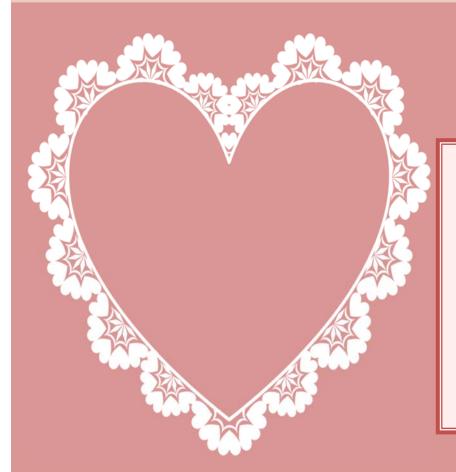
Livingston School District

Board of Education Meeting Agenda February 8th, 2022 6:00 PM Park High School Library



AGENDA

Notice of Public Comment P.2

Committee Assignments P.2

Agenda Items P.3

School Calendars P.5

Elementary Retirements P.13

Transportation Layover Adjustment P.15

L'Esprit CSCT February Contract P.16

OPI-DPHHS MOU P.17

January 11th Reg Board Minutes P.25

January 31st Special Board Minutes P.30

Whole Board Retirements P. 31

Educational Mission

The Educational mission of the Livingston School District, in partnership with the community, is to provide the opportunity for all students to learn, in a safe environment, the knowledge, skills and attitudes needed in order to become life-long learners and contributing citizens in a diverse society.

Board Members

Ted Madden—Board Chair

Dan Vermillion-Vice Chair

Tom Shellenberg

Druska Kinkie

Dann Babcox

Carol Goosey

George Bornemann

Mark Schulein

Robin Addicott

l

Notice Regarding Public Comment

Montana law requires school districts and other public agencies to include on the agenda for public meetings an item allowing public comment on any public matter not otherwise specifically listed on the agenda that is within the jurisdiction of the agency. The public comment portion of the agenda is not the time designated to hear items that are specifically listed/identified on the agenda.

For those individuals who desire to address the Board during the public comment portion of the meeting, if you haven't already done so, please sign your name to the sheet and indicate the general topic on which you will be commenting. The Board Chairperson will call individuals to speak in the order listed on the sheet provided. Please state your name prior to beginning your comment. There will be an opportunity for citizens who have not signed in to comment at the conclusion of the comment period. The Board would like to remind everyone in attendance to avoid violations of individual rights of privacy when providing comment. The Board is not authorized to hear comments on contested cases or other adjudicative proceedings.

By law, the District cannot take any action on any matter discussed during the public comment portion of the meeting as those matters are specifically noticed on the agenda. The Board may take a matter raised during the public comment period under consideration for inclusion on a future agenda.

In accordance with Montana law, citizens have the right to comment on an item that is specifically listed on the agenda. Citizens will be permitted to do so when the item comes up for discussion and action. The board chair will indicate when the public has the opportunity to comment prior to board action on a particular agenda item.

CONTACT INFORMATION

Livingston School District Board of Education

132 S. B Street

Livingston, Montana 59047

Tel. 406-222-0861

Fax 406-222-7323

FUTURE EVENTS/MEETINGS

Next Regular Board Meeting

March 8th, 2022

Park High School Library

Committee

Assignments

Negotiations

Tom Shellenberg George Bornemann Dann Babcox Dan Vermillion

Curriculum

Carol Goosey
Ted Madden
Mark Schulein
Dan Vermillion

Finance

Tom Shellenberg Druska Kinkie Dan Vermillion Robin Addicott

Policy

Druska Kinkie Carol Goosey Ted Madden Robin Addicott

Facilities

George Bornemann Dann Babcox Mark Schulein Tom Shellenberg

Calendar

Robin Addicott Druska Kinkie Dann Babcox

Community Relations

Ted Madden Carol Goosey Robin Addicott

Agenda Items

The Board May Reorder the Agenda at the Beginning of the Meeting

CALL TO ORDER

PUBLIC COMMENT

PRESENTATIONS

SGMS Presentation

INFORMATION ITEMS

Covid-19 Update

2022-2023, 2023-2024 Calendars

Science and Health/PE Curriculum Renewals

ELEMENTARY BOARD ACTION

Call for Elementary District Trustee and Levy Election

WHOLE BOARD ACTION

Call for High School District Trustee and Levy Election

ELEMENTARY CONSENT ITEMS

Expenditures

New Hires:

