

REGULAR BOARD MEETING

JUNE 29, 2020

THE REGULAR MEETING of the BOARD OF TRUSTEES of Bigfork Elementary School and Bigfork High School, District No 38, Flathead and Lake Counties, was called to order by Chairperson Sandry on June 29, 2020, at 5:00 pm in the high school library.

Trustees in attendance: Sandry, Anderson, Relyea, Martinz, Elwell & Kreiman

Trustees absent: Parish

Also in attendance were Superintendent Matt Jensen, Payroll Clerk Alison Wallen, Principals Mark Hansen and Brenda Clarke, staff members and community members.

Pledge of Allegiance

There were no comments on non-agenda items.

A motion to approve the agenda was made by Trustee Anderson, seconded by Trustee Relyea, and **approved** by unanimous vote of the elementary and high school trustees.

A motion to approve the consent agenda was made by Trustee Anderson, seconded by Trustee Elwell, and **approved** by unanimous vote of the elementary and high school trustees.

- Consideration of Regular Board Meeting Minutes for June 10, 2020
- Consideration of All Bill Approval Lists
- Consideration of Student Activity Report for May, 2020
- Consideration of Surplus Property Disposal – Auto Shop Equipment
- Consideration of Individual Transportation Contracts for School Year 2020-21
- Consideration of Transportation Interlocal Agreements for the Transportation of Students for School Year 2020-21
 1. Swan River School District
 2. Salmon Prairie School District
 3. Kalispell School District
 4. Creston School District
- Consideration of Personnel – *Any offer of employment is contingent upon receipt of satisfactory criminal history background check and for some positions receipt of satisfactory pre-employment screening.*
 1. Certified Personnel Recommended for Consideration
 - a. Bailey Vukonich, MS English & Electives Teacher
 2. Substitute Personnel Recommended for Consideration
 - a. Ron Gerding, Custodian/Maintenance Substitute
 3. Classified Resignation Recommended for Consideration
 - a. Sarah Beach, Paraprofessional

SUPERINTENDENT REPORT

Mr. Jensen told trustees he is working on the board evaluation tool. Trustees would like to use the WASDA tool and the state of Washington is working with the state of Montana so they can give the tool to Montana schools. He also updated trustees on the Bigfork School logo going on the water tower. Bigfork Water & Sewer is in the RFP process for a painter. They will be in contact with the district soon.

NEW BUSINESS

- A. Bigfork Covid-19 Reopening Plan – Mr. Jensen discussed the reopening plan. He asked for approval of the plan to move forward to the next step. Board discussion followed including the process if we have a confirmed case, contact tracing, PPE, a parent survey regarding the fall, and transportation to and from school.

A motion to approve the Bigfork Covid-19 Reopening Plan was made by Trustee Anderson, seconded by Trustee Martinz, and approved by unanimous vote of the elementary and high school trustees.

- B. Resolution to Move Funds from the Elementary Transportation Fund to the Interlocal Agreement Fund – Mr. Jensen asked the trustees to move funds to the Interlocal Agreement Fund.

A motion to move funds from the Elementary Transportation & General Funds was made by Trustee Anderson,

seconded by Trustee Kreiman, and approved by unanimous vote of the elementary trustees.

- C. Resolution to Move Funds from the High School Transportation & General Funds to the Interlocal Agreement Fund – Mr. Jensen asked trustees to approve moving high school funds to the Interlocal Agreement Fund.

A motion to move funds from the high school Transportation & General Funds was made by Trustee Martinz, seconded by Trustee Relyea, and approved by unanimous vote of the elementary and high school trustees.

- D. 2020-21 IT Support Services Contract – Mr. Jensen asked trustees to approve the 2020-21 IT Support Services Contract. The only change is an addition of 100 hours.

A motion to approve the 2020-21 IT Support Services Contract was made by Trustee Elwell, seconded by Trustee Martinz, and approved by unanimous vote of the elementary and high school trustees.

