

# Livingston School District

Board of Education Meeting Agenda  
March 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 Zoning P.5  
    Board Policies P.7  
Notice of Intent to Increase Nonvoted Levies P.11  
2022-2023, 2023-2024 Calendars P.12  
March L'Esprit CSCT Contract P.18  
February 8th Reg Board Minutes P.29  
February 11th Special Board Minutes P.32  
Whole Board Resignations P.33

## 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

# **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

April 12th, 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

**Executive Session:** Consideration of Termination of a Classified Employee

### PUBLIC COMMENT

### PRESENTATIONS

Professional Learning Base Camp—Patti Durgan & Sarah Dahl

### COMMUNICATIONS

Superintendent's Report

### INFORMATION ITEMS

PHS/SGMS World Languages  
ARP HCY Grant and CHP  
Zoning Request for Scenic Drive Property  
Board Policies 1012FE, 3110, 3121  
Elementary Levy Election Discussion

### ELEMENTARY BOARD ACTION

K-8 Science Curriculum Renewal  
Resolution of Intent to Impose an Increase in Levies for the Elementary District

### WHOLE BOARD ACTION

Resolution of Intent to Impose an Increase in Levies for the High School District  
2022-2023, 2023-2024 Calendars  
K-12 Health/PE Curriculum Renewals

### ELEMENTARY CONSENT ITEMS

Expenditures

#### New Hires:

Sydney Booth—Winans High Needs Paraeducator

#### Resignations:

**Fred Amborn**—East Side Instructional Paraeducator

Retirees: No Retirees

March 8th 2022  
Board Meeting

# Agenda Items Cont'd

## WHOLE BOARD CONSENT ITEMS

Expenditures  
L'Esprit CSCT March Contract

### Minutes:

February 8th, 2022 Regular Board Meeting Minutes  
February 11th 2022 Special Board Meeting Minutes

### New Hires

Jeff Gentry—Interim Part Time Transportation Director  
Clarke Smith—Interim Part Time Transportation Director

### Retirees: No Retirees

### Resignations:

CJ Kellough—Transportation Director

## COMMUNICATIONS:

Board Chair Report  
LEA Report  
LCEA Report

## COMMITTEE REPORTS:

Negotiations  
Finance  
Policy  
Calendar  
Public Relations  
Curriculum  
Facilities

March 8th 2022

Board Meeting

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](mailto:jenny.stringer@livingston.k12.mt.us) by 5:00 PM on March 8th, 2022

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

**LIVINGSTON SCHOOL DISTRICT 4& 1**

*Lynne Scalia, Ed.D. – Superintendent*

132 South B Street  
Livingston, MT. 59047

406-222-0861

[www.livingston.k12.mt.us](http://www.livingston.k12.mt.us)

---

February 15, 2022

Mathieu Menard  
City of Livingston Planning Department  
Livingston, Montana 59047

Dear Mr. Menard:

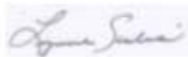
As the City of Livingston considers the zoning designation for the Livingston School District property on Scenic Drive, please consider a designation of R3. As the school district plans for the future, possible planning options for the parcel include public school facilities with the possibility of providing housing options for staff. If R3 is allowed, it could provide opportunities for the school district to negotiate with third parties for purchase of a portion of the land to develop into multi-family options for teacher and support staff recruits, and possibly senior citizens and workforce housing; all so desperately needed in our community.

Defining the zoning now provides more options for the school district and sets neighborhood understanding and community expectations of possible uses. The expansion of use of this property for other purposes that would complement the school district would be fully realized with R3 instead of R2. As the north side is one of few areas left for future development in the city, the request for R3 is also an attempt to bolster the value and desirability of the school land for future planning should housing options for staff be a possibility.

In speaking with City Planning, we understand that the area in closest proximity to this parcel is R2. We ask you to consider that there are several areas within a few blocks that have been designated R3, so this is not a zoning request that is not already in place in certain parts of the neighborhood. While we understand that the growth plan calls for more in-fill development and ADU's focused on the south side, we all know there is a wide range of housing needs that exist. The school district understands the transportation issues on the north side of the city and concerns about traffic movement. The planning process for a public school takes years.

We are appreciative of the questions answered by you and City Manager Kardoes. Your consideration for R3 zoning on the Scenic Drive property is also appreciated. R2 is preferable to Public if R3 is not considered at this time.

Sincerely,



Lynne Scalia, Ed.D.,  
Superintendent



**LEGAL NOTICE OF A PUBLIC HEARING BEFORE  
THE CITY OF LIVINGSTON ZONING COMMISSION**

A public hearing before the Livingston Zoning Commission will be held at 5:30 p.m. on Tuesday, March 8, 2022 virtually via Zoom (details below). The Purpose of this hearing is to receive public comment regarding a Zone Map Amendment from the provisions of Chapter 30 of the Livingston Municipal Code. Specifically, the amendment is to zone the legally described as Lot 1 of Subdivision 183, in Section 14 (S14), Township Two South (T02S), Range Nine East (R09E) as shown on the map below. The Livingston School District is the owner of the property and has requested a zoning of R-III.

