

## April 16, 2025 Agenda Regular Meeting of Trustees

The regular meeting of the Board of Trustees of School District #35 has been scheduled for **April 16, 2025** at **6 PM** in the **Library** and via **Google Meet** (<https://meet.google.com/yrq-efcu-iat>)

### Call to Order

### Pledge of Allegiance

### Presiding Trustee's Explanation of Procedures

### Public Comment- Non Agenda Items

### GUESTS:

Bozeman Public School District 7

### Consent Agenda

**Minutes:** Minutes: March 26, 2025 Regular Meeting and April 2, 2025 Special Board Meeting; **Finance:** March Warrants; **Personnel:** None

### Superintendent Report

### Old Business

#### Discussion Items:

Committee Updates

Staff and Teacher Compensation - STARS Act Requirements

#### Action Items:

Board Self-Evaluation and Action Plan

Stay Interview Questions

Open Ed Contract and Services

Budget Amendment Resolution

Rural Improvement District

Safety/Security Film for Front Doors

### New Business

#### Discussion Items:

Health Insurance

#### Action Items:

Staff Non-Renewal Without Cause

PDAC Schedule for 25-26

Negotiations - Memorandum of Understanding - STARS Act Requirements

Negotiations - Salary Schedule for 25-26

PreSchool Attendance Requirements

Behavior Matrix

25-26 Governing Board Meeting Calendar

### Adjournment

The Core Purpose of Gallatin Gateway School is to embrace an engaging learning culture in a safe, nurturing environment where each student thrives now and into the future.

## Excerpt from GGS Policy #1441- Audience Participation

### Audience Participation

The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. The Board also recognizes the statutory and constitutional rights of the public to participate in governmental operations. To allow fair and orderly expression of public comments, the Board will permit public participation through oral or written comments during the “public comment” section of the Board agenda and prior to a final decision on a matter of significant interest to the public. The Chairperson may control such comments to ensure an orderly progression of the meeting.

Individuals wishing to be heard by the Chairperson shall first be recognized by the Chairperson. Individuals, after identifying themselves, will proceed to make comments as briefly as the subject permits. The Chairperson may interrupt or terminate an individual’s statement when appropriate, including when statements are out of order, too lengthy, personally directed, abusive, obscene, or irrelevant. The Board as a whole shall have the final decision in determining the appropriateness of all such rulings. It is important for all participants to remember that Board meetings are held in public but are not public meetings. Members of the public shall be recognized and allowed input during the meeting, at the discretion of the Chairperson.

Cross Reference: 1420 School Board Meeting Procedure

Legal Reference: Article II, Section 8, Montana Constitution – Right of participation  
Article II, Section 10, Montana Constitution – Right of privacy  
§§ 2-3-101, et seq., MCA Notice and Opportunity to Be Heard

#### ***GoogleMeet procedures:***

1. *Login details are on the district website -- [See District Calendar](#)*
2. *Please ensure your mic is muted until called upon by the Chair*
3. *Public Comment is accepted two times during the meeting:*
  - a. *During non-agenda public comment for items not on the agenda*
  - b. *When the Chair opens it for public comment as determined appropriate*
4. *To participate from a mobile device or computer:*
  - a. *Please use the “Raise Hand” button under “Participants” button at the bottom of your screen*
  - b. *Once called on please unmute yourself to provide comments*
5. *To participate from a phone when dialed in:*
  - a. *\*9 to raise and lower hand for public comment*
  - b. *Once called on please press \*6 to unmute yourself to provide comment*



**MARCH 26, 2025 MINUTES  
REGULAR MEETING  
BOARD OF TRUSTEES, GALLATIN GATEWAY SCHOOL DISTRICT #35  
\*\*DRAFT\*\***

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**CALL TO ORDER**

The Board of Trustees of the Gallatin Gateway School District #35 met at 6:00 P.M. on March 26, 2025, in the Gallatin Gateway School Old Boardroom and via Google Meet. Board Chair Tim Melton presided and called the meeting to order at **6:02 PM**.