- E. Transportation Route 16 Contract – Rob Tracy explained the contract is for 5 years and has a 2% increase each year. Board discussion followed regarding bus route changes and additions due to Covid-19. Changes can be made to the contract if necessary.

A motion to approve Transportation Route 16 Contract was made by Trustee Anderson, seconded by Trustee Martinz, and approved by unanimous vote of the elementary and high school trustees.

- F. Transportation Route 17 Contract – Rob Tracy explained the contract is for 5 years at 2% increase each year. Changes can be made to the contract if necessary due to Covid-19.

A motion to approve Transportation Route 17 Contract was made by Trustee Anderson, seconded by Trustee Kreiman, and approved by unanimous vote of the elementary and high school trustees.

- G. 2020-21 School Year Transportation Routes – Rob Tracy asked trustees to approve the routes similar to last year's routes. He explained there could be additional routes added if needed and would affect the Transportation Fund budgets later this summer.

A motion to approve the 2020-21 School Year Transportation Routes as presented was made by Trustee Anderson, seconded by Trustee Martinz, and approved by unanimous vote of the elementary and high school trustees.

COMMITTEE REPORTS

Negotiations Committee will schedule a meeting.

PRINCIPAL REPORTS

Mrs. Clarke talked to the trustees about summer school.

Mr. Hansen also reported on summer school activities.

Mr. Jensen informed the board the elementary school was the only elementary school in Montana to bring kids back the last week of school for assessments. Third and fifth grade did not have any kids go backward academically during the closure.

FUTURE MEETING SCHEULE

All School Board meetings are held at 5 pm in the high school library, unless otherwise noted.

- o Wednesday, July 15, 2020
- o Wednesday, August 19, 2020
- o Wednesday, September 9, 2020
- o Wednesday, October 14, 2020
- o Wednesday, November 11, 2020
- o Wednesday, December 9, 2020
- o Wednesday, January 13, 2021
- o Wednesday, February 10, 2021
- o Wednesday, March 10, 2021

REGULAR BOARD MEETING

JUNE 29, 2020

- o Wednesday, April 14, 2021

A motion to adjourn was made by Trustee Anderson, seconded by Trustee Relyea, and **approved** by unanimous vote of the elementary and high school trustees.

Adjourned: 5:38 pm

District Clerk

Chairperson

FLATHEAD CROSSROADS INTERLOCAL AGREEMENT
2020-2021

#	Dist.	School	Authorized Representative	Phone	Email
1	38	Bigfork	Matt Porrovecchio	837-7400	mattp@bfsd38.org
2	10	Cayuse Prairie	Amy Piazzola	756-4560	apiazzola@cayuse.k12.mt.us
3	6	Columbia Falls	Michelle Swank	892-6562	m_swank@cfmthschools.net
4	9	Creston	Tami Ward	755-2859	crestonprincipal@gmail.com
5	2	Deer Park	Dan Block	892-5388	block@deerparkedu.org
6	50	Evergreen	Laurie Barron	751-1111	lbarron@evergreen.k12.mt.us
7	3	Fair-Mont-Egan	Drea Beale	755-7072	principal@fnemontana.net
8	15	Helena Flats	Andrew Maheras	257-2301	supt@helenaflds.org
9	5	Kalispell	Sara Cole	751-3421	coles@sd5.k12.mt.us
10	20	Kila	Liz English	257-2428	lenglish@kilaschool.com
11	54	Marion	Peter Loyda	854-2333	ployd@marionschoolmt.com
12	58/68	Olney/Bissell	Trevor Dahlman	862-2828	tdahlman@olneybissellschool.com
13	89	Smith Valley	Laili Komenda	756-4535	lkomenda@smithvalleyschool.org
14	29	Somers/Lakeside	Rose McIntyre	857-3661	rose.mcintyre@somersdist29.org
15	4	Swan River	Marc Bunker	837-4528	bunkermarc@gmail.com
16	8	West Glacier	Krista Booher	888-5312	kristab@westglacierelementary.org
17	1	West Valley	Cal Ketchum	755-7239	cketchum@westvalleyschool.com
18	44	Whitefish	Dave Means	862-8655	meansd@whitefishschools.org
		Director	Mary Meehan	751-1111	mmeehan@evergreensd50.com
		Principal	Melissa Hardman	751-1141	mhardman@evergreensd50.com
		County Superintendent	Jack Eggensperger	758-1852	Jack.eggensperger@flathead.mt.gov
		District 50 Clerk	Chris Campbell	751-1112	ccambell@evergreensd50.com
		Flathead Sp. Ed. Cooperative Director	Cheryl Russell	257-1852	crussell.fsecdirector@gmail.com