For further information, please contact Mathieu Menard at the City Planning Office at (406)222-4903 or [planning@livingstonmontana.org](mailto:planning@livingstonmontana.org).

To attend via Zoom please use the link or call the phone number below, the passcode listed will be required to join the meeting:

Zoning Commission Zoom Meeting:

<https://us02web.zoom.us/j/89451133021?pwd=L0NwMk1TOHhwZWk3dnJFd1ZsYS9lZz09>

Telephone: (669) 900 9128

Meeting ID: 894 5113 3021

Passcode: 886821

**Livingston School District**

**FLEXIBILITY AND EFFICIENCY**

1012FE

Non-voted Levy for Excess IDEA Costs

It is the policy of the District to increase the flexibility and efficiency of the District's resources by utilizing provisions in law that allow the District to levy amounts necessary to provide FAPE to resident students with special needs.

In addition to use of a tuition levy to pay tuition for out-of-district attendance of a resident pupil, a school district may also include in its tuition levy an amount necessary to pay for the full costs of providing a free appropriate public education to any child with a disability who lives in the District. The amount of the levy imposed for the costs associated with educating each child with a disability must be limited to the actual cost of service under the child's individualized education program minus:

- A. the student's state special education payment;
- B. the student's federal special education payment;
- C. the student's per-ANB amount;
- D. the prorated portion of the district's basic entitlement for each qualifying student; and
- E. the prorated portion of the district's general fund payments in 20-9-327 through 20-9-330 for each qualifying student.

Legal Reference:	20-5-324(5)(a)(iii), MCA	Tuition report and payment provisions
	20-9-327, MCA	Quality Educator Payment
	20-9-328, MCA	At-Risk Student Payment
	20-9-329, MCA	Indian education for all payment
	20-9-330, MCA	American Indian achievement gap payment

Policy History:

Adopted on:

Reviewed on:

Revised on:

1 **Livingston School District**

2  
3 **STUDENTS**

3121  
page 1 of 2

4  
5 Enrollment and Attendance Records

6  
7 Since accurate enrollment and attendance records are essential both to obtain state financial  
8 reimbursement and to fulfill the District's responsibilities under the attendance laws, staff shall  
9 be diligent in maintaining such records.

10  
11 A district may only include, for ANB purposes, any student who participates in pupil instruction  
12 as defined in Section 20-1-101(17), MCA and for whom ANB may be claimed under Title 20,  
13 including but not limited to an enrolled student who is:

- 14
- 15 x A resident of the district or a nonresident student admitted by trustees under a student  
16 attendance agreement and who is attending a school of the district;
  - 17
  - 18 x Unable to attend school due to a medical reason certified by a medical doctor and  
19 receiving individualized educational services supervised by the district, at district  
20 expense, at a home or facility that does not offer an educational program;
  - 21
  - 22 x Unable to attend school due to the student's incarceration in a facility, other than a youth  
23 detention center, and who is receiving individualized educational services supervised by  
24 the district, at district expense, at a home or facility that does not offer an educational  
25 program;
  - 26
  - 27 x Living with a caretaker relative under Section 1-1-215, MCA;
  - 28
  - 29 x Receiving special education and related services, other than day treatment, under a  
30 placement by the trustees at a private nonsectarian school or private program if the  
31 student's services are provided at the district's expense under an approved individual  
32 education plan supervised by the district;
  - 33
  - 34 x Participating in the Running Start Program at district expense under Section 20-9-706,  
35 MCA;
  - 36
  - 37 x Receiving education services, provided by the district, using appropriately licensed  
38 district staff at a private residential program or private residential facility licensed by the  
39 Department of Public Health and Human Services;
  - 40
  - 41 x Enrolled in an educational program or course provided at district expense using electronic  
42 or offsite delivery methods, including but not limited to tutoring, distance learning  
43 programs, online programs, and technology delivered learning programs, while attending  
44 a school of the district or any other nonsectarian offsite instructional setting with the  
45 approval of the trustees of the district;
  - 46