**TRUSTEES PRESENT**

Tim Melton, Board Chair; Aaron Schwieterman, Board Vice Chair; Lucas Hancox; Carissa Paulson.  
Google Meet: None

**TRUSTEES ABSENT**

Brian Nickolay

**STAFF PRESENT**

Kelly Henderson, Superintendent; Mary Thurber, District Clerk  
Google Meet: None

**OTHERS PRESENT**

Madeline Barry; Alex Frieling; Hannah Hancox; Dennis Johnson; Lain Kay; Brennan Kilty; Jeff Krogstad; Joey Parrish; Melissa Sharpe; Nic Villano; Marie Welch.

Google Meet: akdanceful@yahoo.com; Jimothy; Laura; Ashley Davis; KaSandra DeVries; Maddy Herron; Erica Parrish; Brad Parsch; Madison Phelps; Paige Schladetsch; Mariel Warren.

**PLEDGE OF ALLEGIANCE**

The meeting attendees recited the *Pledge of Allegiance*.

**PRESIDING TRUSTEE'S EXPLANATION OF PROCEDURES**

Board Chair Tim Melton explained the public comment process to be followed for addressing the Board in accordance with Gallatin Gateway School policy. He noted: 1) that prior to a vote the public may comment on agenda items; 2) there will be time for public comment on non-agenda items; 3) public comment periods are not intended to be a question and answer session.

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

The following comments (not transcribed verbatim) were made in regard to the resignation of Paige Schladetsch, former Gallatin Gateway School Music Teacher, and the culture/atmosphere at Gallatin Gateway School. Please refer to the meeting recording for additional information:

Neal Krogstad: Jeff Krogstad read a letter on behalf of his wife, Neal Krogstad. Please see Meeting documents for complete transcript of the letter.

Jeff Krogstad: In regards to the school having a bullying culture, it does not. On the one hand, 16 years ago, that was true. We are 180 degrees opposite to what that was. The characterization of this school is from the reference point of one person who has resigned. It has caused a lot of heartache because you have a lot of teachers that have spent Spring Break on how they are going to respond to this because it is an attack on them as well because it is not the culture that is present in this School District right now. I am standing up here getting emotional because I don't like the thought that we are having this conversation right now because this Gateway Community has several teachers that have been here a long time and that are not here because they are grieving for the loss of one of their former students. It's important to understand that this is a community supported school and there are two sides to every story and one side of this story that has been brought up cannot be brought up in a public forum because it is a personnel issue and I support the fact that the School Board understands this and I trust the School Board because straight down from the School Board to Ms. Henderson and the other staff myself and my wife stand by and stand behind everybody that is doing an amazing job in this School. Thank you.

Lain Kay: I am here about the band. I don't know if you all know but I do contribute specifically to the band every year - 2,000 dollars. I am very concerned about not having a teacher and the reasons we do not have a teacher which I understand are conflicts between the teacher and the Superintendent. For me, Gallatin Gateway School has a responsibility to prepare students for that music program in the High School which is probably the most tremendous music program in the State. And, when we don't have a band here and I have been through band in and out here for even longer than your wife (Neal Krogstad) has been here. And, I am just so disappointed that I'm not hearing anything about replacing her. I did see her work; I came to the Christmas concert and listened to the 6 band members who went from 5th grade to 6th grade. They were such a treat to see, they played on their own, they knew what they were doing. When you get into 6th grade and the band elective gets put up against other electives for them to hang onto the band meant that we were going to go someplace and send these students to Gallatin High School to participate in that band. And, I think this School has that responsibility to prepare students to take part in the High School band. There are not only sports scholarships folks, there are college scholarships for people in music. I was a beneficiary when I was in school; I still play. I had a music scholarship just to play in the orchestra at the University of Kentucky. And, we all think scholarships and athletics but there are other parts of life and to have these six kids to not have a teacher and a band to continue to play and to prepare themselves for the Gallatin High School because Gallatin High School if you come in there and have not played an instrument they don't want to see you. And, I have had some rounds with Gallatin High School about that attitude but that is kind of the fact of life. We have sent two students from this School into that band at the High School but that was a couple years ago. So, I am just so disappointed that it has occurred. I thought the teacher, all the kids in the concert, the singers looked really happy to be singing; my assessment of her was that she was doing a fine job. I was very disappointed not to see 7th and 8th grade participating in the concert but I was told "they don't really get music," and that is also concerning for the music program here. I have been a staunch supporter of art and music in this school and it's been a real struggle. I wish you all would consider what you are going to do for those six kids. If you have to pay, using my money, for private lessons for them, so be it. I think that is one way to get that settled so that they can go on. I don't know what to say about the teacher who had just started, but she had a really good program, they

were well-started, and I played so I think you would be remiss if you didn't make that happen. Thank you.