FLATHEAD CROSSROADS INTERLOCAL AGREEMENT

The Flathead Crossroads Program is an extension of special education services at Evergreen Schools.

I. PARTIES TO THIS AGREEMENT

THIS AGREEMENT is entered into on July 1, 2020 by and between the following listed school district (hereinafter referenced collectively as "Participating District"): _____ and any additional school districts incorporated into this agreement in the future.

II. PURPOSE AND PHILOSOPHY

The Participating Districts desire to provide a positive environment to meet the unique educational needs of students of the Participating Districts who have chronic emotional and behavioral needs (as described in the attached appendix), with the specific intent of building skills necessary to facilitate reentry into the regular public school setting.

The Participating Districts desire to provide educational services to students of the Participating Districts who have been identified with chronic emotional and behavioral needs under the Individuals with Disabilities Education Act (IDEA), as described in the attached appendix.

III. FISCAL RESPONSIBILITIES

A. Duration of Interlocal Agreement: The duration of the Interlocal Agreement shall be perpetual unless the Agreement is terminated as set forth herein.

B. Management of Interlocal Agreement: Policies and handbooks of Evergreen School District will be utilized in the operation of the Flathead Crossroads Program.

C. Personnel: Evergreen School District Board of Trustees shall be responsible for all personnel decisions for staff of the Crossroads Program. All program employees shall be employees of Evergreen School District.

D. Facilities: Evergreen School District agrees to provide appropriate facilities for the Crossroads Program.

IV. TUITION

A. Tuition: Participating Districts will be charged tuition for each student placed in the program based on the OPI Option C rate amount reflected on the FP14 Student Attendance Agreement and FP14A student rate for individual student attendance. Evergreen School District will be allowed to refer students to the Crossroads Program.

B. Method of Payment: Participating Districts may use any allowable fund, including the tuition fund, to pay the tuition charged relative to this agreement in accordance with ARM 10.16.3818, including the Host District.

C. Individual Costs: Specific costs incurred based upon individual student needs as set forth in the student's IEP shall be paid for by the resident district. Such costs may include, but are not limited to, speech/language therapy, physical therapy, occupational therapy, transportation (except for Evergreen School District students), and individual aide time.

V. ADVISORY BOARD

The Board of Trustees of each Participating District shall, through formal action, appoint an individual employed by their District to serve as that District's representative on the Advisory Board.

A. Meetings: The Advisory Board shall meet at a location within Flathead County to be determined by the Advisory Board.

B. Advisory Board Purposes:

(1) To provide advisory services regarding educational programs as are necessary to accomplish the purposes and responsibilities of the cooperative; and

(2) To do whatever is reasonably necessary to achieve the purposes of this agreement to the extent that such actions are within the intent and purpose of this agreement and consistent with state and federal laws, rules, and regulations, as they currently exist, or may hereafter be adopted or amended.

C. The Evergreen School District Superintendent will report recommendations from the Advisory Board to the Evergreen School Board of Trustees.

VI. SERVICES

The Program shall provide special education services to students referred to the Program by Participating Districts through the IEP process, with a focus upon building skills necessary to transition students back to a regular public school setting. Specific services provided to each individual student will be determined through the IEP process. The Program enrollment will not exceed 50 students.

