payment of the applicable fees, Fenworks hereby grants to the School a non-exclusive, non-transferable, non-assignable, non-sublicensable, time limited right to use the Services.

2. INTELLECTUAL PROPERTY RIGHTS.

(a) As between Fenworks and the School, Fenworks and its suppliers own all Intellectual Property Rights (as that term is defined below) associated with the Services, and any software attendant thereto, along with all documentation which may be provided as part of or in connection with the Services. The School will not assert any implied rights in or to any of Fenworks' or any third-party provider's Intellectual Property Rights. All Intellectual Property Rights to improvements and enhancements to the Services shall vest in Fenworks. If the School has been involved in the development process by contributing in any manner, including but not limited to, input, ideas or feedback on the improvement and enhancement thereof, any right (including, without limitation, all Intellectual Property Rights) the School may have due to such involvement is hereby irrevocably assigned to Fenworks immediately upon creation. For the avoidance of doubt, title to any physical hardware provided in connection with the Services shall remain with Fenworks at all times.

(b) Except as expressly authorized by Fenworks in writing, the School shall not: (i) copy, in whole or in part, any portion of the Services or related documentation (if any), (ii) modify, disassemble, reverse engineer, or translate any



portion of the Services, or (iii) rent, lease, lend, distribute, sell, assign, or otherwise transfer the Services or create derivative works of the Services.

(c) The School shall retain ownership of and all Intellectual Property Rights in and to all School Content. The School is and shall at all times be responsible to ensure that the School Content, including the provision of the same to Fenworks, remains in compliance with applicable law. School hereby grants to Fenworks a perpetual, non-exclusive, royalty-free, irrevocable and world-wide right, with rights to sublicense through multiple tiers of sublicensees, to distribute, reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import and offer for sale the School Content for Fenworks' business purposes.

(d) As used herein, "**Intellectual Property Rights**" means all inventions, patents, copyrights, trade secrets, trade names, know-how, software, licenses, developments, research data, designs, processes, formulas, and other intangible proprietary or property rights, whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, and extensions, divisions, and reissues of, any of the foregoing, and rights therein, and whether arising by statute or common law.

3. PRICES & PAYMENT TERMS.

(a) Prices are as agreed upon and set forth in the applicable Work Order, provided that Fenworks may reasonably adjust prices for the Services at the conclusion of the Initial Term or Renewal Term which is then in-effect; provided, further, that Fenworks provides at least thirty (30) days prior written notice (email sufficient) of such adjustment to the School.

(b) Unless otherwise expressly agreed in a Work Order, payment for "School-Year fee" shall be made within sixty (60) days of the Effective Date of the applicable Initial Term (as defined in the Work Order) or Renewal Term (as defined in the Work Order) for recurring Services. Payment of "Student/User fee" and any "Custom and Optional Services" shall be made within sixty (60) days of invoice. Any amounts not paid when due will accrue interest at the lesser of either 1.5% per month or the maximum rate permitted under applicable law from the due date until actually paid. All payments are non-refundable. All amounts paid by School are non-refundable.

(c) All fees are exclusive of any sales, revenue, withholding, value added, import duty or any similar taxes or levies applicable to the Services. Such taxes when applicable shall be paid by the School unless the School provides a proper tax exemption certificate.

4. TERM & TERMINATION.

(a) Either party may terminate this Agreement for cause if the other party materially violates any provision of this Agreement and fails to remedy such violation within thirty (30) days after being provided notice of such violation, except that in the event of unlawful conduct, fraud, or material misrepresentation by either party, the other party will be entitled to terminate this Agreement immediately. A party may also terminate this Agreement upon notice to the other party if such other party becomes bankrupt or insolvent. Neither School nor Fenworks may terminate or reduce the Services for convenience.

(b) Fenworks may also suspend School's access to and/or use of the Services if the School (i) fails to pay any applicable fees when due, or (ii) breaches or otherwise fails to comply with this Agreement and fails to remedy the same within fifteen (15) days of being notified by Fenworks of the same.