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

- x A student of the district completing work on a proficiency basis in accordance with Sections 20-9-311(4)(d) and 20-9-324(18)(b), MCA;
  - x A student gaining credit for participating in a work-based learning program pursuant to [New Section 8] of Chapter 247, Laws of 2021 and Policy 2600;
  - x A student participating in an “innovative educational program” as defined in Section 15-30-3102, MCA;
  - x A resident of the district attending a Montana job corps program under an interlocal agreement with the district under Section 20-9-707, MCA; or
  - x A resident of the district attending a Montana Youth Challenge Program under an interlocal agreement with the district under Section 20-9-707, MCA.
  - x A student with a disability who is over 19 years old but under 21 years of age, has been enrolled by the Board of Trustees in accordance with Policy 3110, and qualifies in accordance with Section 20-9-311(7), MCA, to remain enrolled and be served by schools, if the following criteria are satisfied:
    - the student has not graduated;
    - the student is eligible for special education services and is likely to be eligible for adult services for individuals with developmental disabilities due to the significance of the student's disability; and
    - the student's individualized education program has identified transition goals that focus on preparation for living and working in the community following high school graduation since age 16 or the student's disability has increased in significance after age 16.
- In order for a student who is served through distance learning or offsite delivery methods to be included in the calculation of average number belonging, the student must meet one or more of the conditions for participating in offsite instruction pursuant to Section 20-7-118, MCA.
- Enrollment for Purposes of Participation in Extracurricular Activities By an Unenrolled Child or Part Time Enrolled Student
- The District shall include for ANB purposes a child who during the prior school year:
- a. resided in the District;
  - b. was not enrolled in the District or was not enrolled full time; and
  - c. completed an extracurricular activity with a duration of at least 6 weeks in accordance with Policy 3510.

1  
2  
3  
4 Each completed extracurricular activity that, inclusive of practices and post-season tournaments,  
5 lasts 6 weeks or longer shall be counted as one-sixteenth enrollment. Each completed  
6 extracurricular activity lasting longer than 18 weeks may be counted as one-eighth enrollment. A  
7 child may not be counted as more than one full-time enrollment for ANB purposes.

8  
9 For purposes of calculating ANB under this section, "extracurricular activity" means:

- 10 a. a sport or activity sanctioned by an organization having jurisdiction over interscholastic  
11 activities, contests, and tournaments;  
12 b. an approved career and technical student organization, pursuant to Section 20-7-306,  
13 MCA; or  
14 c. a school theater production.

15  
16 Homeless Youth and Foster Children

17 Assignment to schools shall be subject to modification when federal law applicable to students  
18 placed in foster care or students who are homeless requires that such students be educated in a  
19 "school of origin" that differs from the assigned school.

20  
21

22	Cross References:	Policy 3510	School Sponsored Activities
23		Policy 2600	Work Based Learning
24			
25	Legal Reference:	§ 1-1-215, MCA	Residence – rules for determining
26		§ 20-9-311, MCA	Calculation of average number belonging (ANB)
27			-- three-year averaging.
28		§ 20-9-706, MCA	Running start program – authorizing class credits at
29			postsecondary institution – eligibility – payment for
30			credits
31		§ 20-9-707, MCA	Agreement with Montana youth challenge program
32			or accredited Montana job corps program
33		29 U.S.C. 794	Nondiscrimination under Federal grants
34			and programs
35		34 CFR 300.1, et seq.	Assistance to states for the education of children
36			with disabilities
37		Chapter 297	2021 General Legislative Session
38		Chapter 269	2021 General Legislative Session
39		Chapter 247	2021 General Legislative Session
40		Chapter 406	2021 General Legislative Session

41  
42  
43 Policy History:

44 Adopted on:

45 Reviewed on:

46 Revised on:

**Livingston School District 4 & 1**  
**Resolution of Intent to Impose an Increase in Levies**

As an essential part of its budgeting process, the Livingston School District 4 & 1 Board of Trustees is authorized by law to impose levies to support its budget. State law requires the District to provide notice of its intent to increase non-voted levies in the ensuing fiscal year. However, understanding the District's tax structure requires considering all levies – both voted and non-voted. To reduce confusion and increase transparency, this notice contains projections for all of the District's levies. The District estimates the following increases/decreases in revenues and mills for all district levies for the school fiscal year beginning July 1, 2022:

<u>Elementary</u>	<u>Current Year Levies</u>		<u>2022-23 Projections - Elementary District</u>			
	\$	Mills	Change in \$	Change in Mills	Est. Annual Tax Impact on \$100,000 home	Est. Annual Tax Impact on \$200,000 home
General Fund	2,387,909	72.23	(3,206.23)	-0.10	(0.13)	(0.26)
Transportation	166,151	5.03	6,811.74	0.21	0.28	0.56
Tuition	95,670	2.89	(370.00)	-0.01	(0.02)	(0.03)
IT	100,000	3.02	-	0.00	-	-
Building Reserve - Voted	320,000	9.68	-	0.00	-	-
Building Reserve - Permissive	81,948	2.48	2,629.23	0.08	0.11	0.21
Debt Service	-	0.00	-	0.00	-	-
<b>Total</b>	<b>\$ 3,151,678.47</b>	<b>95.33</b>	<b>\$ 5,864.74</b>	<b>0.18</b>	<b>\$ 0.24</b>	<b>\$ 0.48</b>