A free and appropriate public education (FAPE) shall be provided as required by law. To comply with state and federal special education requirements regarding the provision of FAPE, the Participating Districts and the Advisory Board hereby agree to take immediate action to correct any FAPE deficiencies as directed by Evergreen School District.

Evergreen School District is responsible for achievement accountability as determined by Elementary and Secondary Education Act (ESEA) and the Montana Office of Public Instruction.

VII. PROGRAM ELIGIBILITY

A. Placement and Transportation: Any student enrolled in a Participating District is eligible for consideration for placement in the Program through the IEP process. Other than the Evergreen School District, the resident district is responsible for transportation to and from the Program, with the form of transportation being agreed upon at the initial IEP meeting following admission to the Program.

B. Age Restrictions: Students must be at least five (5) years old and no more than 14 years old on September 10 in order to be enrolled in the Program. Students turning 15 years old while enrolled in the Program may complete the school year but must obtain a different placement at the conclusion of the school year. Students completing the 8th grade must obtain a different placement for the following school year.

C. IDEA Status: To be referred to the Program, students must be identified under the Individuals with Disabilities Education Act and display chronic emotional and behavioral needs as described in the attached appendix. The process of establishing eligibility must include a complete special education file.

D. Least Restrictive Environment (LRE) Criteria: Placement of a student in the Program must meet the LRE criteria of the IDEA.

E. The Program Director may determine that a one month transition placement is appropriate before final placement is made.

F. Placement decisions are the basis of shared/joint IEP team meetings including the school district of residence and the Flathead Crossroads Program. Individual student needs, program capacity, and risk assessment will be considered when making individual placement decisions.

VIII. INSURANCE AND INDEMNIFICATION

The Evergreen School District shall indemnify, hold harmless, and defend all Participating Districts against any and all future liability arising from operations of the Flathead Crossroads Program, including, but not limited to, any and all claims, suits, actions at law, or administrative proceeding initiated by current Program employees arising from or related in any way to their employment with the Program, any claim, suit, action at law or administrative proceeding initiated by any person in relation to or arising from the services provided by the Program; and any claim suit, action at law or administrative proceeding initiated by any person in relation to actions or omissions of Program employees or agents. However, this indemnification shall not apply to damages caused by the negligent or willful act or omissions of any employee or agent of a Participating District.

The Evergreen School District shall purchase and maintain general liability and errors and omissions insurance policies to cover all potential claims, suits, actions, or proceedings referenced above.

IX. CONTRACT TERMS

A. Term of Agreement: The term of this agreement shall continue through June 30, 2019 and shall be renewed automatically year-to-year. Participating Districts must participate for a minimum term of one school fiscal year.

B. Termination of Membership: Any Participating District may terminate participation at the end of a fiscal year by providing written notification to the Evergreen School District Superintendent no later than April 1 of that year. Participating Districts who fail to give the requisite notice prior to withdrawal will be held accountable for their financial obligations arising under the terms of this agreement.

C. Addition of a District to Agreement: Any elementary school district located within the geographic boundaries of Flathead County may elect to participate in the Interlocal Agreement for the purposes set forth in this agreement. Any such district must agree to the terms and conditions of this agreement and participate in the Interlocal Agreement for a period of at least one school fiscal year. Application to join the Interlocal Agreement must be made in writing to the Evergreen School District Superintendent and must be submitted prior to April 1 for participation in the Program the following fiscal year.

D. Modification of Agreement: This Agreement may be modified if so approved by the Evergreen School Board and a majority of the Participating Districts.

E. Termination of Agreement: In the event Evergreen School District cannot continue to provide the Crossroads Program, the Advisory Board will be notified. Termination will be effective at the end of the fiscal year. All property in the possession of the Program and owned by any Participating District shall be returned to the District. Any property owned by the Flathead Crossroads Program shall be liquidated. All monies in the possession of the Evergreen School due to the Interlocal Agreement, including monies

generated by liquidation of Flathead Crossroads property, shall be distributed to member districts on a prorated basis based on the most current October 1 OPI enrollment report.