Charley May—7th Grade Girls Basketball Coach

Trista Baxter—East Side Permanent Substitute

Resignations:

Mareina Peterson—SGMS Instructional Paraeducator

Retirees:

Robin Lovec—East Side 5th Grade Teacher

David Pettit—SGMS 7th Grade Science Teacher

WHOLE BOARD CONSENT ITEMS

Expenditures

Bus Driver Layover Increase

L'Esprit CSCT February Contract

Minutes:

January 11th, 2022 Regular Board Meeting Minutes

January 31st, 2022 Special Board Meeting Minutes

New Hires

Samuel Wood-Corr—PHS Permanent Substitute Mary DuVernay—PHS Special Education Teacher

Andrew Farrar—Technology Technician

Retirees:

Lynnette Evanson—PHS English Teacher

Resignations:

Alicia Herman—Part Time POEE Teacher

February 8th 2022

Board Meeting

Whole Board Agenda Items

COMMUNICATIONS:

Superintendents Report Board Chair Report LEA Report LCEA Report

COMMITTEE REPORTS:

Negotiations

Finance

Policy

Calendar

Public Relations

Curriculum

Facilities

Members of the public who are not able to attend the meeting in person but wish to make a public comment to the board may submit a letter to jenny.stringer@livingston.k12.mt.us by 5:00 PM on February 8th, 2022

February 8th 2022 Board Meeting



LIVINGSTON BOARD OF EDUCATION
132 S. B STREET
406-222-0861
WWW.LIVINGSTON.K12.MT.US

2022-2023 - 2YK – 5 Elementary Calendar

Option 1

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2022-2023 - 2YK – 5 Elementary Calendar

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Teacher In-Service Day (no school for students)
Purple Friday (no school)

2022-2023 - Grade 9-12 School Calendar

Park High - Option 1

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Grades 9-12 Total Pupil Instruction days: Quarter 1: 43 Pl Quarter 2: 42 Pl Quarter 3: 42 Pl Quarter 4: 43 Pl Student School Day: 8:10 – 3:33 (Grade 9-12) Teacher Work Day: 8:00 – 3:45 (Grade 9-12)

First Day (August 25th) all students (9-12) & Last Day (June 9th) for students (9-11)

(Conference Week 11-7 through 11-10: 6.5 hrs. of PD) and (3-6 through 3-9)

Parent/Student/Teacher Conferences

FD/LD

PC

9th

GRD

9th grade orientation

Graduation Day for Seniors

2022-2023 - Grade 9-12 School Calendar

Park High - Option 2

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Holiday/ Vacation PIR PIR - No School for Students PD - No School for Students PD 9th grade orientation 9th GRD

Graduation Day for Seniors

PD/A Q NS FD/LD PC

9 – 12 Professional Development/Academic Help Session (Gold Ranger Friday)

End of Quarter

No School for Teachers or Students (Purple Friday)

First Day (August 25th) all students (9-12) & Last Day (June 9th) for students (9-11) Parent/Student/Teacher Conferences

(Conference Week 11-7 through 11-10: 6.5 hrs. of PD) and (3-6 through 3-9)

Grades 9-12 Total Pupil Instruction days: Quarter 1: 43 PI Quarter 2: 42 PI Quarter 3: 42 PI Quarter 4: 43 PI **Student School Day:** 8:10 – 3:33 (Grade 9-12) Teacher Work Day: 8:00 - 3:45 (Grade 9-12)

2023-2024 - Grade 9-12 School Calendar

Park High - Option 1

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Grades 9-12 Total Pupil Instruction days: Quarter 1: 43 Pl Quarter 2: 43 Pl Quarter 3: 42 Pl Quarter 4: 42 Pl Student School Day: 8:10 – 3:33 (Grade 9-12) Teacher Work Day: 8:00 – 3:45 (Grade 9-12)

End of Quarter

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Parent/Student/Teacher Conferences

First Day (August 24th) all students (9-12) & Last Day (June 7th) for students (9-11)

(Conference Week 11-6 through 11-9: 6.5 hrs. of PD) and (3-4 through 3-7)