Joey Parrish: I want to bring up my concern about transparency, communication with parents across the board. Everything from the pre-K program with, for example, the change of age being admitted into the program. We have a child on the waitlist. We got no notification that things had changed. That is a concern for us. The fact that I believe we are not renewing the science teacher this coming year, do we have a plan to cover that? Are we just covering that legally or do we have a plan to get these kids the core classes in STEM? Just transparency is all I ask.

Erica Parrish: Tonight I speak not only as a parent but also as a voice for many former employees of Gateway School who were silenced, never gotten given the opportunity to be heard. The issue at hand is much bigger than Paige although that seems to be the focus for many. Her situation simply shed light on the long standing problem; however her experience is not unique. If you listen and if you ask, many will share similar stories. Gateway has many strengths and I do not speak knowing that you as Board members are volunteers and I understand that and like I said there are a lot of great things happening in the community and in the school. However, deep flaws cannot be ignored. Our students and staff deserve the best, and it is your responsibility to uphold policies that protect everyone in our school, not just a select few. Now, I have done a lot of research, and I've spoken to a lot of people so these are not accusations. These are quotes. And, so I just wanted to take a moment to share. In Kelly's three years as an administrator, one third of staff have left each year. This is public record and can be found in the board minutes. The feedback we've gathered from former employees is overwhelmingly consistent. Intimidation, bullying, toxic environment, lack of support, and deep hurt. Many have stated they would never return as long as she remains in leadership. Now our children are the ones suffering. Why does my child and others have to go without essential programs like music. This is unacceptable. The question is what's next? Who is next to go? Here are a few testimonies from those who have experienced her first hand. Click culture. If you're not in the click, you are ignored. Generally positive but if administration disliked you, it was tough. Culture ebbed and flowed, but the worst was the end of my third year under Kelly. I disliked the way she treated some teachers. On the last day of school, she embarrassed me in front of my colleagues, dismissing my knee pain and telling me to exercise. I debated returning but ultimately left because of her treatment. Another person said, "Many clicks, I felt left out, disrespected. Staff culture was strong, but admin created tension. People worried about who would tell all to stay on." [Others said] "Hostile, unwelcomely, cold, and hostile environment." What message is Gateway modeling to our children? That bullying is acceptable? That yelling, intimidation, and exclusion are normal. This is not the standard we should accept. It's time for action. It's time for accountability. Thank you.

Paige Schladetsch: Okay. Thank you. Good. Hello, my name is Paige Schladetsch and I am speaking tonight to advocate for the students at Gallatin Gateway School. My resignation from Gateway and the resignations of other staff members before me are a force at hand from the culture and environment set forth by your superintendent. I was yelled at by your superintendent in front of my students for a perceived issue that could have been solved one on one or if it were a different teacher in my place, an issue that would never have been an issue at all. After my asking to discuss the incident and being declined, I was then ignored for three weeks, even on my last day. I was treated poorly by the administration in your building for most of my time as a teacher at Gateway. And, my decision to resign, driven by this grave incident, was in protection of my own physical health, mental health, and livelihood. Yelling at staff or students is extremely unprofessional, inappropriate and alarming for someone given the job of leading a community of young people. Kids see everything. They see how you act, how you respond, how you carry yourself and how you treat others. My students saw me leave not for my abilities but for my morality. They saw me stand up against poor treatment. They saw me stand up for my self-worth. I taught them, even in my final days, that it matters who we are and who

we choose to be. What did you teach them? Your silence and partiality as an administration is a dangerous message to send to these students. If you are not well-liked for reasons I have yet to understand, then you are treated with intimidation, harassment and hostility. Your allowance and tolerance as a Board teaches that such behavior is acceptable, to cite the code of ethics for school board members policy 1511 and I would argue the most important oath you all took. Remember always that my first and greatest concern must be the educational welfare of students attending public schools. That's the end of my statement. Thank you.