FILING OF THE AGREEMENT

This agreement shall be filed with the Flathead County Clerk and Recorder and the Secretary of State in accordance with §7-11-107, MCA.

IN WITNESS WHEREOF:

Name of Participating District: _____

Name of Authorized Representative: _____

Board Chairperson, Participating District

Date

Revised 4/1/2020

APPENDIX TO FLATHEAD CROSSROADS INTERLOCAL AGREEMENT

Crossroads Placement Criteria

The Flathead Crossroads Program is an educational setting that is designed to provide structure and support to students with IDEA eligibility displaying chronic emotional and behavioral needs that significantly interfere with the student's and/or other students' abilities to access and benefit from educational opportunities. Typical student's emotions and behavior negatively impact the student's academic and social performance in lesser restrictive settings. Staffing density, configuration, and training result in Crossroads functioning as a highly structured setting, where increased supervision and behavior accountability occurs. Also, specific reinforcement for appropriate behavior can be administered with more frequency, more intensity, and more consistency than in a typical school setting.

Students who are referred to Crossroads and respond positively to the Crossroad program setting, instructional, and behavioral components are students with typical cognitive skills who demonstrate the ability to learn that there is a connection between behavior and consequences and have parents who will work with the staff as a team in establishing student accountability for behavior.

*It is important to note that students with significant cognitive, communication, and sensory deficits generally do not benefit from the structural design of the Crossroads program. Students with deficits in these areas will likely not be admitted to the program. The Crossroads Program is designed specifically for students with emotional and behavioral needs.

Referring District

In order for a student to receive services through Flathead Crossroads Program:

- The student must be enrolled in a district within the boundaries of Flathead County.
- The district must have elected to participate in Crossroads and signed the Interlocal Agreement.

Procedural/Required Information

Placement/Referral Request Form must be submitted by the Special Education Director prior to placement or the initial intake meeting (see procedural steps).

Referral information will include the following:

1. Student age documentation. Per the Interlocal Agreement, the student must be at least 5 years old and no older than 14 on September 10th, of the coming school year(s). Students who turn 15 years of age while enrolled in Crossroads may complete the school year.
2. IDEA Evaluation Report (ER)/IEP documentation. The student must be receiving Special Education services PRIOR to referral to Crossroads. Documentation must include:
 - a. A Functional Behavior Assessment (FBA) that defines student behavior concerns, explores the nature of the problematic behavior, antecedents, and suspected consequences, maintaining behaviors that interfere with learning is necessary.
 - b. Summary data results documenting two less restrictive, positive behavior interventions, per the application process, PRIOR to student referral to Crossroads.
 - c. An educational impact statement indicating that the student, although disabled, demonstrates the capacity to understand both the individual and group therapeutic interventions utilized at Crossroads and apply learned skills to their treatment plan at Crossroads.
 - d. Additional specific assessment information:

- 1) The student must demonstrate adaptive behavior/life skills measured to fall in the low to above average range. Students must possess the ability to care for their personal hygiene and care needs (independent toilet use).
- 2) Demonstration of measured cognitive ability to understand and adapt to the Crossroad's Behavioral Management Program. In general, a full-scale IQ score of 79 or more on an accepted measure of cognitive ability (such as the WISC IV, SB:5 or other norm-referenced intellectual assessment including verbal processing information) is an indication that the student is likely to benefit from cognitive/behavioral interventions consistent with a cognitive behavioral model and Crossroads programming.
- 3) Normative behavior ratings (such as the Conner's, Achenbach Behavior Checklist, or Behavior Assessment System for Children Second Edition) are to be included in the documentation.
- 4) Other assessment information that may assist the team in determining appropriate placement should be submitted for consideration. Information should include academic skill levels, medical or mental health diagnosis, and descriptions of behavior. Continuous progress monitoring data could be included along with the application. This information will contribute to determining the least restrictive placement and may assist in coordinating or establishing Interlocal work to address the presenting needs of the student.