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FD/LD

PC

PIR

PD

9th

PIR - No School for Students

PD - No School for Students

Graduation Day for Seniors

9th grade orientation

2023-2024 - Grade 9-12 School Calendar

Park High - Option 1

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Grades 9-12 Total Pupil Instruction days: Quarter 1: 43 Pl Quarter 2: 43 Pl Quarter 3: 42 Pl Quarter 4: 42 Pl Student School Day: 8:10 – 3:33 (Grade 9-12) Teacher Work Day: 8:00 – 3:45 (Grade 9-12)

January 27, 2022

Dear Dr. Scalia and Livingston School District,

This letter serves to notify you of my retirement at the end of this school year 21-22. Teaching in this community has been my passion. I am proud to say that between my parents and myself we have taught in this district for over 90 years. I was a student in this district as were my children. I can't think of a better place to be a student or a teacher. Though I am still devoted to this profession, I would like to find other ways to serve this community.

Robin Losen

Robin Love

Monday, January 17, 2022

David Pettit

1114 Ridgeview Trail

Livingston, Montana 59047

Dr. Lynn Scalia

Livingston School District 1 & 4

132 S B Street

Livingston, Montana 59047

Dr. Scalia,

It is with restrained excitement that I share my plans to retire June 7, 2022. I have loved working as a Middle School Life Science Teacher for the last twenty-four years. I served twenty-years at Sleeping Giant Middle School, and I am honored to end my career here.

During my time here, I have been able to work with, by my count, over two thousand students, providing not just instruction in science, but also offering guidance, support and mentorship to my students. I will always think back fondly on my time as an educator.

Please let me know what steps I need to take to formally begin the retirement process. I have been in contact MOPI and the District Office. I appreciate your guidance in handling the paperwork as soon as possible.

Sincerely,

David Pettit

WHOLE BOARD CONSENT

Transportation Layover Adjustment to \$1700/Hour

AGREEMENT L'ESPRIT

111 North 3rd Street Livingston, MT 59047

LIVINGSTON SCHOOL DISTRICTS #1 & 4

Administration Offices 132 South B Street, Livingston, MT 59047

Comprehensive School and Community Treatment Services

This Comprehensive School and Community Treatment Services Agreement (Agreement) is made and entered this 1st day of February 2022 by and between L'esprit, and Livingston School District's #1 & 4.

RECITALS

WHEREAS, L'esprit provides an array of mental health services to emotionally disturbed youth providing Comprehensive School and Community Treatment Services (CSCT) in Livingston School Districts; and

WHEREAS, the School District wishes to retain L'esprit to perform School Based Comprehensive School and Community Treatment Services to students enrolled in the School District who are authorized to receive CSCT services; and

WHEREAS, L'esprit is willing and able to render said services to those students in the School District authorized to receive CSCT services, pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Terms

This Agreement shall be effective as of the 1st day of February of 2022 and shall continue in effect through the 28th day of February, 2022, unless earlier terminated as provided in paragraph 7 below.

2. L'esprit Services

a. L'esprit, agrees to render CSCT services as provided herein and accordance with the Statement of Work attached hereto as Exhibit 1 and incorporated by reference. For the purposes of this Agreement, Comprehensive School and Community Treatment Services or CSCT shall mean mental health center services as defined in the State of Montana Administrative Rule 37.88.901. For the purpose of this agreement, CSCT is the only Mental Health Center service provided in conjunction with the School District. L'esprit shall maintain clinical records and monthly progress report including service documentation supporting the provision of CSCT services to the School District in sufficient amount to enable School District(s) contracted billing agent to bill for Medicaid covered services provided to Medicaid eligible children. All CSCT records maintained by L'esprit hereunder will be available by appropriate School District personnel to verify billing activity upon request. Furthermore, L'esprit agrees to bill third party insurers, student, and/or student families for all CSCT medical services provided to student as applicable to satisfy third party liability requirements and the requirements of any insurance coverage or other third-party payment sources. For those children ineligible for Medicaid, L'esprit will invoice the student or student's family for services rendered following the L'esprit fee schedule that is based on the student or students' family financial situation.

b. The CSCT mental health services to be provided to students by L'esprit pursuant to this Agreement and the eligibility criteria and referral processes related to such services, are separate and distinct from eligibility criteria, referral processes, and special education services provided free of charge pursuant to and as part of the Free Appropriate Public Education requirements of the Individuals with Disabilities Act. School District agrees to cooperate with and assist L'esprit in providing information and

documentation as necessary for L'esprit to demonstrate to third party insurers or other payers that the services provided under this Agreement are not services that a student is entitled to receive free of charge from the School District. In the event that any services provided by L'esprit are determined to be special education services which a student is entitled to receive free of charge from the School District as part of Free and Appropriate Public Education requirements of the Individuals with Disabilities Act, an Individual Education Plan will be developed by the School District and L'esprit will be paid by the School District for such services pursuant to the sliding scale fee schedule for CSCT services.