<u>High School</u>	<u>Current Year Levies</u>		<u>2022-2023 Projections - High School District</u>			
	\$	Mills	Change in \$	Change in Mills	Est. Annual Tax Impact on \$100,000 home	Est. Annual Tax Impact on \$200,000 home
General Fund	1,543,821	32.45	4,542.48	0.10	0.13	0.26
Transportation	140,000	2.94	38,000.00	0.80	1.08	2.16
Bus Depreciation	120,000	2.52	(32,228.12)	-0.68	(0.91)	(1.83)
Tuition	62,000	1.30	7,800.00	0.16	0.22	0.44
Adult Ed	38,325	0.81	1,260.00	0.03	0.04	0.07
IT	100,000	2.10	-	0.00	-	-
Debt	985,743	20.72	4,136.00	0.09	0.12	0.23
Building Reserve	-	0.00	-	0.00	-	-
Building Reserve - Permissive	50,424	1.06	2,559.32	0.05	0.07	0.15
<b>Total</b>	<b>3,040,312</b>	<b>63.91</b>	<b>26,069.68</b>	<b>0.56</b>	<b>0.74</b>	<b>1.48</b>

The District intends to use the permissive Building Reserve levy listed above for school facility maintenance projects identified on the 2008 Facilities Condition Inventory report and on the deferred maintenance list as funding allows.

These estimates are based on the current year's taxable value with no increase, as required by state law. If the District's taxable value increases as expected, the mill and taxpayer cost increases will be less than presented here. These estimates are preliminary and changes are expected before the final budgets are set in August. These estimates are the District's best estimates at the current time.

## 2022-2023 - 2YK – 5 Elementary Calendar

### Option 2

July '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	PIR	PIR	FD	25	26	27
28	29	30	31			

September '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	PIR	24
25	26	27	28	29	30	

PI 6/8

PI 20/21

October '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	MEA	MEA	22
23	24	25	26	27	Q2	29
30	31					

November '22						
Su	M	Tu	W	Th	F	S
		1	2	3	NS	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	PD	H	H	26
27	28	29	30			

December '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	V	H	24
25	H	H	V	V	V	31

PI 19/21

PI 18/19

PI 15/15

January '23						
Su	M	Tu	W	Th	F	S
1	H	V	4	5	6	7
8	9	10	11	12	13	14
15	V	17	Q3	19	PIR	21
22	23	24	25	26	27	28
29	30	31				

February '23						
Su	M	Tu	W	Th	F	S
			1	2	PIR	4
5	6	7	8	9	10	11
12	13	14	15	16	PD	18
19	20	21	22	23	NS	25
26	27	28				

March '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	V	V	V	V	V	25
26	27	28	29	30	31	

PI 18/19

PI 17/19

PI 18/18

April '23						
Su	M	Tu	W	Th	F	S
						1
2	Q4	4	5	6	PD/H	8
9	H	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '23						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	PD	13
14	15	16	17	18	19	20
21	22	23	24	25	NS	27
28	H	30	31			

June '23						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	Q4	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

PI 18/19

PI 20/21

PI 6.5/7

Q1: 44 PI Q2: 44 PI Q3: 44 PI Q4: 43.5 PI Total: 175.5 PI

7 PIR Days 4 PD Days

■ School Closed/ Holidays

■ Teacher in-Service Day (no school for students)

■ 1<sup>st</sup>/Last/Quarters

■ No School

# 2023-2024 - 2YK-5 Option 2

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	PIR	PIR	FD	24	25	26
27	28	29	30	31		

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	PIR	23
24	25	26	27	28	29	30

PI 7/9

PI 19/20

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	MEA	MEA	21
22	23	24	25	26	Q2	28
29	30	31				

November 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	NS	4
5	6	7	8	9	PD	11
12	13	14	15	16	17	18
19	20	21	PD/V	H	H	25
26	27	28	29	30		

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	H	23
24	H	H	V	V	V	30
31						

PI 20/22

PI 17/19

PI 15/15

January 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	H	V	3	4	5	6
7	8	9	10	11	12	13
14	V	16	Q3	18	PIR	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	PIR	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	NS	24
25	26	27	28	29		

March 2024						
Su	Mo	Tu	We	Th	Fr	Sa
						2
3	4	5	6	7	8	9
10	V	V	V	V	V	16
17	18	19	20	21	22	23
24	25	26	27	28	H	30
31						

PI 19/20

PI 19/20

PI 14/15

April 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	H	2	Q4	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	PD	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	PD	11
12	13	14	15	16	17	18
19	20	21	22	23	NS	25
26	H	28	29	30	31	

June 2024						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	LD	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

PI 20/21

PI 20/21

PI 4.5/5

Q1: 44 PI Q2: 44 PI Q3: 44 PI Q4: 43.5 175.5 PI Days 7 PIR Days 4 PD Days

	School Closed /Holiday		Teacher In-Service Day (no school for students)
	1 <sup>st</sup> /Last/Quarters		Purple Friday (no school)

# 2022-2023 - Grade 6-8 School Calendar

## Sleeping Giant Middle School

July 2022						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	PIR	PIR	6th only	FD	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	PD	24
25	26	27	28	29	30	

6 PI

20 PI

October 2022						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	PD/D	8
9	10	11	12	13	14	15
16	17	18	19	MEA	MEA	22
23	24	25	26	27	Q1	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	S
		1	2	3	NS	5
6	7	8	9	PC	PD	12
13	14	15	16	17	18	19
20	21	22	PIR/V	H	H	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	V	V	24
25	H	V	V	V	V	31

