

MISSOULA COUNTY PUBLIC SCHOOLS

BOARD OF TRUSTEES

Tuesday, July 10, 2018 – 6:00 p.m.

Business Building Boardroom

Note: If you have questions regarding the agenda, please contact the Superintendent's Office (728-2400, ext. 1023, prior to the meeting).

Board of Trustees: Board Chair Marcia Holland, Michael Beers, Grace M. Decker, Elliott Dugger, Heidi Kendall, Vice Chair Diane Lorenzen, Vicki McDonald, Jennifer Newbold, Mike Smith, Sharon Sterbis, Vice Chair Ann Wake

AGENDA

1. CALL TO ORDER, WELCOME AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. REVIEW, REVISE, AND APPROVE AGENDA – Action
4. APPROVE MINUTES – Action
 - A. **Board of Trustees Special Meeting - June 26, 2018** **page 4**
 - B. **Board of Trustees Regular Meeting – June 26, 2018** **page 6**
5. PUBLIC COMMENT/CORRESPONDENCE
 - A. **Public Comment** Regarding Non-Agenda Items (3 Minutes each speaker) - Items from Audience
 - B. **Correspondence** – There was no written correspondence.
6. REPORTS/ANNOUNCEMENTS – Information
 - A. **High School Activities Reports, Spring and Year-End 2017-18** – The high school activities report for 2017-2018 is included in the packet. There will be no oral report. **page 11**
 - B. **Announcements from Superintendent** – Mark Thane, Superintendent. At this time on the agenda, it is appropriate for the Superintendent to announce items of interest. A list of upcoming important events for the District and Trustees is included in the packet. **page 14**
 - C. **Announcements from Trustees** – At this time on the agenda, it is appropriate for the Trustees to announce items of interest to them.
7. NEW BUSINESS – Information or Action
 - A. **FINANCE, OPERATIONS and MAINTENANCE**
 - i. **Topic: Homevale Property Sale Discussion (Sec)(Information)** – Mark Thane, Superintendent and Pat McHugh, Executive Director of Business Services **page 16**
Background: During the June 26, 2018 board meeting, trustees discussed the sale of the Homevale property pursuant to MCA §20-6-604. The Homevale property, located across South Avenue from the business building, is more particularly described as follows:
SW Tract Partial Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, in Block Thirty Two (32) of Homevale Addition and subject to all easements, dedications shown, existing and or of record, together with the vacated alley contiguous to these tracts.
NE Tract All of Lots 1, 2, 3, 4, & 5 and Partial Lots 6, 7, 8, 9, 20, 21, 22, 23 & 24, together with the vacated alley contiguous to these tracts.

Secondary Resolution 2019-XX(S), attached hereto in draft format, authorizes the sale of the Homevale property under the authority of MCA §20-6-604. Administration will suggest that the Trustees discuss the draft Resolution 2019-XX(S) and consider adoption of said Resolution at a future board meeting.

- ii. **Topic: Approve NorthWestern Energy Ground Lease for Solar Panels (Sec)(Action)** – Mark Thane, Superintendent and Pat McHugh, Executive Director of Business Services **page 17**

Background: NorthWestern Energy (NWE) would like to install solar panels at Big Sky, Hellgate, Sentinel and Willard as part of NWE's Missoula Demonstration Solar Project. NWE initiated solar demonstration projects in other communities. The Missoula Solar Project is intended to maximize educational benefits to the district's high school students, while gathering and sharing data, knowledge, and experience related to solar installations. The solar project will provide a five (5) year outdoor learning environment that can be used to educate the next generation on how to be efficient users and producers of energy through active research. NWE would lease space at each high school campus and would support, via a Memorandum of Understanding (MOU), educational opportunities associated with the solar installation in the schools.

Recommendation: Administration recommends that Trustees approve the execution of the lease and MOU in the form attached hereto.

- iii. **Topic: Approve Property and Liability Insurance 3 Year Commitment (Elem/Sec)(Action)** – Pat McHugh, Executive Director of Business and Operations **page 35**

Background: The District is a member of the Montana Schools Property and Liability Insurance Plan (MSPLIP). The MSPLIP will commit to a renewal rate equal to the annual rate increase for the program - not to exceed 6% in any year - in exchange for the district's commitment to the program for 3 years. See the Three-Year Rate Commitment Acknowledgement attached hereto.

Recommendation: Administration recommends that Trustees approve the three-year commitment.

- iv. **Authorize Engagement of C.S. Porter Middle School GC/CM Selection (Elem)(Action)** – Burley McWilliams, Operations and Maintenance Supervisor

Background: The District issued a Request for Qualifications for General Contractor/Construction Manager (GC/CM) services associated with the construction and renovation of C.S. Porter Middle School. The District received six submittals in response to the RFQ. A district committee reviewed the submittals. Five firms were invited to submit a response to a Request for Proposal, and four firms were invited to interview with the C.S. Porter selection committee. Based upon the scoring by the committee, administration recommends the selection of Jackson Contractor Group, Inc. as the GC/CM for C.S. Porter Middle School. Funding for the GC/CM will be paid with the 2016 bond issue.

Recommendation: Administration recommends that Trustees authorize the engagement Jackson Contractor Group Inc. to act as General Contractor/Construction Manager for the C.S. Porter Middle School construction and renovation project.

B. PERSONNEL, NEGOTIATIONS & POLICY

- i. **Topic: Approve Personnel Report (Elem/Sec)(Action)** - Dave Rott, Executive Director of Human Resources **page 36**

Background: The routine Personnel Report reflects the current requests for personnel to be hired, leaves to be granted, retirements and resignations to be accepted, and terminations to be approved. Included in the packet is the Personnel Report upon which the Board must take action.

Recommendation: Administration recommends that Trustees approve the items on the provided Personnel Report.

8. PUBLIC COMMENT – Regarding Non-Agenda Items (3 minutes each speaker)
9. ADJOURN

MISSOULA COUNTY PUBLIC SCHOOLS
BOARD OF TRUSTEES
SPECIAL MEETING MINUTES
Tuesday, June 26, 2018
5:30 p.m. - Business Building Boardroom

1. **Call to Order** - Vice-Chair Diane Lorenzen called the special meeting to order at 5:30 p.m.
Trustees Present: Trustees Beers, Smith, McDonald, Lorenzen, Decker, Kendall, Newbold and Wake
Others Present: Mark Thane, Pat McHugh, Hatton Littman and Dave Rott
2. **Introduction** – Superintendent Mark Thane welcomed all. The school trustee election was held on May 8, 2018 and there were no candidates for the HS Trustee District “B” seat. Trustees declared the seat for HS District “B” vacant on May 17, 2018. The position was advertised and posted on the district website. Mr. Thane introduced Sharon Sterbis as the only applicant for the position, and invited her to the table for the interview.
3. **Interview Applicant for Board of Trustees Vacancy** – Vice-Chair Diane Lorenzen welcomed Sharon Sterbis and invited her to provide a background history of herself for the trustees. Sharon Sterbis addressed the board reporting that she moved to Missoula in 1998 from the East coast, the mother of three children and currently is a stay at home Mom. She has volunteered at Target Range School in the classrooms and the library. She has been involved in the Target Range School Board for many years.
Board Discussion/Direction: Trustee Lorenzen opened the interview and asked trustees to present the questions provided in the agenda packet to Ms. Sterbis.
Trustee Ann Wake asked Question #1 – Ms. Sterbis responded that she feels that education is important. Personally, she likes to stay busy and challenged. She likes to have an impact on education. Her experience has been service on the Target Range Board of Trustees. Ms. Sterbis noted that her traits are that she is open minded, very detailed oriented and a good listener. She noted that she has never volunteered at the high school. Trustee Newbold asked Question #2 - Ms. Sterbis reported that she does not have the most up to date information on high school curricular programs as her youngest daughter graduated in 2015, so she is not familiar with the International Baccalaureate nor Health Sciences Academy programs. She has concern about equity in the high schools’ curriculum, and noted there are more advanced placement (AP) classes at Sentinel. Ms. Sterbis is interested to know what changes have been made since her daughter graduated in 2015. She has seen both the motivated and unmotivated students at Big Sky HS. Trustee Kendall asked Question #3 - Ms. Sterbis noted that she is representing a feeder school to see that their efforts are recognized, and see that students receive a good education. She would like to reach out to the Superintendent Bonner School so that their interest is also represented. Trustee Decker asked Question #4 - Ms. Sterbis felt she did not have a lot of experience with MCPS to be familiar with strengths, weaknesses, nor areas requiring review. She noted that as a new trustee she would like to be informed prior to voting on issues. Trustee McDonald asked Question #5 - Ms. Sterbis felt her role over the next year would be to learn as much as possible to be able to evaluate action items presented to the board to make an informed vote. Vice Chair Lorenzen noted this concluded the prepared questions, and entertained board discussion. Trustee Kendall noted that Ms. Sterbis also serves on the Target Range board, will this present a conflict of interest. Mr. Thane noted

that technically that is not an issue as several of our own trustees represent two different districts. He did background research on this question and found there is no conflict as long as the Target Range board is not making decisions that would effect MCPS. Mr. Thane also noted that the Target Range holds their board meetings on Monday night so that does not present a conflict. Vice Chair Lorenzen asked for a motion. Trustee Decker made a motion to accept Sharon Sterbis' application and appoint her to the MCPS Board of Trustees High School District "B" seat. Trustee Wake seconded the motion. There was no public comment. Trustee Decker noted that it is great that Ms. Sterbis has valuable experience as a school trustee, but disappointed that more people did not run for the position lending to the question of whether the seat was not advertised enough. Vice Chair Lorenzen noted that Ms. Sterbis plans to run for the trustee seat in the May 2019 school election. The vote was unanimous by all trustees present.