3. School District Services

- School District agrees to provide L'esprit with:
- i. Private office space dedicated to CSCT, which is soundproof enough that conversations cannot be heard outside the walls of the office which is adequate and appropriate for confidentiality and privacy for the services provided and treatment space available to CSCT large enough to host a group during both school and non-school days.
- ii. Program supports, including telephone, computer access, locking file cabinets and copying that the school will make available to CSCT staff while providing services within the school. These include phone access, computers that are able to be used at average local internet speeds, internet service, and software required that would need to be used on the computer, and school email access.
- Reasonable office supplies to support the provision of CSCT services in the School District.
 - iv. Provision of transportation.
- b. The school must describe the implementation of a school wide positive behavior intervention and support program as described in Administrative Rule of Montana 37.87.1802.
- c. Livingston School District agrees to provide training to L'esprit staff that is offered to Livingston School District teaching staff. This training will include, but not limited to First Aid/CPR and all regular scheduled trainings during the school year. L'esprit staff's time will be compensated through L'esprit during all training time.

4. Compensation

L'esprit will submit claims and/or statements for reimbursement to all identified potential payers according to the Fee Schedule attached hereto as Exhibit 2 and by reference made a part of this Agreement.

5. Manner of Payment

L'esprit will submit Medicaid billing for CSCT reimbursement under the School District Medicaid number. L'esprit will assume all responsibility for Medicaid reimbursement collection and request for payment denial appeals. L'esprit shall be permitted to and shall be responsible to bill student, student's family, third party insurers and any other identified potential payers for services provided hereunder, as applicable. As a condition of providing services to a student, L'esprit may require students or the parent or guardian of students, to execute such documents as L'esprit deems appropriate, including but not limited to treatment consent, assignment of insurance benefits, payment agreements and authorizations for release of information. The District and L'esprit acknowledge that in-kind services of the District cannot be billed to Medicaid as match, and that the State has provided a temporary gap fund for such match, estimated to last a period of 2 months.

6. Status as Independent Contractors

This Agreement shall not constitute, create or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties to recover third party or

Medicaid payments. Each party to the Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein

- a. Ineligible for employee benefits: L'esprit and its employees shall not be eligible for any benefit available to employees of the School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, saving plans, and the like.
- b. Payroll Taxes: No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to L'esprit under this Agreement. L'esprit agrees to pay all state and federal taxes and other levies and charges for the staff they employ. L'esprit agrees to defend, indemnify and hold School District harmless from any and all liability resulting from any failure to do so.

7. Termination

Either party may terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying such default. This Agreement may also be terminated by School District without prior notice if: (i) Montana DPHHS for any reason terminates Medicaid coverage of the CSCT program in the State of Montana; (ii) Montana DPHHS no longer allows the School District to seek payment of Medicaid reimbursement for the provision of CSCT services to Medicaid eligible children, (iii) Temporary gap funding provided by the state for the District match is no longer available, or (iv)L'esprit does not meet federal and state CSCT licensure and service requirements.

8. Termination of Services and Return of Property

Upon the expiration or earlier termination of this Agreement, L'esprit shall immediately terminate the services hereunder, and shall deliver promptly to School District all student records, office space, phone, computer, printer, Internet, e-mail access and reasonable office supplies.

9. Changes

School District may, at any time by written order, make changes in L'esprit's work within the general scope of the Statement of Work. If any change under this section causes an increase or decrease in L'esprit's cost of, or time required for, the performance of any part of the work, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly. In addition, the parties agree to negotiate in good faith to revise this Agreement in the event of (i) legislation or court action that affects this Agreement or State Medicaid Coverage; (ii) changes in the funds available that affect this Agreement; or (iii) other changes reasonably requested by School District necessary to make this Agreement consistent with federal and state Medicaid billing requirements. In the event the parties are not able to negotiate an equitable adjustment as a result of changes in the cost of L'esprit's services, or are not able to negotiate a revision due to the other reasons set forth above, this Agreement shall immediately terminate.