18 PI

17 PI

15 PI

January 2023						
Su	M	Tu	W	Th	F	S
1	H	V	4	5	6	7
8	9	10	11	12	13	14
15	V	17	18	Q2	PIR	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	S
			1	2	PIR	4
5	6	7	8	9	10	11
12	13	14	15	16	PD/D	18
19	20	21	22	23	NS	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	PC	10	11
12	13	14	15	16	17	18
19	V	V	V	V	V	25
26	27	28	29	30	31	

18 PI

17 PI

18 PI

April 2023						
Su	M	Tu	W	Th	F	S
						1
2	Q3	4	5	6	PD/T	8
9	H	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	PD	13
14	15	16	17	18	19	20
21	22	23	24	25	NS	27
28	H	30	31			

June 2023						
Su	M	Tu	W	Th	F	S
				1	2	3
GRD	5	6	7	8	LD	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

18 PI

20 PI

7 PI

H/V
PIR
PD
6th
GRD

- H/V Holiday/ Vacation
- PIR PIR – No School for Students
- PD PD – No School for Students
- 6th 6th grade orientation
- GRD Graduation Day for Seniors

PD
Q
NS
FD/LD
PC

- PD 6-8 Professional Development (8-3:30)
- Q End of Quarter
- NS No School for Teachers or Students (Purple Friday)
- FD/LD First Day (August 25<sup>th</sup>) all students (6-8) & Last Day (June 9<sup>th</sup>) for students (6-8)
- PC Parent/Student/Teacher Conferences (Conference Week 11-7 through 11-18: 6.5 hrs. of PD) and (3-6 through 3-17)

Grades 6-8 Total Pupil Instruction days: 174

Student School Day: 8:08 – 3:28 (Grade 6-8)

Teacher Work Day: 8:00 – 3:30 (Grade 6-8)

# 2023-2024 - Grade 6-8 School Calendar

## Sleeping Giant Middle School

July 2023						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	PIR	PIR	6th only	FD	25	26
27	28	29	30	31		

September 2023						
Su	M	Tu	W	Th	F	S
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	PD	23
24	25	26	27	28	29	30

7 PI

19 PI

October 2023						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	PD/D	7
8	9	10	11	12	13	14
15	16	17	18	MEA	MEA	21
22	23	24	25	26	Q1	28
29	30	31				

November 2023						
Su	M	Tu	W	Th	F	S
			1	2	NS	4
5	6	7	8	PC	PD	11
12	13	14	15	16	17	18
19	20	21	PIR/V	H	H	25
26	27	28	29	30		

December 2023						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	V	23
24	H	H	V	V	V	30
31						

19 PI

17 PI

15 PI

January 2024						
Su	M	Tu	W	Th	F	S
	H	V	3	4	5	6
7	8	9	10	11	12	13
14	V	16	17	Q2	PIR	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	M	Tu	W	Th	F	S
				1	PIR	3
4	5	6	7	8	9	10
11	12	13	14	15	PD/D	17
18	19	20	21	22	NS	24
25	26	27	28	29		

March 2024						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	PC	10	9
10	V	V	V	V	V	16
17	18	19	20	21	22	23
24	25	26	27	28	H	30
31						

19 PI

18 PI

15 PI

April 2024						
Su	M	Tu	W	Th	F	S
	H	2	Q3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	PD/T	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	PD	11
12	13	14	15	16	17	18
19	20	21	22	23	NS	25
26	H	28	29	30	31	

June 2024						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	LD	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

20 PI

20 PI

5 PI

H/V
PIR
PD
6th

Holiday/ Vacation

PIR – No School for Students

PD – No School for Students

6<sup>th</sup> grade orientation

PD/D
Q
NS
FD/LD
PC

6-8 Professional Development 6.5 hours/No School for Students

End of Quarter

No School for Teachers or Students (Purple Friday)

First Day (August 24<sup>th</sup>) all students (6-8) & Last Day (June 7<sup>th</sup>) for students (6-8)

Parent/Student/Teacher Conferences

(Conference Week 11-6 through 11-17: 6.5 hrs. of PD) and (3-4 through 3-22)

Grades 6-8 Total Pupil Instruction days: 174

Student School Day: 8:08 – 3:28 (Grade 6-8)

Teacher Work Day: 8:00 – 3:30 (Grade 6-8)

# 2022-2023 - Grade 9-12 School Calendar

## Park High – Option 2

July 2022						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	PIR	PIR	9 <sup>th</sup> only	FD	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	PD	24
25	26	27	28	29	30	

6 PI

20 PI

October 2022						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	PD/A	8
9	10	11	12	13	14	15
16	17	18	19	MEA	MEA	22
23	24	25	26	27	Q1	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	S
		1	2	3	NS	5
6	7	8	9	PC	PD	12
13	14	15	16	17	18	19
20	21	22	PIR/V	H	H	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	PD/A	10
11	12	13	14	15	16	17
18	19	20	21	V	H	24
25	H	H	V	V	V	31