4. **Issue Certificate of Appointment and Administer Oath of Office** - Pat McHugh, District Clerk issued a Certificate of Appointment and administered the Oath of Office to Sharon Sterbis for the MCPS High School Trustee – District B seat.
5. **Conflict of Interest and Code of Ethics** – Pat McHugh, District Clerk, summarized the Code of Ethics, and had newly appointed Trustee Sterbis signed the Code of Ethics.
6. **Public Comment** – There was no public comment.
7. **Adjourn:** Vice Chair Lorenzen adjourned the special board meeting at 5:52 p.m.

As recording secretary for this Board meeting, I certify these minutes to be a true and correct copy of what was taken at the meeting.

Lenora Jacobs, Minutes Recorder

Diane Lorenzen, Board Vice Chair

Pat McHugh, District Clerk

MISSOULA COUNTY PUBLIC SCHOOLS **BOARD OF TRUSTEES**

Tuesday, June 26, 2018 – 6:00 p.m.
Business Building Boardroom

Board of Trustees Present: Michael Beers, Grace M. Decker, Heidi Kendall, Vice Chair Diane Lorenzen, Vicki McDonald, Jennifer Newbold, Mike Smith, Vice Chair Ann Wake
Board of Trustees Absent: Elliott Dugger and Marcia Holland
Others Present: Mark Thane, Pat McHugh, Dave Rott, Burley McWilliams and Hatton Littman

MINUTES

1. **CALL TO ORDER, WELCOME AND ROLL CALL** at 6:01 p.m. Vice Chair Diane Lorenzen called the meeting to order. Roll call: Trustees Beers, Smith, Bragstad, Decker, Kendall, Newbold, Lorenzen, McDonald and Wake
2. **PLEDGE OF ALLEGIANCE** was said by all.
3. **REVIEW, REVISE, AND APPROVE AGENDA** - Trustees approved as agenda as presented.
4. **APPROVE MINUTES**
 - A. **Board of Trustees Regular Meeting June 12, 2018** – Trustee Wake made a motion to approve the minutes of the June 12, 2018 regular Board meeting, and Trustee Kendall seconded the motion. The motion passed unanimously by all trustees present.
5. **PUBLIC COMMENT/CORRESPONDENCE**
 - A. **Public Comment** - Melanie Charlson, President MEA and Vice President of the MFT noted that the Six Mill levy that was initiated in 1914 is up for renewal and will be on the November ballot. This levy provides approximately \$20M to the University, and it is not an increase, but simply reaffirm of those six same mills. She will be travelling with union work this summer and will provide updates to the board on these meetings.
There was no further public comment.
 - B. **Correspondence** – Written correspondence is included in the packet.
6. **COMMUNITY CONNECTION**
 - A. **Zero Waste Committee** – Katie Anderson, Energy Corps Services and Jeremy Drake from Home Resources provided an update on the Zero Waste Committee's work and future endeavors. Mr. Thane noted that S.A.V.E. asked that MCPS embark on a zero waste initiative. Other committee members here tonight are Kim Johnson, Hatton Littman, Trustee Mike Smith and himself.
Katie Anderson, Energy Corp Services, talked about how the committee plans to integrate the zero waste committee ideas into the school district. Jeremy Drake reported that the goal was to reduce solid waste by 50% by 2050. The committee worked with members of the community and developed a partnership. They drafted a plan with the City and modeled the MCPS zero waste plan after the City plan using the same framework. They held student listening session at the MCPS high schools and received their feedback. They came up with a MCPS ZERO by FIFTY Zero Waste Plan.

Public Comment: Kim Johnson, Franklin 5th grade teacher. When the kids saw “plastic island” the students and staff worked on what things they had control over. Between composting and recycling plastic to the University, the only garbage by the end of the day was milk cartons. The kids made a big difference and will continue the program.

Kim Carlson, Hellgate HS kitchen worker, noted she is inspired and anxious to move forward with the plan quickly, and offered to provide a list of products to change.

Mr. Drake commented that in follow up to Kim Johnson, this coming year is the first year that students that have come through the WRAP program. MS might be a good place to begin programs so that the idea continues.

7. REPORTS/ANNOUNCEMENTS

- A. **Health Insurance Trust Fund Report** – Vice Chair Lorenzen noted the May 2018 health insurance trust fund report in the agenda packet.
- B. **Student Trustee Report** – Sentinel HS Student Trustee end of year report is included in the packet.
- C. **Announcements from Superintendent** – Superintendent Mark Thane reviewed a few calendar items listed in the agenda packet. He noted that the second Board meeting scheduled on July 24 would be cancelled. Board meetings will resume on August 14 and fully immersed with budget adoption. Mr. Thane extended a welcome to new Trustee Sharon Sterbis who will be filling the high school trustee position for the remainder of the year and running for election in May 2019. He announced that the district made an offer to Barbara Frank for the Lowell Principal position. She has served as Principal at the Elysian School District in Billings and the Belgrade School District. Trustee Decker was a presenter at MBI
- D. **Announcements from Trustees** – Trustee Decker announced that recently there has been a few incidents at schools that administration has made statements releasing student citizenship information. It is both a Supreme Court decision, and MCPS policy to not collect or release ethnic information.
Trustee Lorenzen noted MCEL registration is open.

8. CONSENT AGENDA

- A. **FINANCE, OPERATIONS and MAINTENANCE**
 - i. **Topic: Approve MCPS Student Attendance Agreements** – There were two agreements.
 - ii. **Topic: Approve the May 2018 Revenue and Expenditure Reports** – Vice Chair Lorenzen asked that trustees receive the expenditure reports via email. Trustee Kendall made a motion to approve the consent agenda, and Trustee McDonald seconded the motion. The motion passed unanimously by all trustees present.

9. NEW BUSINESS – Information or Action

- A. **TEACHING and LEARNING**
 - i. **Topic: Approve Grant Application Summary** – Superintendent Mark Thane noted that in alignment with trustee conversations regarding an early kindergarten program, he submitted a grant request to the Heman Foundation, and they sent a check for \$60,000 last week. Mr. Thane is hopeful that the district will initiate an early kindergarten program this fall. Administration will provide more details to the board. There were no board questions. Trustee Decker made a motion to approve the Jane S Heman Foundation Grant Application Summary, and Trustee Smith seconded the motion. There was no public comment. The motion passed unanimously by all elementary trustees present.

B. FINANCE, OPERATIONS and MAINTENANCE

- i. **Topic: Approve Renewal of Montana School Board Association Membership** – Superintendent Mark Thane noted that compelling reasons to renew membership include the ability to participate in MTSBA programs, such as workers compensation and unemployment insurance for the district, and Trustee Wake is president of the MTSBA. The dues obligation is based on ANB enrollment and the current renewal is \$17,919.30. MTSBA advocates to legislators on issues that trustees decide on and many other issues, and provide professional education at no cost, webinars, and many other things. Trustee Newbold made a motion to approve renewal of the Montana School Board Association membership for the 2018-2019 fiscal year, and Trustee Smith seconded the motion. There was no board comment, and no public comment. The motion passed unanimously by all trustees present.
- ii. **Topic: Approve Renewal of Montana Quality Education Coalition (MQEC) Membership** – Superintendent Mark Thane noted that MQEC is funded by school districts across the state and they work to advocate for funding for school districts. Trustees heard from Diane Burke, President of MQEC in previous years and their primary work is legislation. The membership cost for AA districts to participate during 2018-2019 is \$4000. Trustee Wake made a motion to approve renewal of the Montana Quality Education Coalition membership for the 2018-2019 fiscal year, and Trustee Decker seconded the motion. The motion passed unanimously by all trustees present.
- iii. **Topic: Homevale Property Sale Discussion** – Superintendent Mark Thane noted this high school property is located across the street from the MCPS Business Building, and is commonly referred to as the Homevale property. In 2004, the District sold a right-of-way through the Homevale property for the Brooks/South Russell intersection project. Part of the property is being used as a staging area for the Washington bond project and the other part has a storage building referred to as Casa Loma. The district would like to do some remodeling of the former Missoula College, and that will require funds. Pat McHugh noted this is an introduction to the concept of potentially selling the Homevale property. Attached to the agenda is a contemplated timeline and a cost market analysis showing the two different parcels created by the City right-of-way. At this time, there remains a small obligation to the University on the transfer of ownership. There are two analyses available; however, administration recommends contracting with an appraiser to re-evaluate the property at current market value. The sale would be consummated with a resolution. This property has never been used for school purposes other than to store used items, and most recently, Missoula College students used the property for parking. Mr. McHugh explained the timeline, and provided more detail on how the property was acquired. The board could look at an RFP process based upon the appraisal. Mr. McHugh noted per statute a resolution is required to sell or otherwise dispose of the district real or personal property, because it is or is about to become abandoned, obsolete, undesirable, or unsuitable for the school purposes of the district. The property is part of the Tax Increment District, which is very favorable, and the zoning may be broad. There are two pieces of properties with separate legal descriptions based on the right-of-way, and trustees could look at each piece separately or as one. An appraiser could provide information on potential use. Trustee Kendall expressed concern for the type of retail that is not appropriate near a school district, and questioned if the board could request some sort of restrictions or a right of refusal. Mr. McHugh reported that RFP could have contractual parameters set and not allow contingencies. Trustees would have input in valuing a RFP response; however, it would be difficult to not have the price drive the decision. This would be a good discussion with legal counsel. The current cost of maintaining the property includes minimal utilities, minor floor repair, and roof repair was done due to water damage. Mr. Thane noted that this property was considered as a site for the new Willard School, but the staff felt the property had more of a commercial feel and the division of the road was not desirable. Trustee Lorenzen noted the timeline was short and recommended the resolution be

presented and then brought back for a vote. Mr. McHugh concurred and noted that an appraisal may take time.