10. Standard of Performance

L'esprit warrants and represents that it possesses the skill and professional competence, licensure and expertise to undertake the obligations imposed by this Agreement. L'esprit agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

11. Indemnification

L'esprit agrees to defend, indemnify, and hold School District harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of (i) the negligence or willful misconduct of L'esprit, its employees or agents, which occurs during its performance of its obligations under this Agreement and/or (ii) a breach by L'esprit of its obligations under this Agreement.

The School District agrees to defend, indemnify, and hold L'esprit harmless from and against any and all claims, losses, liabilities, or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of (i) acts or omissions of the School District, its employees or agents, and/or (ii) a breach by the School District of its obligations under this Agreement.

12. Insurance

L'esprit agrees to carry for the term of this Agreement, the following insurance in the amounts indicated with insurance carriers that are licensed in the state(s) where the services will be performed. [Note: counsel for each district should judge the adequacy of the required coverage.]

- a. COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate including coverage for Subcontractor's obligations, operations, promises, independent contractors, products/completed operations, personal injury and advertising injury on a per-project basis.
- b. BUSINESS AUTOMOBILE LIABILITY insurance with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage for all owned, non-owned and hired vehicles.
- c. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY insurance in the state(s) where the work will be performed whether or not required by law with statutory,

limits for workman's compensation and limits not less than \$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 each disease, including occupational disease.

PROFESSIONAL LIABILITY in the amount of \$2,000,000.

A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. All of the above policies shall be written on an occurrence form. Claims made forms are not acceptable except for Professional Liability. Upon the request of the School District, L'esprit will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policies and limits are in effect. All policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. No reduction in coverage or cancellation of policies shall be effected without first giving the School District 30 day written notice. The policies (except for workers' compensation) shall name School District as additional insureds.

13. Compliance

L'esprit represents that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. L'esprit agrees to comply with all federal, state and local statutes, regulations, ordinances and rules as well as any and all School District policies and procedures relating, directly or indirectly, to L'esprit's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and procurement integrity.

14. Medicaid Repayment

In the event that, after L'esprit's receipt of payment from Medicaid through the School District, Medicaid determines for any reason through an audit or otherwise that the School District and L'esprit were not entitled under applicable state and federal laws, regulations and rules to certain Medicaid payments for CSCT service, then L'esprit is obligated to repay to Medicaid all such payments. L'esprit and the School District may appeal this determination and request a hearing pursuant to applicable state and federal laws, rules and regulations. The decision to appeal such a determination shall be L'esprit's alone, and the School District shall cooperate to the extent necessary.

15. Miscellaneous

- a. Survival. The obligations assumed by L'esprit pursuant to paragraph 5 hereof shall survive the expiration or early termination of this Agreement.
- b. Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.
- c. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.
- d. Governing law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Montana, without regard to choice of law principle. The parties agree that the venue for legal actions related to this Agreement shall be the state and U.S. Federal courts for the State of Montana in or reasonably near the county in which the School District's central office is located.

- e. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by L'esprit without the prior written approval of the School District. Approval may be withheld in the sole and absolute discretion of the School District.
- f. Notices; All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. All notices will include a designated receiver, also inclusive in the address. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.
- g. Records; Inspection. L'esprit shall maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All service/program notes, books, medical records, document, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by School District and/or the Montana Department of Public Health and Human Services and/or Centers for Medicare and Medicaid Services and their designees, during L'esprit's usual business hours and upon prior notice. L'esprit shall retain all medical service progress notes, student case files/medical records, financial and other records pertaining to its work under this Agreement for seven (7) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.
- h. Partial Invalidity; if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- Entire Agreement; This Agreement contains the entire agreement and understanding of the
 parties with respect to the subject matter hereof, and supersedes and replaces any and all prior
 discussions, representations and understandings, whether oral or written.

IN WITNESS THEREOF, L'esprit has caused its name to be hereunto subscribed by its Representative and the said School District has caused its name to be hereunto subscribed by the Chairman of its Board and its Superintendent on the dates recorded below.