Hannah Hancox: Hannah Hancox read a letter on behalf of Gallatin Gateway School teachers and staff. Please see Meeting documents for complete transcript of the letter.

Ms. Hancox made some additional comments. Three minutes is not enough. Sorry. To speak on behalf of this place that I work and the people that I work with. And it is so hard to not speak from right here and right here. And I wish I could give three days straight to be honest. But this right here, these people that I work with and this place is enough. And you know where to find me. The front. Come, come in. That's all. I heard the beep. Thank you.

## **CONSENT AGENDA**

**Minutes:** Regular Board Meeting - February 19, 2025 and Special Board Meeting - March 7, 2025

**Finance:** Warrants

**Personnel:** Personnel Action Report

Motion: Trustee Schwieterman to approve the consent agenda as presented.

Seconded: Trustee Paulson

Board Discussion: None

Public Comment: None

For: All

Opposed: None

Motion: Passes 4-0

## **SUPERINTENDENT REPORT**

Individual Student Success:

- Special education students - 16
- Students with 504's - 24
- No students on formal check in/check out process
- No disciplinary actions to report
- Current enrollment - 132

PLC meeting topics: Standards-based grading and instruction, data compilation and analysis, planning for spring events.

Star Updates: The majority of our students have reached proficiency and demonstrate growth in reading and mathematics. We continue to have students engage in intervention for reading and math (IXL and Freckle are being used to help in this regard).

MAST Update: We just finished testing window 2 and testing window 3 opens up on March 24. We currently have mixed results during this testing window. A performance task was introduced for English and the results for the writing portion are not what we expected. Because we don't have any scoring guides or information on what the results mean, we are still working through the reports and finding areas for improvement on which we will focus the last part of the year.

OpenEd Information: Ms. Henderson and Mr. Melton participated in a zoom meeting focusing on distance digital learning and how we can become a partner school (the “school of record” for the individual student). This would generate funding for us as we would be paying 80% of ANB to the OpenEd company and 25% we would be keeping. The only thing we would have to do is to put the students into Infinite Campus and write IEP’s/complete evaluations. OpenEd is an asynchronous program with an assigned Montana educator. Families pick from a curriculum marketplace for online instruction. Students could be anywhere in Montana. This could potentially bring in \$1,365.44 per student in elementary (K-6) and \$2,328.12 per student in middle school (7-8). OpenEd has indicated that they normally sign up 50 students in the initial year of opening a program in another state. This item will be on the April Board agenda.

Wilson Creek Major Subdivision: We have received the opportunity to provide feedback on this development with the Hyalite Development Group. If you have additional questions or want to provide feedback, please let me or Mary know.

Board Evaluations: Are due on Sunday to be discussed at the Special Board Meeting on Wednesday, April 2, 2025.

## **OLD BUSINESS**

*Discussion Items:*

### Committee Updates

An update regarding the following committees was given by the assigned Board Trustee.

*Facilities Committee* - Aaron Schweiterman and Tim Melton

We didn’t meet this month due to Spring Break but the safety film on the doors upfront (exterior and interior front entry doors as well as glass panels right next to those doors) would cost about \$5,000 and would be the last safety-related item to get taken care of. Three HVAC vendors have had a site walk-thru; their proposals are due by the end of this week. We plan on approaching local area businesses for help with our facilities needs.

*Safety Committee* - Brian Nickolay

We didn’t meet this month due to Spring Break so no update.

*Whole Child* - Carissa Paulson

No update. We are meeting tomorrow.

*Negotiations* - Superintendent Henderson

Waiting on the STARS Act to pass before we complete negotiations. This is the last of the language that we are waiting on to determine the course of action for salaries and benefits.