- iv. **Topic: 2018-19 Budget Update** – Pat McHugh, Executive Director of Business and Operations reviewed the budget projections for FY2019. New ANB funding information was received last week, which will lower the high school general fund budget by approximately \$5000. In considering reductions, administration is looking at one-time-only savings of workers compensation credit and Medicaid reimbursements, charging for rental of space utilized by Adult Education, moving technology costs to the technology fund, a 10% hold back on discretionary allocations to the high schools, and an Interlocal agreement to balance the budgets. There is still work to be done. Data for Achievement is not incorporated into the budget under SB261, but listed for purposes of a full picture. There were no questions from the board, and no public comment.
- v. **Topic: Approve Elementary Transportation Fund Budget Amendment Resolution 2018-16(E)** – Pat McHugh, Executive Director of Business Services, noted that this is the budget amendment resolution to help cover a shortfall in the elementary transportation fund due to adding a bus route and costs related to Montana Behavioral Institute (MBI) training for Beach Transportation staff. Funds would be pulled from reserves. Trustee Smith made a motion to approve budget amendment resolution 2018-16(E) in the amount of \$138,000 for the Elementary Transportation Fund, and Trustee Kendall seconded the motion. There were no questions from the board, and no public comment. The motion passed unanimously by all elementary trustees present.
- vi. **Topic: Approve High School Transportation Fund Budget Amendment Resolution 2018-14(S)** – Pat McHugh, Executive Director of Business Services, noted this high school resolution is similar to the elementary resolution. The high school resolution requests additional funds in the amount of \$30,000 to cover a shortfall due to the costs related to MBI training for Beach Transportation staff. Trustee McDonald made a motion to approve budget amendment resolution 2018-14(S) in the amount of \$30,000 for the High School Transportation Fund, and Trustee Sterbis seconded the motion. There were no questions from the board, and no public comment. The motion passed unanimously by all trustees present.
- vii. **Topic: Grant Permission to Seek Quotes for Network Switches** – Pat McHugh, Executive Director of Business and Operations, noted that this is a practice using cooperative purchasing from the WSCA/NASPRO program. It is not a formal bid, but a bid from the vendors within the cooperative. The switches will be for Washington, Jeannette Rankin, and Hellgate HS. Trustee Wake made a motion granting permission to seek quotes for switches using the WSCA/NASPO program, and Trustee Newbold seconded the motion. There was no board discussion and no public comment. The motion passed was unanimous by all trustees present.
- viii. **Topic: Authorize Engagement of Big Sky High School General Contractor/Construction Manager Selection** – Burley McWilliams, Operations and Maintenance Supervisor thanked the committee who screened for the GC/CM, and reviewed the process for selection for the benefit of the new Trustee Sterbis. The committee recommended Jackson Construction Group for the GC/CM for Big Sky HS. Mr. McWilliams noted that all bond project information is available on the MCPS website. Trustee Newbold made a motion to authorize the engagement of Jackson Contractor Group to act as General Contractor/Construction Manager for the Big Sky High School construction and renovation project. Trustee Wake seconded the motion. There was no board discussion.
Public Comment: Eric Hulteng, MCPS Owner's Representative for the bond projects, noted that he is working on a report of facts and figures that is very impressive to be shared with trustees. The motion passed unanimously by all trustees present.

10. PUBLIC COMMENT – Regarding Non-Agenda Items (3 minutes each speaker)

11. ADJOURN – Vice Chair Diane Lorenzen adjourned the meeting at 7:52 p.m.

As recording secretary for this Board meeting, I certify these minutes to be a true and correct copy of what was taken at the meeting.

Lenora Jacobs, Minutes Recorder

Diane Lorenzen, Board Chair

Pat McHugh, District Clerk

DRAFT

DATE JUL 10 2018

HIGH SCHOOL ACTIVITIES REPORT **Spring Activities (2017-2018)**

<u>Gate Receipt Information</u>		<u>Big Sky</u>	<u>Hellgate</u>	<u>Sentinel</u>	<u>Seeley-Swan</u>
Track		\$10,243	\$0	\$0	\$0
Tennis		\$0	\$0	\$0	\$0
Softball		\$1,629	\$0	\$0	\$0
Total		\$11,872	\$0	\$0	\$0
<u>Tournament Receipts</u>		<u>Big Sky</u>	<u>Hellgate</u>	<u>Sentinel</u>	<u>Seeley-Swan</u>
Track		\$0	\$0	\$0	\$0
Tennis		\$0	\$0	\$0	\$0
Softball		\$0	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0
Participation Fee Information					
Big Sky					
<u>Activity</u>	<u>Number of Participants</u>			<u>Fees</u>	<u>Fees</u>
	<u>Female</u>	<u>Male</u>	<u>Total</u>	<u>Paid</u>	<u>Waived</u>
Boys Track	58	89	147	\$6,420	\$2,400
Tennis	19	15	34	\$1,500	\$540
Softball	21	0	21	\$960	\$300
Total	98	104	202	\$8,880	\$3,240
Hellgate					
<u>Activity</u>	<u>Number of Participants</u>			<u>Fees</u>	<u>Fees</u>
	<u>Female</u>	<u>Male</u>	<u>Total</u>	<u>Paid</u>	<u>Waived</u>
Track	73	57	130	\$6,510	\$1,290
Tennis	17	21	38	\$2,040	\$240
Softball	27		27	\$660	\$480
Total	117	78	195	\$9,210	\$2,010
Sentinel					
<u>Activity</u>	<u>Number of Participants</u>			<u>Fees</u>	<u>Fees</u>
	<u>Female</u>	<u>Male</u>	<u>Total</u>	<u>Paid</u>	<u>Waived</u>
Track	54	75	129	\$6,660	\$1,080
Tennis	18	21	39	\$1,680	\$660
Softball	25	0	25	\$1,260	\$240
Total	97	96	193	\$9,600	\$1,980
Seeley-Swan					
<u>Activity</u>	<u>Number of Participants</u>			<u>Fees</u>	<u>Fees</u>
	<u>Female</u>	<u>Male</u>	<u>Total</u>	<u>Paid</u>	<u>Waived</u>
Track	0	0	0	\$0	\$0
Tennis	0	0	0	\$0	\$0
Softball			0		
Total	0	0	0	\$0	\$0

HIGH SCHOOL ACTIVITIES REPORT (2017-2018)

<u>Gate Receipt Information</u>	<u>Big Sky</u>	<u>Hellgate</u>	<u>Sentinel</u>	<u>Seeley-Swan</u>
Football	\$13,023	\$9,859	\$5,295	\$871
Soccer	\$2,805	\$4,275	\$2,605	N/A
Volleyball	\$4,810	\$4,586	\$5,462	\$1,892
Golf	\$0	\$0	\$0	\$0
Cross Country	\$0	\$0	\$0	\$0
Boys Basketball	\$5,674	\$6,916	\$7,339	\$1,894
Girls Basketball	\$3,770	\$4,484	\$4,488	\$1,894
Wrestling	\$3,863	\$642	\$1,530	N/A
Swimming	\$0	\$0	\$0	N/A
Track	\$10,243	\$0	\$0	\$0
Tennis	\$0	\$0	\$0	\$0
Softball	\$1,629	\$0	\$0	\$0
Total	\$45,817	\$30,762	\$26,719	\$6,551
<u>Tournament Receipts</u>	<u>Big Sky</u>	<u>Hellgate</u>	<u>Sentinel</u>	<u>Seeley-Swan</u>
Football	\$2,636	\$2,636	\$10,608	\$0
Soccer	\$0	\$0	\$733	N/A
Volleyball	\$190	\$0	\$970	\$194
Golf	\$0	\$0	\$0	\$0
Cross Country	\$0	\$0	\$0	\$0
Boys Basketball	\$2,581	\$7,430	\$4,487	\$1,191
Girls Basketball	\$2,581	\$3,241	\$1,738	\$1,100
Wrestling	\$1,191	\$730	\$317	N/A
Swimming	\$153	\$317	\$0	N/A
Track	\$0	\$0	\$0	\$0
Tennis	\$0	\$0	\$0	\$0
Softball	\$0	\$0	\$0	\$0
Total	\$9,332	\$14,354	\$18,853	\$2,485

Participation Fee Information

Big Sky		Number of Participants			Fees	Fees
Activity	Female	Male	Total	Paid	Waived	
Football	0	81	81	\$3,780	\$1,080	
Soccer	33	21	54	\$2,760	\$480	
Volleyball	52	0	52	\$3,000	\$120	
Golf	9	18	27	\$1,440	\$180	
Cross Country	19	26	45	\$2,460	\$240	
Boys Basketball	0	36	36	\$1,620	\$540	
Girls Basketball	41	0	41	\$1,920	\$540	
Wrestling	3	36	39	\$1,560	\$780	
Swimming	15	13	28	\$1,560	\$120	
Track	58	89	147	\$6,420	\$2,400	
Tennis	19	15	34	\$1,500	\$540	
Softball	21	0	21	\$960	\$300	
Total	270	335	605	\$28,980	\$7,320	