Consultation/Placement Procedure

- Consultation will occur between the referring district and Crossroads. Notice will be provided to the parents or guardian regarding the need for consultation due to a student's behavioral concerns.
- Observation, record review, and analysis of data may result in further attempted interventions.
- The resident district director along with their district's IEP team will collect data to determine if a more restrictive placement is needed. If the resident district director determines to pursue Crossroads, then a placement/referral form will be completed and he/she will meet with the Crossroads director and review the Crossroads checklist to determine if all information has been provided.
- The Crossroads director will meet with Crossroads staff to review placement request documents.
- An IEP team meeting will be convened by the resident district with a minimum of a Crossroads administrative representative present and a collaborative IEP or IEP amendment written. The IEP team must determine that Flathead Crossroads is the least restrictive setting in which the student's needs can be met.
- Before placement can begin at Crossroads, a Guided Record Review (GRR) of the student must be completed by the home school district. The GRR must accompany the file. All non-essential material must be removed and placed in their cumulative folder or proper file.
- If there are concerns after initial placement at Crossroads, the IEP team, including both the resident district representatives and Crossroads staff, will convene as soon as needed to discuss whether the placement in Crossroads is appropriate and the least restrictive environment in which FAPE can be addressed.

- Crossroads quantitative and qualitative data will be used for final placement determination in collaboration with the IEP team, i.e. behavioral point sheets (ARs, PRs), classroom observations, behavioral specialist observations, interventions, etc.
- The Interlocal Agreement defines the enrollment, FAPE, and assessment requirements. Also, the agreement specifies that it is the responsibility of the resident district to ensure that students are transported to Crossroads if necessary.
- In the event that multiple students are seeking Crossroads placement and are identified on a wait list, the following factors will be considered in order to establish priority for placement.
 1. Release from an institutional or residential setting with the last placement in the Crossroads setting.
 2. Release from an institutional or residential setting.
 3. Duration of time while waiting for pending placement at Crossroads.
 4. Grade and age range classroom placement openings.

Fw: Recommendation for Jessica Fox

Matt Jensen <mattj@bigfork.k12.mt.us>

Wed 7/8/2020 11:34 AM

To: Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>

Please add this to the July agenda.

Thanks

Matt J

From: Charlie Appleby <charliea@bigfork.k12.mt.us>**Sent:** Monday, July 6, 2020 8:42 AM**To:** Matt Jensen <mattj@bigfork.k12.mt.us>**Subject:** Recommendation for Jessica Fox

Board of trustees,

Thank you for taking the time to read this recommendation for Jessica Fox as a summer school teacher for Bigfork Middle School. Ms. Fox has 8 years of classroom experience in both elementary and middle schools in Las Vegas, Nevada and Billings/Harding, Montana. She is eager to move to the valley and "showcase her expertise in education and demonstrate [her] commitment to helping *all* children learn and succeed." Ms Fox has a Masters in Curriculum and Instruction from Lesley College in Cambridge Massachusetts and her BS in Elementary Education from MSU Billings. I think this would be a great opportunity to bring in an energetic and motivated educator to help our kids and allow us to get to know her as a potential employee some time down the line.

Thank you for your consideration,

Charlie Appleby

Matt, should I cut the last part about it being an audition for us to know her better in case we have an opening for Fall 2021? I don't know if it should be relevant to the board's hiring her, but it is a nice perk.

Charles Appleby | Middle School Principal

600 Commerce St. | P.O. Box 188 | Bigfork, MT 59911

phone: (406) 837-7412 | fax: (406)-837-7407

www.bigforkschools.org/our-schools/middle-school/***Bigfork Middle School: Be Kind, Be Cool, and Be Compassionate***

Dear Mr. Jensen,

Please consider my recommendation for Josh Feller for Student Council Advisor for the 2020/21 school year. Mr. Feller has over 5 years of experience in this position and is well qualified to lead our students.