By: Chantelle Plauche', LCSW, CEO, L'esprit	Date	
By: Superintendent		Date
By: Principal		Date

By: Principal	Date
By: Principal	Date
By: Principal	Date
By: Principal	Date

Exhibit 1

Statement of Work

L'esprit will provide, in partnership with the School District the following services and documented processes:

- Meet all program requirements as required by the State and Federal standards for CSCT.
- Ensure all eligible children within the CSCT sites, as appropriate, who meet the described criteria for service, are considered for admission to the program;
- 3. Provide as directed in ARM 37.87.1802, a specific enrollment process that includes the CSCT licensed or in-training mental health professional and a school administrator or designee. Such referral process will ensure that a youth have access to services prioritized according to acuity and need. In addition, current case load considerations will be made in terms of a wait-list and near-term discharges.
- 4. Ensure that all staff ratios and caseload requirements meet current state and Federal standards; in the case of unforeseen circumstance, L'esprit may temporarily stop providing CSCT services when in absence of qualified staff to meet program requirements. When possible L'esprit will provide unbundled services until qualified staff is retained.
- 5. Develop and implement a CSCT plan of treatment in cooperation with the District for child enrolled in CSCT services. In accordance with ARM 37.87.1802, the role of the school counselor and the school psychologist, as appropriate will be identified in the provisions of mental health services and supports to youth including coordination with the CSCT program.
- Provide treatment, crisis management, and discharge planning services to enrolled children;
- Provide 90-day updates to the child's plan of treatment to the District and pertinent agencies;
- Provide for family involvement in treatment and discharge planning and in the course of treatment:
- Provide continuing contact and information exchange with persons and agencies significantly involved in each child's treatment in accordance with HIPAA.
- Ensure that all available financial resources for support of service including third party insurance and parent payment are utilized;
- Bill all third parties for services provided to non-Medicaid eligible children including family members; and
- 12. Ensure that service delivered is adequately documented to support the reimbursement received.

Exhibit 2

Fee Schedule and Billing Process

- L'esprit will provide CSCT services to enrolled clients/students authorized to receive CSCT services.
- L'esprit billing manager at the below address will work with the School District staff to obtain a CSCT Medicaid provider number for the school district. For Medicaid eligible students, L'esprit will bill Medicaid using the School District CSCT Medicaid provider number. L'esprit Offices: 124 South Main Street, Ste. 203, Livingston, MT 59047.
- 3. For those students who are Medicaid eligible, L'esprit will bill Medicaid at L'esprit's rate of \$17.24 per 15-minute unit of service. For those students who are not Medicaid eligible, L'esprit will bill the student, the student's parent or guardian, third party insurer, or any other payor source according to its sliding fee schedule for CSCT services.
- 4. Medicaid payments for services provided will be sent by Medicaid to the School District and possibly with an attached Explanation of Benefits (EOB). EOBs will be viewed and printed from the Montana Medicaid website by the L'esprit billing manager for L'esprit's purposes.
- 5. For those students who are Medicaid eligible, the School District will pay L'esprit at the first A/P cycle following receipt of Medicaid payment and corresponding invoice from L'esprit. If the first A/P cycle of the school district is less than every other week. The School District will pay L'esprit at a minimum of every other week with the corresponding invoice from L'esprit. If the School District needs an invoice for payment this process can be arranged through the L'esprit billing manager.
- L'esprit will conduct random chart audits, twice per year, checking billed services against the clinical chart and make these audits available to the appropriate School district administrator.
- 7. The School District will be responsible to certify the non-federal match for CSCT services provided to Medicaid eligible students once per year. The School District will be responsible to maintain a record of the total Medicaid payments for Medicaid CSCT and disbursements to L'esprit. L'esprit will assist the School District in understanding how to fulfill its responsibility with regard to compliance with state requirements.
- L'esprit will be responsible for all billing and collection of payment for non-Medicaid CSCT clients.
- Once per month, L'esprit will provide the School District with a list of students enrolled in and students discharged from the CSCT program.
- Payments for services will be submitted to: L'esprit, 111 North 3rd Street, Livingston, MT, 59047

Regular Board Meeting January 11, 2022 PHS Library

Present: Dan Vermillion, Druska Kinkie, Ted Madden, George Bornemann, Carol Goosey, Robin Addicott.

Tom Shellenberg

Present Via Telephone: Dann Babcox

Absent: Mark Schulein

Board Chair, Ted Madden began the meeting at 5:30 PM with the pledge and reading the district mission.