Hellgate					
Activity	Number of Participants			Fees	Fees
	Female	Male	Total	Paid	Waived
Football	0	64	64	\$2,460	\$1,380
Soccer	34	33	67	\$3,840	\$180
Volleyball	40	0	40	\$2,400	\$0
Golf	2	17	19	\$1,140	\$0
Cross Country	57	63	120	\$7,020	\$180
Boys Basketball	0	38	38	\$1,920	\$360
Girls Basketball	30	0	30	\$1,380	\$420
Wrestling	0	21	21	\$810	\$450
Swimming	28	17	45	\$2,280	\$420
Track	73	57	130	\$6,510	\$1,290
Tennis	17	21	38	\$2,040	\$240
Softball	27	0	27	\$660	\$480
Total	308	331	639	\$32,460	\$5,400
Sentinel					
Activity	Number of Participants			Fees	Fees
	Female	Male	Total	Paid	Waived
Football	0	116	116	\$5,940	\$1,020
Soccer	39	34	73	\$4,020	\$360
Volleyball	52	0	52	\$2,640	\$480
Golf	9	11	20	\$1,080	\$120
Cross Country	34	40	74	\$4,140	\$300
Boys Basketball	0	42	42	\$2,220	\$300
Girls Basketball	36	0	36	\$1,980	\$180
Wrestling	0	48	48	\$2,400	\$360
Swimming	28	19	47	\$2,520	\$300
Track	54	75	129	\$6,660	\$1,080
Tennis	18	21	39	\$1,680	\$660
Softball	25	0	25	\$1,260	\$240
Total	295	406	701	\$36,540	\$5,400
Seeley-Swan					
Activity	Number of Participants			Fees	Fees
	Female	Male	Total	Paid	Waived
Football	0	18	18	\$780	\$300
Soccer	0	0	0	\$0	\$0
Volleyball	16	0	16	\$660	\$300
Golf	0	0	0	\$0	\$0
Cross Country	3	7	10	\$600	\$0
Boys Basketball	0	14	14	\$660	\$180
Girls Basketball	16	0	16	\$900	\$60
Wrestling	0	0	0	\$0	\$0
Swimming	0	0	0	\$0	\$0
Track	34	33	67	\$3,840	\$180
Total	69	72	141	\$7,440	\$1,020

SUPERINTENDENT'S REPORT
July 10, 2018

Topics:

- Welcome
-

Important Dates:

SUMMER HOURS BEGAN: 10 HOUR DAYS, MON-THURS	Monday, June 11, 2018 7:00 AM – 5:30 PM	Administration, Business, and High School Offices
Regular Board Meeting	Tuesday, July 10, 2018 6:00 PM	Business Building Boardroom
Regular Board Meeting TENTATIVE	Tuesday, July 24, 2018 6:00 PM	Business Building Boardroom
Regular Board Meeting	Tuesday, August 14, 2018 6:00 PM	Business Building Boardroom

Please check the website for meeting information updates:

www.mcpsmt.org [View Public Meetings Agendas and Minutes](#)

MCPS ZERO by FIFTY Zero Waste Plan

Executive Summary

In February 2016, the Missoula City Council unanimously adopted a Zero Waste Resolution. The City committed to a Zero Waste goal: a community-wide 90 percent reduction in landfill disposal by 2050. Since titled ZERO by FIFTY: Missoula's Pathway to Zero Waste, this effort is gaining momentum, and a City ZERO by FIFTY Zero Waste plan is nearing completion.

In spring 2017, Major John Engen convened a meeting with MCPS Superintendent Mark Thane and the ZERO by FIFTY leadership team to discuss the role of MCPS in supporting the City's Zero Waste goal. Representatives from Home ReSource and MCPS then made public comment to the Board of Trustees on an emerging MCPS Zero Waste effort. In October, MCPS and Home ReSource began co-hosting an Energy Corps service member charged with coordinating Zero Waste planning for the district.

This spring, we solicited input on this effort from over 50 high school students at Willard Alternative, Sentinel, and Hellgate high schools. With Superintendent Thane, we convened 17 administrators, board members, principals, teachers, staff, and students in a MCPS Zero Waste Steering Committee. The committee offered input, identified barriers, brainstormed solutions, and ultimately generated this Zero Waste plan.

After providing brief context, the MCPS ZERO by FIFTY Zero Waste Plan uses the City's framework of four pathways to achieve Zero Waste: Access, Infrastructure, Education, and Policy. Plan objectives include: modifying operations to maximize source reduction, developing accessible district-wide recycling and composting programs, providing comprehensive education for Zero Waste to the MCPS community, and developing district policies to support ZERO by FIFTY goals. The plan offers these top priorities for the district:

1. Evaluate immediate capacity for implementation of the MCPS ZERO by FIFTY Zero Waste Plan, and identify strategies to increase capacity in the years ahead
2. Rethink district-wide materials acquisition to prioritize source reduction and environmentally preferable purchasing (EPP)
3. Implement comprehensive and standardized district-wide recycling and composting programs
4. Transition to using durable food serviceware in MCPS cafeterias
5. Implement programs to reduce wasted food in MCPS
6. Prioritize comprehensive and ongoing whole-district education for the Zero Waste plan

Practical considerations for this plan are included in supporting appendices, written with committee input and informed by supplemental research. Appendices detail the planning process, considerations for district capacity and support, implementation strategies, first steps to take while operating with limited resources, and relevant case studies.

Together, these documents offer an outline for an earnest and concerted MCPS Zero Waste effort. Alone, they will accomplish little. If they are used by MCPS as a goal, a template, and a starting point for Missoula's collective journey toward Zero Waste, the district will continue to be an innovator in the community as it becomes Montana's first Zero Waste school district.

**MISSOULA COUNTY PUBLIC SCHOOLS
HIGH SCHOOL DISTRICT NO. 1
MISSOULA COUNTY**

**RESOLUTION 2019-X(S)
INTENT TO SELL PROPERTY**

WHEREAS, Missoula County Public Schools High School District No. 1, Missoula County, State of Montana, presently owns certain real property more specifically described as follows:

SW Tract Partial Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, in Block Thirty Two (32) of Homevale Addition and subject to all easements, dedications shown, existing and or of record, together with the vacated alley contiguous to these tracts.

NE Tract All of Lots 1, 2, 3, 4, & 5 and Partial Lots 6, 7, 8, 9, 20, 21, 22, 23 & 24, together with the vacated alley contiguous to these tracts.
(Hereinafter referred to as the "Property".)

WHEREAS, this Property has never been used as a school or used for school purposes. The Property is unsuitable for the school purposes of the District.

THEREFORE BE IT RESOLVED that the Board of Trustees of Missoula County Public Schools High School District No. 1, Missoula County, Montana, intends to sell the Property in full compliance with MCA §20-6-604.

BE IT FURTHER RESOLVED that this resolution will become effective fourteen days after notice of this resolution has been given in the manner provided for in MCA §20-6-204. Upon expiration of the 14-day period, the Board authorizes the Superintendent to market the Property for sale and take action to effectuate an agreement for sale for approval by the trustees.

BE IT FURTHER RESOLVED that all monies resulting from the sale of the Property shall become a part of the District's Miscellaneous Program Fund (215) as provided in section MCA §20-6-604.

Marcia Holland, Chair
Board of Trustees

Pat McHugh, Clerk
Board of Trustees

RESOLUTION ADOPTED ON:

DATE JUL 10 2018

**GROUND LEASE AGREEMENT
BETWEEN
MISSOULA COUNTY PUBLIC SCHOOLS
AND
NORTHWESTERN ENERGY**

THIS GROUND LEASE ("Lease") is made and entered into _____, 2018 by and between Missoula County Public Schools, 915 South Avenue W., Missoula, Montana 59801 (hereinafter referred to as "MCPS"), and NorthWestern Corporation, a Delaware corporation d/b/a NorthWestern Energy, of 11 East Park Street, Butte, Montana 59701-9394 (hereinafter referred to as "NWE"), for the lease of the following described property:

Hellgate High School, 900 S. Higgins Avenue, Missoula, MT 59801
See diagram attached hereto as Exhibit "A"
Square feet of leased space _____
Hereinafter "Hellgate Property"

Sentinel High School, 901 South Avenue, Missoula, MT 59801
See diagram attached hereto as Exhibit "B"
Square feet of leased space _____
Hereinafter "Sentinel Property"

Big Sky High School, 3100 South Avenue, Missoula, MT 59804
See diagram attached hereto as Exhibit "C"
Square feet of leased space _____
Hereinafter "Big Sky Property"

Willard Alternative High School, 901 South 6th Street, Missoula, MT 59801
See diagram attached hereto as Exhibit "D"
Square feet of leased space _____
Hereinafter "Willard Property"

The individual properties are hereafter collectively referred to as the "Property".

WHEREAS, MCPS operates three high schools and one alternative high school program within the city limits of Missoula;

WHEREAS, NWE is a public utility that would like to locate solar on the high school properties in Missoula to maximize the educational benefit to the students of these high schools, while gathering and sharing data, knowledge and experience related to solar installations;

WHEREAS, the solar project consists of four solar arrays, one located at each of four high school locations, a single energy storage application, and related infrastructure to be constructed, owned and operated by NWE on property owned by MCPS;

WHEREAS, the solar project will provide an outdoor learning environment that can be used to educate the next generation on how to be efficient users and producers of energy

through active research; and will actively lead conversations with students and community members on sustainability;

WHEREAS, MCPS and NWE have entered into a Memorandum of Understanding (MOU) outlining the educational support and services that NWE will provide, and assist in providing to students and teachers of MCPS, including innovative, hands-on learning opportunities related to the solar installation in a manner that meets MCPS curriculum standards as well as MCPS's 21st Century Model of Education; and

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises and covenants set forth herein, the parties agree as follows:

1. **TERM AND POSSESSION.** The term of this Lease shall be five (5) years commencing _____ and ending _____, unless extended or sooner terminated pursuant to any provision contained herein.

Nothing herein shall preclude the parties from mutually agreeing to additional extensions beyond the initial five (5) year term.

2. **TERMINATION.** Upon termination of this Lease, whether at the expiration of the initial term or any extension thereof or whether sooner pursuant to a provision contained herein, NWE shall surrender the Property to MCPS, in as good condition as it was at the time of NWE's entry into this Agreement, removing the solar photovoltaic ("PV") plants and energy storage facility, along with any other personal property and other items placed on the Property by NWE, or anyone claiming under NWE and promptly restoring the MCPS's Property including return the original contour, and re-vegetating the same with substantially the same type of vegetation as existed prior to this Lease, all to MCPS's satisfaction. See Paragraph 7(d) of this Lease.