Thank you for considering this recommendation,

Mark Hansen

Principal

Bigfork High School

Dear Mr. Jensen,

I am delighted to recommend John Hollow as Yearbook Advisor for the 2020/2021 school year.

Mr. Hollow has worked hard to continue the tradition of producing high quality yearbooks for Bigfork High School, with the support of our students.

Thank you for considering this recommendation,

Mark Hansen

Principal

Bigfork High School

Fall Assistant Coach Recommendations

Matt Porrovecchio <mattp@bigfork.k12.mt.us>

Thu 7/9/2020 10:40 AM

To: Matt Jensen <mattj@bigfork.k12.mt.us>

Cc: Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>; Alison Wallen <awallen@bigfork.k12.mt.us>

Dear Mr. Jensen,

I would like to recommend the following assistant coaches for the 2020/21 Fall sports season:

Cross Country

- Holly Wielkoszewski (Assistant Coach (split stipend) - returning)
- Samantha Modermann (Assistant Coach (split stipend) - returning)

Volleyball

- Josh Feller (Junior Varsity - returning)

Football

- Tristen Clark (Assistant Coach - returning)
- Connor Coleman (Assistant Coach - returning)
- Ed Buttrey (Assistant Coach - returning)
- Jim Benn (Assistant Coach)
Coach Benn is a new hire in our middle school and an experienced football coach. He has been a head coach at Ronan, Malta, and most recently Loyola. Coach Benn's background, experience, and skills will make him a great addition to the coaching staff.
- Eric Thorness (Volunteer Assistant Coach - returning)
- Jim Epperly (Volunteer Assistant Coach - returning)
- Todd Emslie (Volunteer Assistant Coach - returning)

Girls Soccer

- Maddy Jones (Assistant Coach - returning)
- Brian Tanko (Volunteer Assistant Coach - returning)

Boys Soccer

- Matt Killian (Assistant Coach - returning)

Middle School Football

- Ryan Nollan (Head Coach - returning)
- Cole Jones (Assistant Coach - returning)
- Dan Elwell (Volunteer Assistant - returning)

Middle School Volleyball

- Rick Baird (8th Grade Coach - returning)

Thank you for your consideration.

Matt Porrovecchio

**BIGFORK PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 38
FLATHEAD AND LAKE COUNTIES, BIGFORK, MONTANA**

THIS AGREEMENT, made and entered into on July 15, 2020 between the SCHOOL DISTRICT NO. 38 of Flathead and Lake Counties, Bigfork, Montana, hereinafter referred to as the SCHOOL DISTRICT, and **Ryan Nollan**, thereafter referred to as the SCHOOL PSYCHOLOGIST.

WITNESSETH:

1. That the SCHOOL DISTRICT hereby agrees to employ the SCHOOL PSYCHOLOGIST to provide school psychologist services to the school district for the school year **2020-21** for a period not to exceed 75 days service. Additional days may be needed and will require Superintendent approval. Services to be provided will include, but not be limited to:
 - a. Participation upon request in the pre-referral process using the procedures established by the SCHOOL DISTRICT.
 - b. In compliance with the rules governing IDEA, evaluate children to determine if the child is eligible under the criteria set forth in IDEA and all applicable state laws.
 - c. Upon request attend CST and IEP meetings for students eligible or being determined eligible for services under IDEA.
 - d. Provide a written report of the evaluation results with recommendations for school interventions the student needs in order to benefit from his/her educational program. This report is the property of the school district and applicable to all laws pertaining to student records, including laws and policies governing release and transfer of student records.
 - e. In consultation with the school district IEP team, develop an intervention plan in the area of behavioral and social/emotional skills.
 - f. Provide counseling as required on IEP.
 - g. Provide training of assigned individuals and other teaching staff in incorporating the behavior plan into the child's school routine. These activities will be monitored, reviewed, and re-evaluated on a regular basis and changed as appropriate based on the needs of the child.
 - h. Provide all reports and documents to the school district Special Education Director in a timely manner as required by IDEA and the district's Special Education Procedures.
 - i. Participate in a mentor program meeting a minimum of 5 days with the mentor to review procedures, assessments and discuss specific student cases.
 - j. Comply with all DISTRICT School Board policies and procedures, Montana statutes, and Montana administrative regulations.
 - k. Days will be scheduled at the discretion of the Special Education Director.
2. That the SCHOOL DISTRICT shall pay the SCHOOL PSYCHOLOGIST the sum of **\$425 per day up to \$31,875**. The installments to be paid to the SCHOOL PSYCHOLOGIST each calendar month.
3. It is agreed that Mr. Nollan will be responsible for maintaining his own malpractice liability insurance, worker's compensation insurance, all other similar employee insurance coverage, tax deductions, and benefits. Both parties recognize Mr. Nollan as an independent contractor providing these services. **Appropriate documentation of coverage and current licensure will be on file at Bigfork School District no later than 8/15/20.**
4. SCHOOL PSYCHOLOGIST is considered exempt from the certified staff BAEA Collective Bargaining Agreement under Article II , Sections 1 and 2, and not bound by or eligible for the terms of that agreement.
5. In the event this contract is terminated by mutual agreement or in accordance with state law, the SCHOOL DISTRICT shall be obligated to pay that portion of the contracted salary that has been earned, up to and including the last day of service.

6. It is understood that the SCHOOL PSYCHOLOGIST holds a state of Montana valid Class 6 certificate with SCHOOL PSYCHOLOGIST endorsement or is accepted into an OPI approved program by the first employment day of the school year.

7. The SCHOOL PSYCHOLOGIST shall be reimbursed for out of district expenses and mileage per district policy.

8. The SCHOOL PSYCHOLOGIST shall accept, sign, and return this contract to the office of the Clerk of the District within twenty (20) calendar days from the date of receipt or this contract shall be without legal effect.

IN WITNESS WHEREOF, the parties hereto cause this contract to be duly signed in triplicate originals, each of which shall be entitled to full faith and credit.

SCHOOL DISTRICT NO. 38 OF
FLATHEAD AND LAKE COUNTIES



Paul Sandry, Board Chairman

_____/_____/_____
School Psychologist Date



Lacey Porrovecchio, District Clerk

Folio # Class: Level: Endorsements: Expiration Date:
Out of District Credit: 0 In District Credit: 0

Fw: Physical Therapist Recommendation - Moderman

Matt Jensen <mattj@bigfork.k12.mt.us>

Tue 6/30/2020 11:39 AM

To: Lacey Porrovecchio <lporrovecchio@bigfork.k12.mt.us>

Please add this to the July Agenda.

Thanks

Matt J

From: Matt Porrovecchio <mattp@bigfork.k12.mt.us>

Sent: Tuesday, June 30, 2020 10:10 AM

To: Matt Jensen <mattj@bigfork.k12.mt.us>

Subject: Physical Therapist Recommendation - Moderman

Dear Mr. Jensen,

I would like to recommend Mrs. Samantha Moderman as our school physical therapist for the 2020 - 2021 school year. Mrs. Moderman earned her Doctorate of Physical Therapy from Eastern Washington Univeristy in 2011 and is licensed to practice in the State of Montana. She is also a 12 time NAIA All-American and All American Scholar Athlete in . Since completing her degree, Mrs. Moderman has worked in physical therapy outpatient private practice in various capacities as a clinician and administrator. While her work with children has been limited she did complete a 10-week outpatient pediatric internship. She supported our cross country program as a volunteer assistant for the 2019 - 2020 season. Mrs. Moderman comes highly recommended. Her varied background and experiences will make her a great addition to our team.

Thank you for your consideration.

Matt Porrovecchio