18 PI

17 PI

14 PI

January 2023						
Su	M	Tu	W	Th	F	S
1	H	V	4	5	6	7
8	9	10	11	12	PD/A	14
15	V	17	18	Q2	PIR	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	S
			1	2	PIR	4
5	6	7	8	9	10	11
12	13	14	15	16	PD/A	18
19	20	21	22	23	NS	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	PC	PD/A	11
12	13	14	15	16	17	18
19	V	V	V	V	V	25
26	27	28	29	30	31	

17 PI

17 PI

17 PI

April 2023						
Su	M	Tu	W	Th	F	S
						1
2	Q3	4	5	6	PD/H	8
9	H	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	PD/A	29
30						

May 2023						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	PD/A	13
14	15	16	17	18	19	20
21	22	23	24	25	NS	27
28	H	30	31			

June 2023						
Su	M	Tu	W	Th	F	S
				1	2	3
GRD	5	6	7	8	LD	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

17 PI

20 PI

7 PI

H/V	Holiday/ Vacation
PIR	PIR – No School for Students
PD	PD – No School for Students
9 <sup>th</sup>	9 <sup>th</sup> grade orientation
GRD	Graduation Day for Seniors

PD/A	9 – 12 Professional Development/Academic Help Session (Gold Ranger Friday)
Q	End of Quarter
NS	No School for Teachers or Students (Purple Friday)
FD/LD	First Day (August 25 <sup>th</sup> ) all students (9-12) & Last Day (June 9 <sup>th</sup> ) for students (9-11)
PC	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 2

July 2023						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	PIR	PIR	9 <sup>th</sup> only	FD	25	26
27	28	29	30	31		

September 2023						
Su	M	Tu	W	Th	F	S
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	PD	23
24	25	26	27	28	29	30

7 PI

19 PI

October 2023						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	PD/A	7
8	9	10	11	12	13	14
15	16	17	18	MEA	MEA	21
22	23	24	25	26	Q1	28
29	30	31				

November 2023						
Su	M	Tu	W	Th	F	S
			1	2	NS	4
5	6	7	8	PC	PD	11
12	13	14	15	16	17	18
19	20	21	PIR/V	H	H	25
26	27	28	29	30		

December 2023						
Su	M	Tu	W	Th	F	S
					PD/A	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	V	23
24	H	H	V	V	V	30
31						

19 PI

17 PI

14 PI

January 2024						
Su	M	Tu	W	Th	F	S
	H	V	3	4	5	6
7	8	9	10	11	PD/A	13
14	V	16	17	Q2	PIR	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	M	Tu	W	Th	F	S
				1	PIR	3
4	5	6	7	8	9	10
11	12	13	14	15	PD/A	17
18	19	20	21	22	NS	24
25	26	27	28	29		

March 2024						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	PC	PD/A	9
10	V	V	V	V	V	16
17	18	19	20	21	22	23
24	25	26	27	28	H	30
31						

18 PI

18 PI

14 PI

April 2024						
Su	M	Tu	W	Th	F	S
	H	2	Q3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	PD	20
21	22	23	24	25	PD/A	27
28	29	30				

May 2024						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	PD/A	11
12	13	14	15	16	17	18
19	20	21	22	23	NS	25
26	H	28	29	30	31	

June 2024						
Su	M	Tu	W	Th	F	S
						1
GRD	3	4	5	6	LD	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 PI

20 PI

5 PI

H/V
PIR
PD
9 <sup>th</sup>
GRD

Holiday/ Vacation  
 PIR – No School for Students  
 PD – No School for Students  
 9<sup>th</sup> grade orientation  
 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 24<sup>th</sup>) all students (9-12) & Last Day (June 7<sup>th</sup>) for students (9-11)  
 Parent/Student/Teacher Conferences  
 [Conference Week 11-6 through 11-9: 6.5 hrs. of PD] and (3-4 through 3-7)

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

**AGREEMENT  
L'ESPRIT  
111 North 3<sup>rd</sup> 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 1<sup>st</sup> day of March, 2022 by and between L'esprit, and Livingston Public Schools, Districts 4 and 1.

**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 1<sup>st</sup> day of March, 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**

a. 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.

iii. 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.**

## **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; or (iii) 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.