3. **CONSIDERATION.** NWE shall pay \$1.00 (one dollar) per calendar year as rent for the leased premises. Payment shall be made to Missoula County Public Schools, 915 South Ave West, Missoula, Montana 59801. In addition, NWE shall continue to provide MCPS with the educational services outlined in the MOU, or comparable educational services agreed upon by MCPS and NWE. The MOU with NWE is incorporated herein by reference. In furtherance of the educational opportunities contemplated herein, NWE will make \$_____ available per year to maximize educational opportunities associated with the solar installation and solar storage.

4. **USE.** NWE shall use the Property for the limited purpose of siting, placement, monitoring, operation, maintenance, repair and removal of solar array panels and associated equipment to maximize educational benefits while gathering data, knowledge and experience related to solar installations and solar storage. NWE shall only use the Property for the uses described in this Paragraph, and related activities, unless MCPS gives advance written consent to another use. MCPS reserves the discretion to withhold consent to any other use. NWE acknowledges that neither MCPS nor MCPS's agents have made any representation or warranty as to the present or future suitability of the Property for NWE's intended use.

NWE acknowledges that the solar PV plant to be constructed will be located on a portion of District-owned property and that the surrounding property serves as and

accommodates a high school. NWE shall adhere to MCPS's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies relating to its use of the Property. NWE shall require all its employees, contractors and invitees on the Property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any unauthorized controlled substance, carrying weapons, or engaging in any inappropriate interactions of any nature whatsoever with student and staff members, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for MCPS's students and staff members.

NWE warrants that all improvements placed on the Property, and NWE's use of the Property, will comply with all laws, ordinances, rules, zoning, regulations, and MCPS's policies ("applicable laws"). NWE shall pay all costs associated with the operating of the solar panels on the Property.

NWE's use of the Property shall not interfere with the school's operations. MCPS retains the right to seek the ejection of any individual who is disruptive of school operations or poses a risk to the safety and well-being of its students or staff members, even if such individual is an invitee or licensee of NWE.

NWE agrees that it shall not use or permit the Property, or any part thereof, or any improvement thereon to be used for any other purpose than what is agreed up upon in this Lease Agreement or any unlawful or illegal purpose.

5. IMPROVEMENTS. NWE is authorized to construct solar array panels and associated solar equipment on the Property to operate the Project at its sole expense. MCPS shall not incur costs relating to NWE's planning, construction, operation, permitting, and maintenance of its solar array panels and associated solar equipment. NWE acknowledges that any improvements constructed by NWE shall be the property of NWE and shall be removed upon termination or expiration of this Lease pursuant to Paragraph 7(d). NWE shall promptly pay for all improvements. Construction may begin immediately upon execution of this Lease. NWE's construction of the Project shall not unreasonably interfere with the access to and operation of the MCPS high schools listed above. Before delinquency, NWE shall pay all taxes, if any, assessed during the term against NWE's improvements to the Property, trade fixtures, or personal property placed by NWE on the Property.

Once construction of the solar array panels and related solar equipment on each of the four school's property is complete, NWE shall not make any alterations to the improvements without notice to and the written consent of MCPS. NWE shall notify MCPS at least thirty (30) days in advance of its commencement of any additional construction activities. NWE shall obtain the approval by MCPS of its design and construction of any additional improvements on the Property and evidence of its compliance with all applicable laws. Notwithstanding the foregoing, emergency alterations simply require notice of the repair to MCPS.

6. USES PROHIBITED. NWE shall not cause or permit the unlawful disposal, storage, or release of any hazardous substance near or upon the Property. NWE shall not do or allow any of its employees, representatives, guests, or invitees to do anything affecting the Property that is in violation of any environmental law or regulation. As used in this Paragraph, "hazardous substances" are those substances defined as toxic or those substances whose use or disposal

is regulated in any fashion by federal laws, laws of the state or county wherein the Property is located and any other law or regulation relating to health or environmental protection. NWE shall abide by all federal, state, and local laws relating to the storage of energy from the Project.

NWE shall indemnify and hold MCPS harmless from any and all liability associated to its use and operation of the Project. NWE shall promptly give MCPS written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the use or disposal of any hazardous substance or waste or the alleged violation of any environmental law or regulation to the extent that NWE has actual or implied knowledge, and shall take all necessary action as required by environmental laws and regulations to comply therewith. Any violation of this Paragraph by NWE shall be considered as an event of default. In addition to the other provisions contained herein, NWE agrees to indemnify and hold MCPS harmless from any liability resulting from NWE's violation of this Paragraph. Said indemnification shall survive the termination of this Lease by default or any other act of the parties or action of law. Provided, NWE shall have no indemnity obligation for any hazardous substance or waste existing on the Property on or before the date of this Lease. In the event NWE discovers any hazardous substance or waste in the course of its use of the Property, it shall promptly notify MCPS of the discovery.

7. MAINTENANCE AND SERVICES.

- a. **Maintenance.** NWE shall pay all maintenance costs to maintain the improvements placed on the Property by NWE in good condition.

NWE may act at its own discretion to minimize any injury to persons or property and shall take all reasonable steps under the circumstances to mitigate any damages.

NWE will repair all damage and provide cleaning of graffiti, within 24 hours. MCPS is not responsible for providing supervision or security for the Property or any improvements placed thereon.

- b. **MCPS's Access.** MCPS shall have access to the Property at all times.
- c. **NWE's Care of Property.** NWE shall keep improvements placed on the Property in a good, safe, and serviceable order;

NWE shall pay and discharge, as they become due, any expenses necessary for upkeep and maintenance of the improvements on the Property, which shall include miscellaneous expenses deemed necessary and appropriate to maintain the safety, security, appearance and integrity of the improvements on the Property;

NWE shall make repairs and replacements to the improvements on the Property as required; and

NWE shall not commit waste.

- d. **Surrendering the Property.** Upon the expiration of this Lease, NWE shall surrender the Property to MCPS in substantially the same condition that the Property was in on the commencement of the Lease.

Upon surrender, NWE shall remove from the Property NWE's improvements, personal property, trade fixtures, and any other fixtures or improvements (including signs) installed by NWE. NWE shall repair any damage to the Property caused by the removal of said improvements, fixtures or personal property and shall return the Property to the same condition it was in prior to the commencement of this Lease. Any personal property not removed by NWE shall be considered abandoned. MCPS may dispose of abandoned items as MCPS chooses and bill NWE for the cost of their disposal, minus any revenues received by MCPS for their disposal.

Nothing herein shall preclude the parties from mutually agreeing to another means of disposition of the Property or any improvements placed thereon by NWE to the extent such alternative is permitted by federal and state law.

8. FIRE OR DESTRUCTION OF THE PROPERTY. If during the term of this Lease, the Property or any portion thereof, including improvements, shall be damaged or destroyed by fire or any other cause, MCPS retains the discretion to allow NWE to do one of the following:

- a. Restore and rebuild the improvements, utilizing the insurance proceeds available or other NWE resources. NWE shall have a period of three (3) months to make a determination whether or not construction of new panels and related equipment is feasible for NWE and MCPS, and in which to obtain the written consent of MCPS. If NWE determines that installation of new panels is feasible and MCPS consents, NWE shall rebuild the improvements using a design and construction plan approved by MCPS.
- b. The parties may agree to terminate the Lease as to the particular Property affected by the fire or other casualty and NWE shall surrender that particular Property in accordance with this Lease.
- c. Take such other action as the parties shall agree under the circumstances as then known by the parties.

9. ASSIGNMENT AND SUBLEASING. NWE shall not transfer, mortgage, encumber, assign or sublease all or any part of the Property without the advance written consent of MCPS.

10. SIGNAGE. The parties acknowledge that the use of the Property may require the use, erection or other construction of signs. Any signs or advertising shall be approved, in advance, by MCPS, other than signs or labeling required under applicable law or regulation. NWE shall submit photographs or drawings to MCPS in sufficient detail to adequately demonstrate NWE's request and MCPS shall approve or disapprove of the construction or erection of such signs at the sole discretion of MCPS. Any signage or advertising utilized within the Property shall be tastefully done and shall not create an appearance which detracts from the general atmosphere

of the Property. Any signage must conform to all state and local regulations. Upon surrender of the Property, MCPS may demand the removal of any or all signage.

11. NOTICES. All notices, demands or other writings required or permitted to be given hereunder shall be given in writing and may be effected by personal delivery, or by mail, and, if given by mail, shall be deemed sufficiently given if sent by registered or certified mail and by email addressed as follows:

To MCPS: Missoula County Public Schools
Attn: Pat McHugh, Executive Director of Business & Operations
915 South Avenue West
Missoula, MT 59801
pmchugh@mcps.k12.mt.us

To NWE: NorthWestern Energy
Attn: Jonathan Shafer, Engineer – Automation and Technology
11 East Park Street
Butte, MT 59701
Jonathan.Shafer@northwestern.com

and

Pat Asay, Manager, NorthWestern Energy Lands & Permitting
11 East Park Street
Butte, MT 59701
Pat.Asay@northwestern.com

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

12. INSURANCE. NWE maintains insurance, including self-insured retention and excess coverage, as set out on Exhibit "E". At no time during the term of this Agreement shall NorthWestern reduce its self-insured retention and excess coverage as set out in Exhibit "E" or permit its insurance coverage to fall below the limits set out below:

- Workers' Compensation – statutory;
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate

NWE shall require contractors hired by NWE to provide services related to the Project on the Property shall carry insurance in the above amounts and shall name MCPS as an additional insured.