(c) Upon any termination or expiration of this Agreement, the School shall cease all use of the Services and shall return any and all equipment, if any, to Fenworks in the same condition it was received (ordinary wear and tear excepted). Should any part of the equipment not be returned within thirty (30) days of expiration or termination, the School agrees to pay, upon invoice, an unreturned product fee equal to the replacement cost for the same equipment.



5. **CONNECTION.** An appropriate Internet connection is required for proper connection to and functioning of the Services. The School is solely responsible for procuring and maintaining the network connections necessary to connect to the Services and necessary third-party providers. Fenworks is not responsible for notifying the School of any upgrades, fixes, or enhancements to any third-party software used in connection with the Services or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by Fenworks. Fenworks assumes no responsibility for the reliability or performance of any connections and third-party services as described hereunder or elsewhere in this Agreement (including, without limitation, any Work Order).

6. **CONFIDENTIALITY.**

(a) **"Confidential Information"** means any nonpublic information of either party that is designated as or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Notwithstanding, information shall not be deemed Confidential Information where the receiving party can document that the relevant information: (i) was known to the receiving party before the time of receipt without restriction on use or disclosure; or (ii) is or becomes generally known or generally available to the public other than by unauthorized disclosure by the receiving party; or (iii) is lawfully obtained without restriction by the receiving party from a third party under no obligation of confidentiality; or (iv) is independently developed by the receiving party without access or reference to or violation of the Confidential Information (or any part thereof) of the disclosing party.

(b) Each party will hold the other party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, but in no event less than reasonable care. Each party may use the Confidential Information solely for purposes of its performance under this Agreement and may only disclose such information to its employees and professional advisors on a need-to-know basis, provided that such employees and advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

(c) Either party may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the other party written notice in advance of such disclosure sufficient to permit the other party to seek a protective order and, if so ordered, discloses only the minimum Confidential Information necessary to comply with the order.

(d) To the extent the School discloses any information that relates to an identified or identifiable individual under any applicable law related to the protection thereof ("**Personal Data**"), the School shall be solely responsible for the compliance with any and all applicable privacy laws, shall identify all Personal Data disclosed to Fenworks as Personal Data at the time of disclosure and shall be responsible for obtaining and maintaining the appropriate consents (including, without limitation, express parental consent for each student's participation) and safeguards to: (i) permit Fenworks to use such Personal Data to perform the Services; and (ii) prevent unauthorized access to or disclosure of such Personal Data.

(e) Each party's obligations under this section will survive termination of this Agreement and will continue in full force and effect with respect to Confidential Information of the other party for three (3) years from the date of disclosure of the same.

7. **WARRANTIES & DISCLAIMERS.**

(a) Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and (ii) has all requisite power and authority to carry on its business and to own and operate its properties and assets, including but not limited to, as necessary for its performance under this Agreement.

(b) Fenworks warrants that: (i) the Services will be performed in a professional and workmanlike manner and in accordance with the professional standards currently applicable to the industry, and (ii) the Services will, and Fenworks will, at its own expense, comply with all laws, orders, and regulations applicable to Fenworks in connection with its performance of this Agreement.

(c) The School warrants that: (i) its receipt and use of the Services will be in compliance with all applicable laws, rules and regulations (including intellectual property and licensing, and privacy laws and regulations), (ii) it has all necessary right and authority in and to the School Content necessary to permit the access, use and distribution thereof as contemplated by this Agreement, and (iii) it will not knowingly, and will not allow any third party to take any action, whether by uploading, downloading, posting, submitting, distributing or otherwise using any content or data on or through the Services that infringes any Intellectual Property Right or other proprietary right of any other person or entity, or that violates any law or contract.