- d. 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



---

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:

1. Meet all program requirements as required by the State and Federal standards for CSCT.
2. 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.
6. Provide treatment, crisis management, and discharge planning services to enrolled children;
7. Provide 90-day updates to the child's plan of treatment to the District and pertinent agencies;
8. Provide for family involvement in treatment and discharge planning and in the course of treatment;
9. Provide continuing contact and information exchange with persons and agencies significantly involved in each child's treatment in accordance with HIPAA.
10. Ensure that all available financial resources for support of service including third party insurance and parent payment are utilized;
11. 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

1. L'esprit will provide CSCT services to enrolled clients/students authorized to receive CSCT services.
2. 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 the established Frontier rate of \$71.20 per day 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.
6. 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 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.
8. L'esprit will be responsible for all billing and collection of payment for non-Medicaid CSCT clients.
9. Once per month, L'esprit will provide the School District with a list of students enrolled in and students discharged from the CSCT program.
10. Payments for services will be submitted to: L'esprit, 111 North 3<sup>rd</sup> Street, Livingston, MT, 59047

## ADDENDUM

### Comprehensive School and Community Treatment Services

This Addendum to the Comprehensive School and Community Treatment Services Agreement (the "Agreement") is made and entered into this 8<sup>th</sup> day of March, 2022, by and between L'esprit, hereinafter referred to MHC, and Livingston Public Schools, Districts 4 and 1, hereinafter referred to as the School District.

### RECITALS

WHEREAS, the parties entered into a contract February 1<sup>st</sup>, 2022, for the provision of Comprehensive School and Community Treatment Services ("CSCT").

The parties wish to continue the provision of services but are awaiting adoption of final administrative regulations by the Montana Department of Public Health and Human Services ("DPHHS") and finalization of the Intergovernmental Transfer process with the Office of Public Instruction ("OPI") and DPHHS.

The parties wish to enter into a month-to-month agreement to ensure the continuity of services and updates on billing.

### AGREEMENT

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

#### 1. Term

This Agreement shall be effective as of March 8, 2022 and shall continue in effect through March 31st, 2022.

#### 2. Compensation.

For Medicaid eligible children receiving Medicaid covered and medically necessary CSCT services, the School District shall pay MHC at the rate of 71.20 per student per service day. MHC shall submit claims to DPHHS for services provided to students for the previous month. The School District agrees to remit any match requirements to OPI and/or DPHHS for the submitted claims if state funding for the match has been exhausted during the term of this Addendum. The School District agrees to remit payment of the agreed upon service day rate to MHC within ten (10) business days of receipt of reimbursement from DPHHS.

#### 3. Effect of Addendum

The terms and conditions of the Agreement dated March 1<sup>st</sup>, 2022, shall control to the extent the terms and conditions have not been modified by this Addendum. If there is a conflict, the terms and conditions of this Addendum shall control.

For \_\_\_\_\_, MHC

By: \_\_\_\_\_

For \_\_\_\_\_ School District

By: \_\_\_\_\_

Superintendent

Regular Board Meeting  
February 8<sup>th</sup>, 2022  
PHS Library  
6:00 PM

Present: Dan Vermillion, Druska Kinkie, Ted Madden, George Bornemann, Carol Goosey, Robin Addicott, Tom Shellenberg, Dann Babcox, Mark Schulein  
Board Chair, Ted Madden began the meeting at 6:00 PM with the pledge and reading the district mission.

<p>SGMS Principal Dorel Hogle and team updated the board on the intent of the student intervention focus period and use of data. A student made video highlighting student leadership programs was shown. An update on the Cougar Coffee Company was given by Resource Teacher Connor Webb.</p>	<p>Presentation: SGMS Presentation on Student Leadership</p>
<p>Superintendent Dr. Scalia updated the board on her recommendation to make masks optional on February 21<sup>st</sup>. The Substitute pool is getting larger which is helping with staffing absences. Vaccinations are available for individuals age 5 and up. The school nurses and Dr. Desnick are onboard with mask optional on February 21<sup>st</sup>.</p>	<p>Information Items: Covid -19 Update</p>
<p>Patti Durgan presented on the school calendars. They have 2 options for the board to consider. They received input from the unions as well as the community. The committee has gone with a two year calendar. The elementary (k-5) calendars look very similar to the calendars created in past years. Randy Mogen represented the High School Calendar. One major change will be adding Martin Luther King Jr. day as a holiday to the two year calendar. Susan Martinson who spoke on behalf of the middle school calendar said they hope to align with the high school calendar but need to look closer at student release times. The teacher's union has voted on the two options and the majority of votes went to option 2.</p>	<p>Information Items: 2022-2023, 20223-2024 Calendars</p>
<p>Jordan Viegut presented on the curriculum renewals. The Curriculum Committee will meet before the March board meeting in order to bring recommendations to the full board for consideration.</p>	<p>Information Items: Science and Health/PE Curriculum Renewals</p>
<p>Dan Vermillion moved to hold an elementary trustee election on the formally scheduled school election day of May 3<sup>rd</sup>, 2022. If it is later determined the election is not required, the Board of Trustees authorizes Josh Viegut, election administrator, to cancel that portion of the election in accordance with 13-1-301 and 20-3-313 MCA. Ted Madden seconded the motion. All trustees voted in favor of the motion.</p> <p>Dan Vermillion moved to hold an elementary levy election on the formally scheduled school election day of May 3<sup>rd</sup>, 2022. If it is later</p>	<p>Elementary Board Action: Call for Elementary Trustee Election and Elementary Levy Election</p>