13. INDEMNIFICATION OF MCPS. Except as set forth herein, MCPS shall not be liable for any loss, injury, death or damage to persons or property which at the time may be suffered or sustained by NWE or NWE's employees or agents or by any persons whosoever may at any time be using the Property or its improvements or visiting the Property or its improvements or be in, on, or about the same. NWE shall indemnify, defend and hold MCPS harmless from claims for personal injury, death or property damage from incidents occurring in or about the Property or improvements which are (i) caused by the negligent or willful misconduct of NWE, its agents, employees or invitees; (ii) arise from any breach or default in the performance of any obligation on NWE's part to be performed under the terms of this Lease; or (iii) arise from any penalty, damage or charge imposed for any violation of any laws, ordinance or regulation occasioned by negligence, or willful acts of NWE on said Property.

14. INDEMNIFICATION OF NWE. MCPS shall indemnify, defend and hold NWE harmless from claims for personal injury, death or property damage from incidents occurring in or about the Property or improvements which are caused by the negligent or willful misconduct of MCPS, its agents, employees or invitees or (ii) arise from any breach or default in the performance of any obligation on MCPS's part to be performed under the terms of this Lease.

15. INDEMNIFICATION GENERALLY. If any action or proceeding shall be brought against an indemnified party, the indemnifying party shall upon notice from the indemnified party defend the same at the indemnifying party's expense by counsel reasonably satisfactory to the indemnified party. When the claim is caused by the joint negligence or willful misconduct of MCPS and NWE, MCPS's duty to defend, indemnify and hold NWE harmless shall be in proportion to MCPS's allocable share of the joint negligence or willful misconduct. Said indemnification shall survive the termination of this Lease by default or any other act of the parties or action of law.

16. EFFECT OF EMINENT DOMAIN.

- a. **Effect of Total Condemnation.** In the event the entire Property shall be appropriated or taken under the power of eminent domain or conveyed under the threat of eminent domain by any public or quasi-public authority, the Lease shall terminate and expire as of the date of such appropriation, taking or conveyance, and the parties hereto shall be relieved of any liability or responsibility of one to the other. NWE shall surrender the Property by removing all improvements placed thereon and restoring the Property in accordance with Paragraph 7(d).
- b. **Effect of Partial Condemnation Use of the Property for the Solar Arrays.** In the event that a portion of the Property shall be so appropriated, taken or conveyed, so as to reduce the square footage in an amount that impairs or prevents the continued, then NWE shall have the right to terminate this Lease as of the date of such taking, appropriation or conveyance. NWE shall give written notice of such termination within twenty (20) days of the first written notice of such appropriation, taking or conveyance.

17. DEFAULT AND REMEDIES.

- a. In the event of default in the payment of rent or any installment thereof, or if NWE shall commit or suffer any waste to be committed in or upon the Property, or if default shall be made by NWE in the performance or observance of any other covenant or agreement or condition of this Lease, or if NWE shall abandon the Property, or if NWE shall be legally dispossessed of the Property, or if NWE shall at any time make general assignment for the benefit of creditors, or if NWE shall make an insolvent assignment, or if NWE shall file a voluntary petition in bankruptcy or be adjudged a bankrupt, then MCPS shall give NWE written notice of such default, and NWE shall have 60 days to cure said default.
- b. In the event the default or defaults noticed are not cured in their entirety within 60 days after notice, MCPS, at its election, may file a judicial action to terminate the lease. Judicial action is not required in the event that NWE abandons the Property. In the event of abandonment, all NWE's rights in the Property shall terminate and MCPS may re-enter and take possession of the Property. All improvements shall be removed and the Property shall be restored pursuant to Paragraph 7(d). Any termination of this Lease shall not relieve NWE from payment of any sum then due to MCPS or from any claim for damages previously accrued or then accruing against NWE.
- c. In the event that MCPS pursues a judicial remedy to terminate this Lease, MCPS reserves the right to pursue any and all remedies it may have at law or equity. In the event that MCPS pursues a judicial remedy to terminate this Lease, NWE reserves the right to maintain any and all defenses and counterclaims it may have at law or equity. A judicial action to terminate this Lease shall be filed in the Fourth Judicial District, Missoula County. The parties agree that the prevailing party in an action to terminate the Lease shall be entitled to the costs of such action and the reasonable attorneys' fees incurred.

18. RULES. MCPS may adopt reasonable rules, and NWE, NWE's employees and invitees, upon thirty (30) days advance notice, shall comply with rules which:

- a. are for the safety, care, order and cleanliness of the Property, any improvements placed thereon, and grounds surrounding the Property;
- b. do not unreasonably and materially interfere with NWE's use and enjoyment of the improvements placed on the Property; and
- c. do not require payment of additional monies to MCPS.
- d. If a rule issued under Paragraph 18 conflicts with or is inconsistent with any other provision of this Lease, the Lease provision controls.

19. LIENS.

- a. **Lien.** NWE shall ensure that no liens are placed against the Property for material or work claimed to have been furnished to the Property on NWE's behalf and at NWE's request. In the event that a lien is placed against the Property, NWE shall, within twenty (20) days after receiving notice of any such lien:

1. discharge the lien; or
2. post a bond equal to one and one half (1 & 1/2) the amount of the disputed claim with the Clerk of Court, per Mont. Code Ann. § 71-3-551 or with companies reasonably satisfactory to MCPS.

If NWE posts a bond, NWE shall contest the validity of the lien. NWE shall indemnify, defend and hold MCPS harmless from losses incurred from these liens.

- b. **MCPS's Discharge.** If NWE does not discharge the lien or post the bond within the twenty (20) day period, MCPS may pay any amounts, including interest and legal fees, to discharge the lien. NWE shall then be liable to MCPS for the amounts paid by MCPS, including all fees and costs incurred.
- c. **Consent Not Implied.** This paragraph does not grant consent to subject MCPS's property to these liens. NWE covenants and agrees to keep the Property at all times during the term hereof free and clear of all liens.

20. PARTIES BOUND. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder to the extent of their guarantees.

21. CONFLICTS OF LAW. This Lease shall be governed and construed pursuant to the laws of the State of Montana. The parties agree that any litigation concerning this Lease will be brought in the Fourth Judicial District, Missoula County, Montana.

22. SEVERABILITY. If any provision of this Lease shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Each provision of this Lease will be and is deemed to be separate and severable from each other provision.

23. ATTORNEYS' FEES AND COSTS. In the event either party finds it necessary to employ counsel in order to enforce or rescind any term or provision of this Lease, including any proceeding in bankruptcy, before any officer or judge of the U.S. Bankruptcy Court or any proceeding pertaining thereto, the prevailing party shall be entitled to recover from the other party in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney's fees. Attorney's fees shall include any attorneys services rendered prior to the institution of litigation or proceedings in bankruptcy and include all matters pertaining to litigation, or proceedings in bankruptcy as may be necessarily incurred in such proceedings and shall

include an estimate of the attorney's fees to be incurred by the prevailing party following any initial decision or judgment entered in connection with that matter.

24. WAIVER. No waiver by any party of any provision of this Lease shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

25. HOLDING OVER. If NWE remains in possession of the Property, or any part thereof after the expiration of the term hereof, or any agreed upon extension, without the express written consent of MCPS, such occupancy shall be a tenancy from month-to-month and upon the terms hereof applicable to a month-to-month tenancy. In the event that NWE remains in possession of the Property after the expiration of this Lease and has not surrendered the property in accordance with Paragraph 7(d) or in any other manner in which the parties mutually agree, NWE shall pay rent of _____ Dollars (\$ _____) per month for each month NWE remains in possession of the Property.

26. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

27. ENTIRE AGREEMENT. This document represents the entire agreement of the parties regarding the lease of the property described above and may not be modified or amended except by subsequent written instrument duly authorized and signed by both parties. Nothing herein shall preclude the parties from mutually agreeing to modify or amend this Lease; however, any such modifications or amendments shall be in writing and authorized and signed by both parties.

28. HEADINGS. The paragraph captions contained in this Lease are for convenience only and shall not be considered as construing or interpreting any provision hereof.

NORTHWESTERN ENERGY

MISSOULA COUNTY PUBLIC SCHOOLS

By: _____ Date _____
Its': _____

By: Mark Thane _____ Date _____
Superintendent

By: Pat McHugh _____ Date _____
Executive Director of Business & Operations

Exhibit "A"

Heligate School:

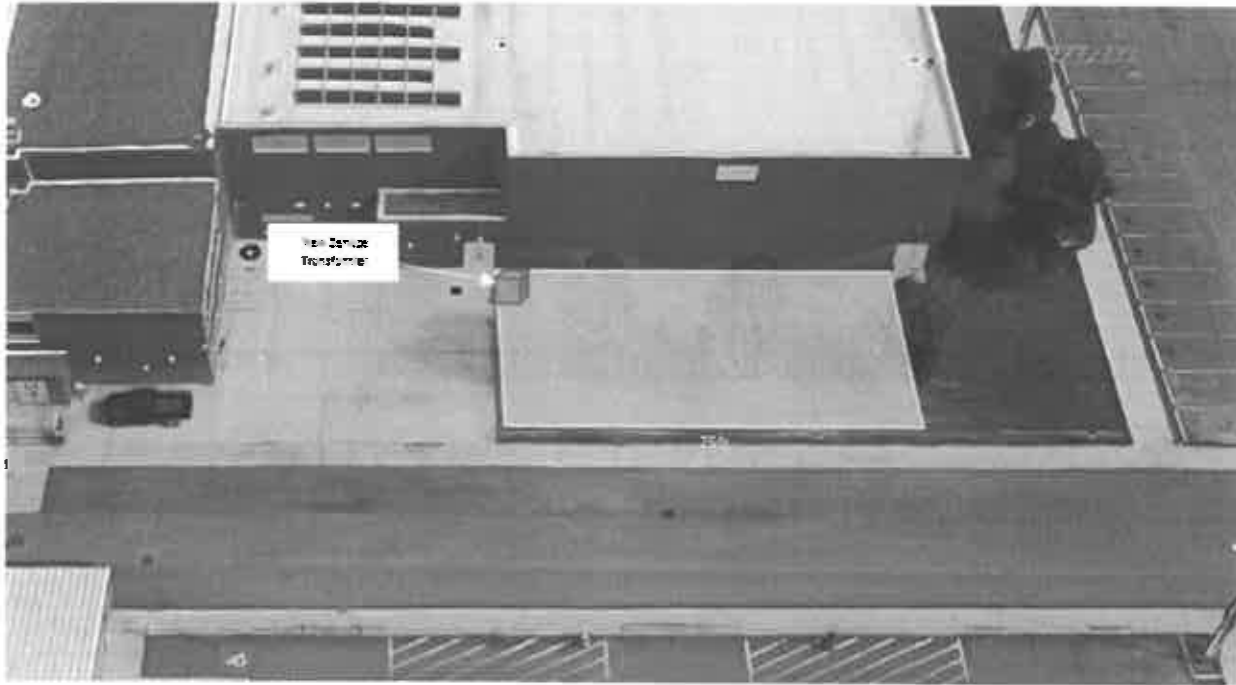
900 S Higgins Ave, Missoula, MT 59801



Exhibit "B"