(d) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE FENWORKS SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, FENWORKS MAKES NO WARRANTIES OR REPRESENTATIONS TO SCHOOL WITH RESPECT TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY EXCLUDED AND DISCLAIMED. SCHOOL FURTHER ACKNOWLEDGES THAT FENWORKS WILL HAVE NO LIABILITY FOR ANY FAILURE, ACT OR OMISSION OF ANY THIRD PARTY (E.G., GAMING PLATFORM PROVIDERS, GAME DEVELOPERS, ADVERTISERS, INTERNET SERVICE PROVIDERS, ETC.). SCHOOL ACKNOWLEDGES THAT THE SERVICES MAY INCLUDE COMMERCIAL MATERIALS AND CONTENT SPONSORED BY THIRD PARTIES AND THAT FENWORKS IS NOT RESPONSIBLE FOR THIRD PARTY MATERIALS.**

8. INDEMNIFICATION. The School agrees to defend, indemnify and hold harmless Fenworks and its respective employees, officers, directors, managers, representatives, agents, successors and permitted assigns, from and against any and all claims, damages, obligations, losses, liabilities and costs (including but not limited to reasonable attorneys’ fees) arising out of or in connection with: (i) use of or access to the Services by the School or Users, (ii) Fenworks’ authorized use of any School Content, (iii) any dispute or other proceeding (including, without limitation, response to any third-party subpoena) in which Fenworks becomes involved (even if only as a non-party or third-party participant) as a result of the Services provided hereunder, including reimbursement of Fenworks’ time and expenses (including reasonable external and internal legal costs) incurred to respond to any request or participate in any proceedings, (iv) bodily injury, death of any person, or damage to real or tangible personal property resulting from the negligent or willful acts or omissions of the School, or (v) material breach of any representation, warranty, or obligation of the School hereunder.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL FENWORKS BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, FOR ANY (I) INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PUNITIVE LOSS), (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS OR (III) ANY AMOUNTS EXCEEDING THE FEES WHICH WERE PAID BY THE SCHOOL TO FENWORKS UNDER THE APPLICABLE WORK ORDER IN THE SIX (6) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE SCHOOL SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS.

(a) Governing Law and Jurisdiction. This Agreement will be governed in all respects by the laws of the State of North Dakota as they apply to agreements entered into and to be performed entirely within North Dakota between North Dakota residents, without regard to conflict of law provisions. Exclusive jurisdiction and venue for actions related to this Agreement will be in the state and federal courts located in Grand Forks County, North Dakota, and both parties consent to the jurisdiction of such courts with respect to such actions.

(b) No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.



(c) Relation of the Parties. The parties agree that each is acting as an independent contractor and under no circumstances will any of the employees of one party be deemed the employees of the other for any purpose. Except as otherwise expressly agreed by the parties, this Agreement will not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. Nothing in this Agreement will be deemed to constitute a joint venture or partnership between the parties.

(d) Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, platform outages, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. In the event any failure to perform because of a force majeure event remains uncured for a period of thirty (30) days, the other party may terminate this Agreement, without liability, by providing written notice to the other party.

(e) Assignment. This Agreement may not be assigned without the written consent of the non-assigning party, provided that Fenworks may assign this Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) without the requirement of the School's written consent.

(f) Publicity. Fenworks may display the School's name and logo(s) on the Fenworks website in connection with a list maintained by Fenworks designating the School as a user of and participant in the Services.

(g) No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other provision of this Agreement. All waivers must be in writing and signed by the party waiving its rights.

(h) Order of Precedence. If there is a conflict between any of the terms and conditions of this Agreement and any Work Order or other agreement between the parties, the terms of this Agreement will prevail.

(i) Severability. If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

(j) Entire Agreement. These T&C and each Work Order constitute the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of the parties.

[End of Terms & Conditions]

Fortnite (PC, Mac)

Recommended System Requirements

Video Card: Nvidia GTX 960, AMD R9 280, or equivalent DX11 GPU

Video Memory: 2 GB VRAM

Processor: Core i5-7300U 3.5 GHz, AMD Ryzen 3 3300U, or equivalent

Memory: 8 GB RAM or higher

OS: Windows 10 64-bit

Minimum System Requirements

Video Card: Intel HD 4000 on PC; Intel Iris Pro 5200

Processor: Core i3-3225 3.3 GHz

Memory: 4GB RAM

OS: Windows 7/8/10 64-bit or Mac OS Mojave 10.14.6

Rocket League (PC, Mac)