Board Chair Ted Madden adjourned the board into executive session for litigation discussion at 5:30 PM.	Executive Session – Litigation Strategy
The board reconvened in open session at 5:45 PM	
Dan Vermillion moved that the Letter of Understanding dated January 10 th , 2022 to settle the claims of Sue Meador against the Livingston School District, which has been accepted by Ms. Meador and the Livingston Education Association, be accepted by the Livingston School District subject to the parties executing a Settle and Release Agreement which contains the provisions of	
the Letter of Understanding and with the understanding that the amount of the settlement will be paid to Ms. Meador by the District's insurer. Dan Vermillion also moved that the Chair of the Board of Trustees be authorized to sign the Letter of Understanding on behalf of the District and the Settlement and Release Agreement when approved by counsel.	
Carol Goosey seconded the motion. All trustees voted in favor of the motion.	
George Bornemann moved to accept the items listed in the Elementary portion of the consent agenda, with the removal of Tonya Scott as a new hire, as presented in the board packet dated January 11 th , 2022. Carol Goosey seconds the motion. All trustees voted in favor of the motion	Elementary Consent agenda
Druska Kinkie moved to accept the items listed under the whole board portion of the consent agenda as presented in the board packet dated January 11 th , 2022. Dan Vermillion seconded the motion. All trustees voted in favor of the motion.	Whole Board Consent agenda
LEA Co-President Randy Mogen reported negotiations are progressing and coming to a consensus. The discussion will now focus on the financial parts. Teachers are hoping to keep schools	Communications: Lea Report

open to onsite learning. There is high concern among staff to make sure staff and students are safe.	
Negotiations Committee: Tom Shellenberg reported things are progressing well and it feels good to move forward.	Committee Reports:
Finance Committee: Tom Shellenberg reported the committee continues to work through finances and the budget.	
Policy Committee: Druska Kinkie reported the committee went through the policies for bus procedures.	
Calendar Committee: Robin Addicott reported the committee is looking at a 2 year calendar. They meet again tomorrow.	
Superintendent Advisory Council – Lynne Scalia reported the first meeting will be held this Thursday.	
Facilities Committee – George Bornemann reported the committee met and discussed the status of Washington school. Discussions will continue.	
Board Chair Ted Madden read public comment emailed to the board from Bonnie Minnick which addressed her concerns Regarding the ARP-ESSER funding that the school district received and the required district plan that was submitted to the state. Mrs. Minnick questions whether or not there was adequate opportunity for public input.	Public Comment
SGMS Middle School Principal Brian Murakami introduced the founders of Community School Collaborative, Yvonne Brutger and Barbara Prager. Ms. Brutger and Ms. Prager presented on their program at Sleeping Giant Middle School and the help of community volunteers. Dr. Scalia stated the Community School Collaborative is a model of collective impact at work and is considered a model throughout the state.	Presentation: Community School Collaborative
Dr. Scalia reported she is impressed with employees, community members, administrators and support staff as we work through all issues. Parents continue to be understanding. \$73,000 of the dollar for dollar tax credits were claimed by the district between 8:00 AM and 8:03 AM on January 3 rd . District office staff were able to get in 8 of the 14 donations before the state cap was reached. All donors were contacted. Todd Wester and the nurses received an ARPA grant to help fund the hire of	Communications: Superintendent's Report

another position to help with Covid related nurse duties. Work is continuing on curriculum and micro-credentials through TILT and the Professional Development Base camp. Teams from other schools visit our district to observe our MTSS model. District teachers such as Chris Pavlovich continue to mentor. Mrs. Pavlovich is the recipient of the Presidential Award of excellence in Math and Science.

Information Items: Covid-19 Update

Dr. Scalia reported that covid-19 cases continue to rise, therefore there are no recommendations for changes in masking protocols at this time. Dr. Desnick, from Park County Health, informed us that tests are running low, so we must rely on other mitigation strategies. Fill rates for staff absences are typically between 46% - 51% on any given day. despite the low fill rates we are able to stay open because of the following:

*Long Term subs

*6-12 Teachers fill in for colleagues which allows substitutes to cover in the K-5 schools

We do intend to make masks optional as soon as we get through the current surge. Parents who want their children masked will have the opportunity to continue to wear a mask or they will be able to enroll in the online school.

Public Comment:

Jay O'Dell commented on his concerns regarding the effects masking has on the mental health of students.