*PDAC* - Superintendent Henderson

We have a meeting next week. A survey was sent out.

*Action Items:*

GGs Master Agreement Negotiated Items

Presented by Kelly Henderson.

Background: The negotiations team met several times over the past two months to discuss the items listed below.

Negotiation Topics

1. Payroll bi-monthly (2 pay periods per month on the 1st and the 15th). Agreed upon by the Association and Administration.
2. The School/Academic Day. The changes will be accommodated even though this falls under the purview of the Administration and is not a negotiated item.
3. Requested leave (Superintendent's discretion) allows for teachers to take time off for special events during non-leave time (as noted in the Master Agreement). Rejected by the Administration and accepted by the Association.
4. The Union understands the District's needs for the upcoming 2025-2026 school year and are not asking for a percent increase on the base, or additional insurance benefits. Agreed upon by the Association and Administration.

Requests from District

1. STARS Act MOU and Salary Schedule Update (Waiting on Legislature)
2. Change the 45 minute duty free lunch for all certified employees to 30 minute duty free lunch. Agreed upon by Association and Administration.

Motion: Trustee Schwieterman moved to approve the following negotiated items:

1. Bi-monthly payroll
2. Change in the duty free lunch to 30 minutes from 45 minutes

Seconded: Trustee Paulson

Board Discussion: None

Public Comment: Concern over the shorter days and potentially the school not having enough time or staff to fit the entire curriculum into the school year. The Administration responded that we are already quite a few hours over the required minimum and that this was one of the negotiation points with the staff. There was also a response from the administration that minutes in the school day/year do not affect the budget.

For: All

Opposed: None

Motion: Passes 4-0

**NEW BUSINESS**

*Discussion Items:*

Stay Interviews

Presented by Ms. Thurber.

Stay interviews between the Board and staff have been held in the past; we would like to hold them again this year. We'll try to spread them out over the last two weeks of school to help alleviate scheduling issues. Stay interviews typically last 45 minutes to an hour. Ms. Thurber will organize the schedule. We will review the questions at the next Board meeting in April.

*Action Items:*

2025 Notice of Intent to Impose an Increase/Decrease in Levies

Presented by Ms. Thurber.

As an essential part of its budgeting process, the Gallatin Gateway School District #35 is authorized by law to impose permissive levies to support its budget. Ms Thurber reviewed the matrix of permissive levies with specific information about each of the requests. Once the Board approves the matrix of permissive levies, to ensure financial transparency and avoid confusion, the District will publish the notice about the levy increase/decrease outside of the School and with the Bozeman Daily Chronicle.

Motion: Trustee Paulson to approve the 2025 Notice of Intent to Impose and Increase/Decrease in Levies.

Second: Trustee Schwieterman

Board Discussion: None

Public Comment: Question from the public about the ability to ask for additional voted levies as well as another bond issue so that we can keep staff. With all the building and housing, how come we can't get more additional tax revenues? A community member responded that additional building doesn't immediately translate to much more additional tax revenue. Trustee Schweiterman mentioned that young families are not moving into our District.

For: All

Opposed: None

Motion: passes 4-0

Budget Amendment Proclamation

Presented by Mary Thurber

Due to missteps with entering information into our OPI Budget documents last Fall, our spending authority for FY2025 is somewhat limited. Gaining access to additional monies through a Budget Amendment will help alleviate the pressure on our budget. Approval of this Budget Amendment does not mean the funds will automatically be used; it just allows the District to use the funds, if necessary.

The Budget Amendment gives us access to General Fund Reserves and our Unreserved Transportation Fund Balance Reappropriated (a total of \$80,276.70).

Motion: Trustee Schweiterman to approve the Budget Amendment Proclamation as stated by resolution dated March 26, 2025.

Seconded: Trustee Hancox

Board Discussion: Trustee Melton wanted to know if we are restricted in using the Funds. Thurber responded that we won't draw down any funds if we don't need to. Administration believes that fixed costs and salaries may require additional funds but we can't spend it without Board approval.

Public Comment: None

For: All  
Opposed: None  
Motion: Passes 4-0

### Transfer of Funds to Multi-District Agreement

Presented by Ms. Thurber.