Sentinel School:

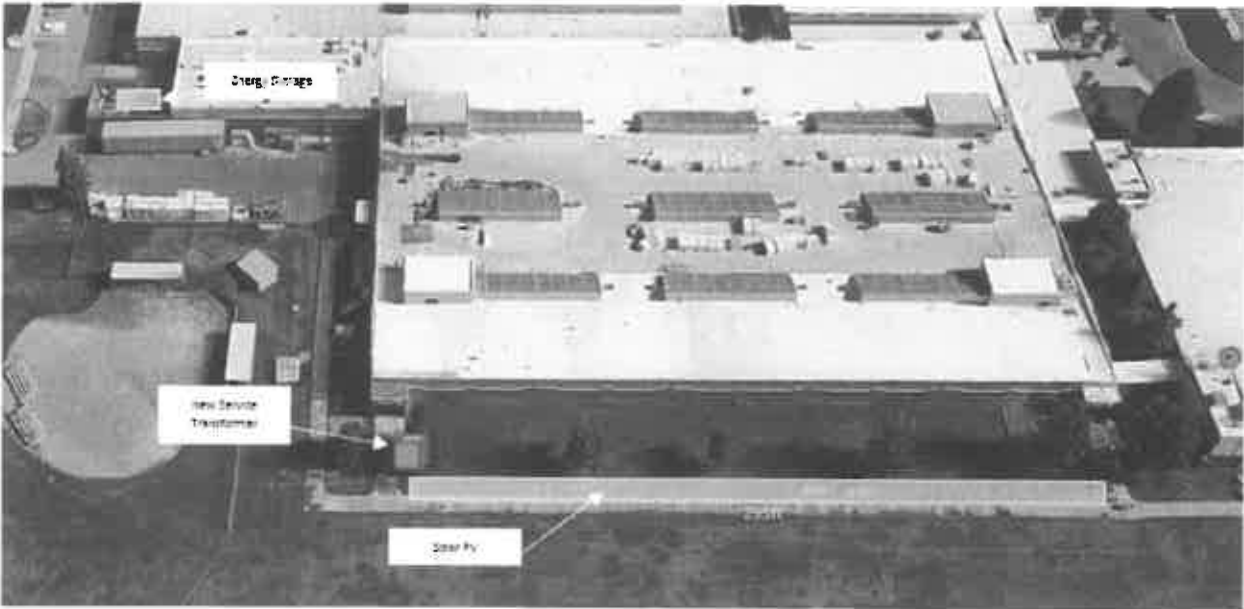
901 South Ave W, Missoula, MT 59801



DRAFT

Exhibit "C"

Big Sky School:
3100 South Ave W, Missoula, MT 59804



DRAFT

Exhibit "D"

Willard School PV System

901 South 6th St. W, Missoula, MT 59801



Exhibit "E"



Proof of Self-Insurance Coverages 2017-2018 NorthWestern Corporation (dba NorthWestern Energy) Insurance Coverages

NorthWestern Corporation

- Is a large publicly traded (Delaware) corporation
 - Federal Tax Id Number: 48-0172080
- Is self-insured to \$1 million for property and property of others in our care, custody and control
- Is self-insured to \$2 million for general liability
- Is self-insured to \$1 million for auto liability
- Is self-insured to \$2 million for workers compensation liability and is duly registered with the State of Montana as a self-insured entity
- Maintains excess liability for coverage above the self-insured amounts for catastrophic situations

Additional information may be obtained from:

Karen Allardings
Risk Analyst
NorthWestern Energy
600 Market St. W
Huron, SD 57350
O 605-353-7580
C 605-960-4847
karen.allardings@northwestern.com

Memorandum of Understanding

This Memorandum of Understanding is between Missoula County Public Schools ("MCPS") and NorthWestern Corporation d/b/a NorthWestern Energy, a Delaware corporation, of 11 East Park Street, Butte, Montana 59701-9394 (hereinafter referred to as "NWE") regarding its ground lease to support the Missoula Demonstration Solar Project.

WHEREAS, MCPS has leased a portion of the MCPS owned real property that lies on the campus of the following schools:

1. Hellgate High School, 900 S. Higgins Avenue, Missoula, MT 59801
2. Sentinel High School, 901 South Avenue, Missoula, MT 59801
3. Big Sky High School, 3100 South Avenue, Missoula, MT 59804
4. Willard Alternative High School, 901 South 6th Street, Missoula, MT 59801

The individual properties are hereafter collectively referred to as the "Property"

WHEREAS, consideration for the lease to NWE includes the continued delivery of educational services and support by NWE to MCPS as outlined herein, and as updated from time to time;

WHEREAS, NWE is a public utility that would like to locate solar on the high school properties in Missoula to maximize the educational benefit to the students of these high schools, while gathering and sharing data, knowledge, and experience related to solar installations;

WHEREAS, the solar project will provide an outdoor learning environment that can be used to educate the next generation on how to be efficient users and producers of energy through active research; and will actively lead conversations with students and community members on sustainability;

WHEREAS, NWE will provide, and assist in providing innovative, hands-on learning opportunities related to the solar installation in a manner that meets MCPS curriculum standards as well as MCPS's 21st Century Model of Education to students and teachers of MCPS;

WHEREAS, the parties wish to enter into this Memorandum of Understanding (MOU) to outline the program services NWE will provide, including providing students and teacher with innovative, hands-on learning opportunities involving energy, solar, and related subject matter in settings that are crafted to meet District curriculum standards as well as the District's 21st Century Model of Educational goals.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties agree as follows:

1. NWE shall commit to fund \$5,000.00 per year, during the term of its lease of the MCPS properties, described above, to be used by MCPS for the purposes as follows:
 - a) Development of curriculum concerning the attributes of the Project, including solar, energy production, energy consumption, and sustainability linked to Montana and District standards.
 - b) Educational field trips to the solar installations related to the Project or other NWE locations to further student understanding of energy development, consumption and sustainability to fulfil the curriculum needs and goals of each specific grade level.
2. In addition to the monetary contributions referenced above, NWE shall commit, during the term of the lease of the MCPS properties, described above, to take the actions as follows:
 - a) Construct, operate, maintain and repair, at NWE's sole cost and expense (which is estimated to be \$ _____), four solar array panels and associated equipment, including interconnection into NWE's electric grid, on the high school properties, as described above, commencing upon entry into this MOU and the lease, and throughout the term of the lease.
 - b) Instruct MCPS teachers to use the solar arrays to provide students with hands-on experiences learning about the operation, including instruction and assistance in the directional changes to the solar arrays.
 - c) Provide engineer(s) to assist MCPS teachers in providing classroom instruction related to the Project, its engineering, placement and function, along with other topics related to the generation, transmission and distribution of energy, as appropriate within the District's STEM curriculum.
 - d) Provide the students and staff with access to data relating to the solar installations.
 - e) Assist teachers and students to incorporate the solar array into students' educational experiences during the various seasons.
 - f) Offer students the opportunity to participate in community projects involving solar, energy production, energy consumption, and sustainability, as such community projects are available.
3. Miscellaneous Terms.
 - a) This MOU shall be incorporated by reference into the Lease Agreement between the District and NWE.
 - b) This MOU does not affect any other existing provisions of the Lease Agreement between NWE and MCPS.

- c) This MOU shall be in effect for the duration of NWE's lease of the MCPS properties, described above, from MCPS.
- d) This MOU shall not be changed, except if done in writing signed by both Parties.
- e) This MOU shall be interpreted under the laws of the State of Montana.
- f) This MOU has been reviewed by all parties, each of whom has had the opportunity to consult with independent counsel regarding it and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
- g) This MOU is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
- h) This MOU shall be binding upon and inure to the benefit of the parties and their successors and assigns.

NORTHWESTERN CORPORATION
d/b/a NorthWestern Energy

MISSOULA COUNTY PUBLIC SCHOOLS

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

DATE JUL 10 2018

School Name
Address Line 1
Address Line 2

THREE-YEAR RATE COMMITMENT ACKNOWLEDGMENT

Thank you for your three-year commitment with the Montana Schools Property and Liability Plan. We are pleased to continue to have you as a member of our program.

The above-referenced member hereby agrees to commit, and said commitment shall not be rescinded, for a period of three years beginning July 1, 2018 and ending June 30, 2021. In exchange for this commitment, the program hereby agrees to guarantee that your renewal rate shall be the annual rate increase for the MSPLIP program renewal and shall not exceed 6% in any one year.

Your rate for the three-year period beginning July 1, 2018 and ending June 30, 2021 may be adjusted should one of the following events occur:

- 1) An increase in property values, addition of vehicles or other coverage increases.
- 2) A loss ratio of in excess of 50%; or a claim in excess of \$200,000 or three times your annual premium, whichever is less.
- 3) The inability of the insurance carrier to obtain reinsurance due to a national catastrophe.