Jason Flug commented on his concerns with masking. Mr. Flug stated we are being lied to by the Government and Dr. Faucci and the community has had enough. The epidemic is about fear and money and could go on forever.

Stephanie O'Dell commented on her concerns with her daughter's declining mental health due to the mean treatment she receives from teachers and being singled out for her inability to wear a mask.

End of Public Comment

Dann Babcox commented that we need to find out what is happening between teachers and students. Kids need to keep learning and cannot feel like they are being targeted.

George Bornemann agreed with Trustee Babcox. He agrees with keeping teachers safe but should make sure we are not shaming kids.

Dr. Scalia commented relationships are really important to teachers. We have been able to work through these types of issues to make sure kids feel comfortable.

Ted Madden commented we have expectations, and have to make hard decisions, however the exception should not be shaming. We support masking at this time to keep everyone healthy, and the school staffed enough to stay open. Tom Shellenberg commented he always refers back to the district mission which states we will provide students a safe environment for students. Finding that balance is hard, but he will choose to side with masking.	
Druska Kinkie moved to approve the substitute pay adjustment as presented in the board packet dated January 11 th , 2022. Dan Vermillion seconded the motion.	Whole Board Action: Substitute Pay Adjustment
Public Comment: David Swanson commented the pay sounds good but would be better if it was more. Jessica Sullivan Commented it is good to see the increase in sub pay however it should be higher especially since Bozeman pays \$125.00 per day. Paraeducators should have increased pay as well. End of Public Comment	
George Bornemann commented he would like to see higher pay for everyone however the state legislatures need to increase school funding.	
Robin Addicott clarified that Bozeman's substitute pay is not \$125.00 per day but \$114.00 per day.	
All trustees voted in favor of the motion.	
Druska Kinkie moved to approve the transportation policies as presented in the board packet dated January 11 th , 2022. Robin Addicott seconded the motion. All trustees voted in favor of the motion.	Whole Board Action: Transportation Policies
Jordan Viegut reported on the modules of the new PHS Digital Literacy course. George Bornemann moves to approve the Park High School Digital Literacy Course as presented in the board packet dated January 11 th , 2022. Ted Madden seconded the motion.	Whole Board Action: New Course Adoption: PHS Digital Literacy

All trustees voted in favor of the motion.	
At 7:00 PM Board Chair Ted Madden determined an individual's right to privacy outweighed the public's right to know and convened the board into executive session.	Executive Session – Student Expulsion Hearing
The board reconvened into open session at 7:20 PM. Tom Shellenberg move to expel student A for one calendar year. Druska Kinkie seconded the motion. All trustees voted in favor of the motion.	
The meeting adjourned at 7:30 PM	

Regular Board Meeting January 31, 2022 ZOOM

Present: Dan Vermillion, Druska Kinkie, George Bornemann, Robin Addicott, Tom Shellenberg, Carol

Goosey

Present Via Telephone: Mark Schulein Absent: Ted Madden, Dann Babcox

Board Vice Chair Dan Vermillion began the meeting at 10:00 AM with reading the district mission.

Whole Board Action Item: Purchase of Shuttle Bus

Lynne Scalia, Nate Parseghian and Josh Viegut reported on the need to purchase the shuttle bus to aide in transporting students to activities. The shuttle bus is a 2019 Chevrolet Diamond with approximately 1600 mile. The bus can be delivered in 15 to 30 days.

Tom Shellenberg commented the finance committee met and recommends the board approves the purchase.

Tom Shellenberg moved to approve the purchase of the 2019 Chevrolet Diamond shuttle bus as presented at the January 31st, 2022 Special Board Meeting.

Druska Kinkie seconds the motion.

All trustees voted in favor of the motion.

The meeting adjourned at 7:11 AM.

To Whom It May Concern,

This year I hit the 40-year mark. It has been 11 years as a **beginner** in North Dakota, and 29 years as a **novice** at Park High. In addition, there were three years as an **expert**, as I was a graduating Senior from PHS in 1977.

Now in January of 2022, I am submitting my letter of resignation after the 2022 school year. This building, its students, faculty, and current administration, have been a part of what has defined me, both as teacher and individual. Teaching was "in me" from the early days of college, and it has been a tremendous gift to experience the majority of 40 years back in my hometown.

It is clear I am an English teacher and what should be a simple statement has become an essay. I am forever grateful to have been *teacher*.

Warmest regards,

Lynnette Evanson