Along with the Budget Amendment, another way to access additional resources for the 2024-2025 is by transferring monies from the Bus Depreciation Reserve Fund to our Multi-District Agreement. The amount of this Fund is \$22,892.17; there is no other way of accessing this Fund without transferring it to the Multi-District Agreement.

Motion: Trustee Schwieterman to approve the transfer of monies from the Bus Depreciation Reserve Fund to Gallatin Gateway School's Multi-District Agreement.

Seconded: Trustee Paulson

Board Discussion: Trustee Schwieterman wanted to know if there are any specific things that the administration might spend these monies on. Administration's response was maybe safety equipment for the bus and potentially transportation salaries.

Public Comment: None

For: All  
Opposed: None  
Motion: Passes 4-0

### School Calendar

Presented by Ms. Henderson

Each year, the district engages in a committee to review the calendar for next school year. We utilized Bozeman Public School's calendar to develop our calendar except that Bozeman starts later and ends later. This is the calendar that was accepted by the staff with the caveat that if we do not utilize our built-in snow days that we get out of school two days early. There are a total of 178.5 days; the calendar meets the minute requirements (1080 minutes) with the 1096 minutes in our calendar.

All students start on August 25th. School day goes from 8-3 with teachers arriving at 7:30 am and leaving at 3:50.

Motion: Trustee Paulson to approve the 25-26 school calendar.

Seconded: Trustee Schwieterman

Board Discussion: None

Public Comment: One member of the public was disappointed that we don't match the Bozeman BSD calendar closer. Question over how we could cut the day length without jeopardizing the minutes so

easily. Ms Henderson responded that in previous years, we had been way over minutes in the school year. This again gives staff additional time to spend with parents outside of the school day.

For: All

Opposed: None

Motion: Passes 4-0

### District Clerk Updated Job Description

Presented by Ms. Henderson

To qualify for the STARS Act, we must update the job description for the District Clerk position. We utilized the recommendation from MTSBA.

Motion: Trustee Schwieterman to approve the updated job description for the district clerk.

Seconded: Trustee Hancox

Board Discussion: None

Public Comment: None

For: All

Opposed: None

Motion: Passes 4-0

### **ADJOURNMENT**

Board Chair Tim Melton adjourned the meeting at **7:32 PM**.

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Tim Melton, Board Chair

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Mary Thurber, District Clerk



**APRIL 2, 2025 MINUTES  
SPECIAL BOARD MEETING  
BOARD OF TRUSTEES, GALLATIN GATEWAY SCHOOL DISTRICT #35  
\*\*DRAFT\*\***

**CALL TO ORDER**

The Board of Trustees of the Gallatin Gateway School District #35 met at 1 PM on April 2, 2025 at the Gallatin Gateway School. Board Chair Tim Melton presided and called the meeting to order at 1:02 PM.

**TRUSTEES PRESENT**

Tim Melton, Chairperson; Aaron Schwieterman, Vice Chairperson; Luke Hancox; Carissa Maus.

**TRUSTEES ABSENT**

Brian Nickolay

**STAFF PRESENT**

Kelly Henderson, Superintendent; Mary Thurber, District Clerk.

**OTHERS PRESENT**

Lain Kay

**PRESIDING TRUSTEE'S EXPLANATION OF PROCEDURES**

Board Chair Tim Melton explained the public comment process to be followed for addressing the Board in accordance with Gallatin Gateway School policy. He noted: 1) that prior to a vote the public may comment on agenda items; 2) there will be time for public comment on non-agenda items; 3) public comment periods are not intended to be a question and answer session.

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

Lain Kay, Community member. Ms. Kay is disappointed after the regular Board meeting last week (March 26). She is concerned about the lack of transparency at Gallatin Gateway School, especially given the potential financial difficulties that the School faces. She believes strongly that the Board should maintain current programming and staff so as to ensure that Gallatin Gateway School attracts as many students as possible. Ms. Kay also expressed concern on the part of other Community members that people do not feel welcome at Board meetings.