Thank you again for your commitment to our program.

Rody Holman
Program Manager

Acknowledged and Agreed:

Authorized School Representative

Date

**MISSOULA COUNTY PUBLIC SCHOOLS
PERSONNEL REPORT
BOARD MEETING
JULY 10, 2018**

Topic: Monthly Personnel Report

Policy Question: Board approves hires, resignations, retirements, terminations, and specific leaves as stated by contracts.

Background Information: Provided is the routine monthly Personnel Report. The report reflects the monthly request for personnel to be hired, leaves to be granted, retirements and resignations to be accepted, and terminations to be approved. Included in the packet is the monthly Personnel Report upon which the Board must take action.

Administrative Recommendation: Administration recommends the Board approve the monthly Personnel Report as provided.

ELEMENTARY CERTIFIED/PROFESSIONAL PERSONNEL REPORT**CERTIFIED/LICENSED HIRES**

Contingent upon satisfactory results of a criminal background check.

Marc Cutler NT1	.80 FTE HEN (1 yr. only)	Franklin	Replaces K. Grasky LOA
Ashley Flanagan NT1	Grade 2	Chief Charlo	Replaces A. Hull retirement
Nicole Vanek NT1	.50 FTE Grade 2	Lewis & Clark	Replaces B. Hougard transfer

ADMINISTRATIVE HIRES

Contingent upon satisfactory results of a criminal background check.

Barbara Frank	Elementary Principal	Lowell	Replaces B. Capser resign
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CERTIFIED CHANGE OF ASSIGNMENT AND/OR FTE

Stephanie Pernell	From: Grade 4	To: Grade 6	NEW FTE
	Rattlesnake	Meadow Hill	
Samantha Pierce	From: Grade 2	To: Grade 4	Replaces S. Pernell transfer
	Rattlesnake	Rattlesnake	
Rachel Hughes	From: Preschool	To: Spec Ed Inst. Coach	Replaces S. Vaughn resign
	Jefferson	Admin	

CERTIFIED RESIGNATIONS

Theresa Lombardi	Spec Ed	Lowell	Effective July 2, 2018
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CERTIFIED LEAVE OF ABSENCE 2018-2019

Kammy Meyers	1.0 Title 1 Instructional Coach	Admin / CS Porter	
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SUMMER ESY PROGRAM

Stephanie Gaertig	Physical Therapist	District	Summer 2018
Theresa McGearry	Web Resource	District	Summer 2018
Kathryn Byrne	Deaf Ed	District	Summer 2018

CERTIFIED RESIGNATION

Jeff Hawk	.80 FTE HEN	Franklin	Hired on June Personnel Report subsequently resigned
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CERTIFIED RETIREMENT

None

AUTHORIZED FTE

Physical Therapist ESY	June - July up to 11 hours	District	101-05-281-1000-50112
Deaf Ed ESY	July - Aug up to 15 hours	District	101-05-281-1000-50112
Title 1 Certified Staff	5.70 FTE	Franklin, Lowell, Russell Hawthorne, & CS Porter	2018-19 school year
Title 1 Instruc. Coaches	2.5 FTE	Franklin, Lowell, Russell Hawthorne, & CS Porter	2018-19 school year
Title 1 TOSA	.25 FTE	District	2018-19 school year

ELEMENTARY DISTRICT # 1 PERSONNEL BOARD REPORT JULY 10, 2018

ELEMENTARY CLASSIFIED STAFF PERSONNEL REPORT			
CLASSIFIED HIRE			
Contingent upon satisfactory results of a criminal background check, as required.			
Tyler Chipot	Info. Systems Support Specialist 8 hrs. per day / 250 days	Admin Bldg.	Replaces W. Scalise resign
CHANGE OF ASSIGNMENT / HOURS			
Mike Christensen	From: 3 hrs. per day Admin 8 hrs. / 177 days	To: 2 hrs. per day Admin 8 hrs. / 250 days	Effective August 24, 2018 replaces M. Kincaid transfer
Candice Baumert	From: 7 hr. Resource Para Cold Springs	To: 7 hr. Speech Lang. Assistant District	Effective August 24, 2018 Replaces D. Mallard
Tim Joyner	From: 5 hr. Food Svc Transport Driver Helper Jefferson	To: 5 hr. Food Svc Transport Driver Jefferson	Effective August 24, 2018 Replaces G. Hensen
Beverly Toft	From: 7 hr. Life Skills Para	To: 7 hr. Resource Para	Effective August 24, 2018
CLASSIFIED RESIGNATIONS			
Kyle Potter	Ext. Resource Para	Russell	Effective June 8, 2016
Bailey Bergdahl	SLP Para	Franklin	Effective June 8, 2018
Sarah Pyles	Life Skills Para	Jefferson	Effective June 8, 2018
CLASSIFIED RETIREMENTS			
None			
SUMMER SEASONAL HIRES			
Rebecca Bowler	Ext. Resource Para	Lowell	
Kim Lederer	Ext. Resource Para	Lowell	Replaces L. Kenaston
AUTHORIZED FTE			
FRC-FIT	2018-19 school year	District	Title 1 Part A \$50,000 Title 1 Part D \$30,000
FRC	2018-19 school year	District	Title 1 \$162,000
Federal Project Coord. McKinney-Vento Coord.	2018-19 school year	Admin	Title 1 \$76,000
ELL Tutor	2018-19 school year 4 hrs. per day	Admin	115-05-432-1000-50117-11804 Emergency Immigrant funding
ELL Tutor	2018-19 school year	District	12% Title III 115-05-432-1000-50250-11875 88% GF
Noon Duty	2018-19 school year 100 hrs. per year	Paxson	Pep Can funding \$1500
Paraeducators	2018-19 school year	District	Title 1 \$204,300

HIGH SCHOOL CERTIFIED PERSONNEL REPORT

CERTIFIED/LICENSED HIRES

Contingent upon satisfactory results of a criminal background check.

Joe Yakawich NT1	.50 FTE PLTW - Engineering	Sentinel	Replaces S. LaForest resign
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Hannah Ward NT1	1.0 FTE Spanish (1 yr. only)	Big Sky	Replaces J. Bostrom LOA
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CERTIFIED CHANGES IN ASSIGNMENT/FTE

Rachel Hughes	From: Preschool	To: Spec Ed Inst. Coach	Replaces S. Vaughn resign
	Jefferson	Admin	

EXTRA DUTY HIRES

Contingent upon satisfactory results of a criminal background check.

Jason Ferree	Head Football	Hellgate	Replaces J. Sessums
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Caroline Arsenault	Head Cheer	Hellgate	Replaces N. Gioia
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Alexandria Courtney	Asst. Girls Basketball	Sentinel	Replaces M. Stubbs
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Tyler Hobbs	Asst. Girls Basketball	Sentinel	Replaces J. Garland
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Lucas Johnson	Asst. Football	Big Sky	Replaces E. Schmidt
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Trampis Waite	Asst. Boys Basketball	Big Sky	Replaces J. Owsley
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Ryan Hansen	Asst. Boys Basketball	Big Sky	Replaces T. Hobbs
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Jay Owens	Asst. Football	Big Sky	Replaces A. Hartford
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Gary Stein	Head Boys Soccer	Sentinel	Replaces D. Lochridge
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EXTRA DUTY RESIGNATIONS

None

Summer ESY Program

Betty Bennett	MTDA Credit Recovery	Sentinel	Summer 2018
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Bethany Shepard	Pre-ETS Work-based Learning	District	Summer 2018
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Theresa McGeary	Web Resource	District	Summer 2018
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Laurie Zinke	Pre-ETS Work-based Learning	District	Summer 2018
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LanAnn Bryant	Pre-ETS Work-based Learning	District	Summer 2018
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Ashley House	Pre-ETS Work-based Learning	District	Summer 2018
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CERTIFIED RETIREMENTS

None

CERTIFIED RESIGNATIONS

None

OTHER AUTHORIZED FTE

MDTA ESY	June - Aug	Sentinel	Summer 2018
			215-05-420-1003-50112-21810

Pre-Employment Summer Transition ESY Program	June 2018	District	215-**-470-1000-50112-21680
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HIGH SCHOOL DISTRICT # 1 PERSONNEL BOARD REPORT JULY 10, 2018

[illegible]

HIGH SCHOOL CLASSIFIED PERSONNEL REPORT			
CLASSIFIED NEW HIRES			
Tyler Chipot	Info. Systems Support Specialist 8 hrs. per day / 250 days	Admin Bldg.	Replaces W. Scalise resign
CHANGE OF ASSIGNMENT / HOURS			
None			
CLASSIFIED RESIGNATIONS			
Laurie Mitzalis	Resource Para	Hellgate	Effective June 8, 2018 accepted MCPS teaching position
Abigail Margolis	Life Skills Para	Sentinel	Effective June 8, 2018
Lauryn Lynch	Life Skills Para	Big Sky	Effective July 12, 2018
Josey Exstrom	Life Skills Para	Big Sky	Effective June 8, 2018
AUTHORIZED FTE			
FRC-FIT	2018-19 school year	Willard / Sentinel / Hellgate	Title 1 Part A \$57,000 Title 1 Part D \$15,000
Health Assistant	Summer 2018	District	284-50-000-0000-20671-30135
Check Connect Coord	2018-19 school year	Sentinel	Title 1 Part A \$8900
FRC	2018-19 school year	Big Sky / Seeley Swan	Title 1 \$28,000
Federal Project Coord. McKinney-Vento Coord.	2018-19 school year	Admin	Title 1 \$51,000 Secondary
Sign Lang. Interpreter	Summer 2018 Total of 21 hours	District	215-50-470-1000-50117-21680
Title 1 Paraeducator	2018-19 school year	Big Sky	\$31,000