<p>determined the election is not required, the Board of Trustees authorizes Josh Viegut, election administrator, to cancel that portion of the election in accordance with 13-1-301 and 20-3-313 MCA. Carol Goosey seconded the motion. All trustees voted in favor of the motion.</p>	
<p>Druska Kinkie moved to hold High School trustee election on the formally scheduled school election day of May 3<sup>rd</sup>, 2022. If it is later determined the election is not required, the Board of Trustees authorizes Josh Viegut, election administrator, to cancel that portion of the election in accordance with 13-1-301 and 20-3-313 MCA. Robin Addicott seconded the motion All trustees voted in favor of the motion.</p> <p>Tom Shellenberg moved to hold a high school levy election on the formally scheduled school election day of May 3<sup>rd</sup>, 2022. If it is later determined the election is not required, the Board of Trustees authorizes Josh Viegut, election administrator, to cancel that portion of the election in accordance with 13-1-301 and 20-3-313 MCA. Dan Vermillion seconded the motion. All trustees voted in favor of the motion.</p>	<p>Whole Board Action: Call for High School District Trustee and Levey Election</p>
<p>Carol Goosey Moved to accept the items under the elementary portion of the consent agenda as presented in the board packet dated February 8<sup>th</sup>, 2022 Dan Vermillion seconded the motion. All trustees voted in favor of the motion.</p>	<p>Elementary Consent Agenda</p>
<p>Robin Addicott moved accept the items as listed under the whole board consent portion of the agenda as presented in the board packet dated February 8<sup>th</sup>, 2022. Druska Kinkie seconded the motion. All trustees voted in favor of the motion.</p>	<p>Whole Board consent Agenda</p>
<p>Dr. Scalia thanked the Administrators, Teachers, Support Staff and Nurses for getting us through the hard work during the Pandemic. Todd Wester did a great job organizing the February 4<sup>th</sup> SEL day. This professional learning day was attended by certified staff, classified staff and community partners. It had been a pleasure watching the Calendar Committee work on the two year calendar. The IT department continues to work on creating the next iteration of a technology plan. The community has no idea how much work the school board puts in on committee work: Facilities, Finances, Policy and Negotiations committee all required multiples hours of work this past month.</p>	<p>Communications: Superintendent's Report</p>

<p>Board Chair Ted Madden reported the past few years have been the most difficult since his time on the board. It is encouraging to hear the work being done. More hard work will be needed after the pandemic. Mr. Madden appreciates the hard work and caring everyone has done.</p>	<p>Communications: Board Chair Report</p>
<p>Randy Mogen reported it has been the hardest two years for teachers, but everyone continues to show up and work toward the shared vision with leadership and the board. Negotiations is still going well. Will begin meeting again in early March.</p>	<p>Communications: LEA Report</p>
<p>Finance Committee: Tom Shellenberg reported the trustees met in a Special board meeting a week ago and approved the purchase of a shuttle bus that does not require a CDL to help with field trips and activities.</p> <p>Negotiations Committee: Tom Shellenberg reported negotiations with both unions have gone through most of the language changes. New data will hopefully be available by March 1<sup>st</sup> to help in the financial discussion.</p> <p>Policy Committee: Druska Kinkie reported the committee met with Bob Stevenson and looked at Policies 3110, 3121 regarding educating 19 year olds and Policy 1012FE regarding permissive tuition levies. Will look at making these changes at the March board meeting.</p> <p>Public Relations Committee – No report</p> <p>Curriculum Committee – No Report</p> <p>Facilities Committee – George Bornemann reported they are looking at proposals for analysis of Washington School.</p>	<p>Communications: Committee Reports</p>
<p>The Meeting adjourned at 7:20 PM</p>	

Special Board Meeting  
February 11<sup>th</sup>, 2022  
10:00 AM  
ZOOM

Present: Tom Shellenberg, George Bornemann, Ted Madden, Robin Addicott, Dann Vermillion, Dan Babcox, Druska Kinkie

Absent: Carol Goosey, Mark Schulein

Board Chair Ted Madden began the meeting at 10:05 with the District mission.

Board Action: Revision of Board Policy 3311 – Firearms and Weapons

Dr. Scalia informed the board of the legislative changes that enable school boards to modify requirements of expulsion related to firearms and weapons. The revision of board policy 3311 will give the Superintendent authority to use their discretion on a case by case basis and modify the requirement of expulsion of a student if the superintendent deems such modification be warranted under the circumstances. The administration can still recommend expulsion of a student for a period of one year to the board if it is determined that the circumstances warrant a recommendation of expulsion.

George Bornemann motioned to approve the revision to school board policy 3311.

Ted Madden seconded the motion.

All trustees approve the motion.

The meeting adjourned at 10:12 AM.



02/14/22

To whom it may concern,

With heavy heart, I announce that I Charles Kellough resign from my position as the Transportation Director for the Livingston School District. My last day will be 2/28/2022.

It has been a pleasure to work with the staff at Livingston Schools, the School Board, and the Community of Livingston.

Sincerely,

A handwritten signature in cursive script that reads "Charles Kellough". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Cj Kellough