Recommended System Requirements

OS: Windows 7 (64 bit) or Newer (64 bit) Windows OS

Processor: 3.0+ GHz Quad core

Memory: 8GB

Storage: 20GB

Direct X: DirectX 11

Graphics: NVIDIA GeForce GTX 1060, AMD Radeon RX 470, or better

Minimum System Requirements

OS: Windows 7 (64 bit) or Newer (64 bit) Windows OS

Processor: 2.5 GHz Dual core

Memory: 4GB

Storage: 20GB

Direct X: DirectX 11

Graphics: NVIDIA GeForce 760, AMD Radeon R7 270X, or better

VALORANT (PC, Mac)

Recommended System Requirements

OS: Windows 7/8/10 64-bit

Memory: 4GB RAM

Video Memory: 1GB VRAM

CPU: Intel i3-4150 (Intel), Ryzen 3 1200 (AMD)

GPU: GeForce GT 730, Radeon R7 240

Minimum System Requirements

OS: Windows 7/8/10 64-bit

Memory: 4GB RAM

Video Memory: 1GB VRAM

CPU: Intel Core 2 Duo E8400 (Intel), Athlon 200GE (AMD)

GPU: Intel HD 4000, Radeon R5 200

"On Windows 11, we also require TPM 2.0 and UEFI Secure Boot."

Recommended System Requirements - PC

CPU: Core i5-3300 (Intel), Ryzen 3 1200 (AMD)

CPU Features: SSE4

GPU: GeForce 560 (Nvidia), Radeon HD 6950 (AMD), Intel UHD 630 Integrated Graphics (Intel)

GPU Features: DX11-Level Hardware

VRAM: 2GB

Free Storage Space: 16GB SSD

OS: Windows 10

OS Architecture: x64

RAM: 4GB

Recommended GFX Setting: High

Recommended Resolution: 1920x1080

Minimum System Requirements - PC

CPU: Core i3-530 (Intel), A6-3650 (AMD)

CPU Features: SSE2

GPU: GeForce 9600GT (Nvidia), HD 6570 (AMD), HD 4600 Integrated Graphics (Intel)

GPU Features: DX10-Level Hardware

VRAM: 1GB

Free Storage Space: 16GB HDD

OS: Windows 7/8/10

OS Architecture: X86 32-bit, x64

RAM: 2GB

Recommended GFX Setting: Low

Recommended Resolution: 1024x768

Recommended System Requirements - Mac

CPU: Core i5-3300

CPU Features: SSE3

GPU: Radeon HD 6950 (AMD), Intel UHD 630 Integrated Graphics (Intel)

VRAM: 2GB

Free Storage Space: 16GB SSD

OS: MacOS 10.16

OS Architecture: x64

RAM: 4GB

Recommended GFX Setting: High

Recommended Resolution: 1920x1080

Minimum System Requirements - Mac

CPU: Core i5-750 (Intel)

CPU Features: SSE2

GPU: HD 6570 (AMD), Intel HD 4600 Integrated Graphics (Intel)

VRAM: 1GB

Free Storage Space: 12GB HDD

OS: MacOS 10.12

OS Architecture: x64

RAM: 2GB

Recommended GFX Setting: Low

Recommended Resolution: 1024x768

Public Comment

(Non-Agenda Items)

The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. The Board also recognizes the statutory and constitutional rights of the public to participate in governmental operations. To allow fair and orderly expression of public comments, the Board will permit public participation through oral or written comments during this “public comment” section. Individuals wishing to be heard by the Board shall first be recognized by the Chairperson. Individuals, after identifying themselves, will proceed to make comments within a 3 minute time period. Citizens may comment on items within the jurisdiction of the school board that do not appear on this meeting’s agenda. Citizens may not comment on matters related to student or staff privacy or contested adjudicative matters. The Chairperson may control the comment period to ensure an orderly progression of the meeting and may redirect or terminate an individual’s statement when appropriate, including when statements are out of order, too lengthy, personally directed, abusive, obscene, or irrelevant.

Thank you.