**NEW BUSINESS**

Setting Agenda for the April 16, 2025 Meeting

Superintendent Henderon led a discussion regarding the agenda for the April 16, 2025 regular Board meeting. The individuals present discussed agenda items to be included on the agenda.

Discuss Board Self-Evaluation, Goals, Action Plan

The Superintendent and Board discussed the most recent Board self-evaluation. In general, two areas of improvement were identified:

1. Continuing Education. The Board would like to enhance its continuing education. There was discussion around opportunities for professional development and how the administration could help facilitate the Board's success in this manner. Discussion ensued regarding requirements for professional

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development (how many hours or classes should the Board be required to take?) as well as broad topics (Uniform Complaint Procedure and Budget being two) that might be relevant. Going forward, professional development will be included in the work/study meeting schedule.

2. Safeguarding: The Board expressed concerns about the Business Office issues that have been occurring over the past four years. Members would like to be educated on safeguards that can be put in place to prevent these issues from reoccurring. Superintendent Henderson mentioned that the Business Office Manual is almost completed. The Board would like to hear from our auditor, MASBO or MTSBA during the first work/study session in August.

#### Preliminary Budget Discussion for Staffing

Ms. Thurber presented some very, preliminary, high level budget figures for FY2026. Our General Fund revenues (the majority of revenues) will be limited next year because of lower Middle School student numbers (ANB). We will have permissive and voted levy revenues as well as grant funding to supplement our General Fund revenues. Passage of the STARS Act will help supplement our current projected Quality Educator Payment number for next year. On the expense side, insurance and benefits will be increasing. As it develops the FY2026 budget, the Administration will review all expenses to see where savings can be accumulated.

Board members brought up ideas such as community fundraisers for teaching supplies as well as leasing one of our buses to Harlow's or sharing our spare bus with another rural district as revenue generators.

#### Next Meetings:

Facilities Committee Meeting - April 9, 2025 at 5 pm

Safety Committee Meeting - April 10, 2025 at 3:30 pm

Regular Board Meeting - April 16, 2025 at 6 pm

#### **ADJOURNMENT**

Board Chair Tim Melton adjourned the meeting at 2:11 PM

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Tim Melton, Board Chair

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Mary Thurber, District Clerk

04/07/25  
14:40:35

GALLATIN GATEWAY ELEMENTARY  
Check Register  
For the Accounting Period: 3/25

Page: 1 of 1  
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redemmed	Claim #	Claim Amount
39824	S	1396 ECKROTH MUSIC	6.39	03/25/25		CL 4485	6.39
39825	S	441 GALLATIN GATEWAY WATER & SEWER DISTRICT	937.33	03/25/25		CL 4484	937.33
39826	S	2055 Jeffrey Bennett	32.00	03/25/25		CL 4487	32.00
39816	S	577 KELLEY CREAME	70.04	03/06/25		CL 4473	70.04
39817	S	1563 L&L SITE SERVICES	334.50	03/06/25		CL 4472	334.50
39827	S	1563 L&L SITE SERVICES	334.50	03/25/25		CL 4483	334.50
39818	S	686 MASBO	656.25	03/06/25		CL 4477	656.25
39828	S	1938 MONTANA DEPT OF JUSTICE	100.00	03/25/25		CL 4481	100.00
39819	S	1297 MONTANA OPTICOM	794.40	03/06/25		CL 4474	794.40
39829	S	856 NORTHWESTERN ENERGY	2599.54	03/25/25		CL 4486	2599.54
39830	S	880 OTT JONES SCULPTURE	1436.12	03/25/25		CL 4482	1436.12
39820	S	1990 PITNEY BOWES	195.00	03/06/25		CL 4476	195.00
39821	S	2054 School Nutrition Association	54.00	03/06/25		CL 4475	54.00
39822	S	666 THOMAS, LORRIE	100.00	03/06/25		CL 4470	100.00
39823	S	420 US FOODS	17080.55	03/06/25		CL 4478	17080.55

Total for Claim Checks  
Count for Claim Checks

24730.62  
15

\* denotes missing check number(s)  
# of Checks: 15 Total: 24730.62



# Superintendent's Report

April 16, 2025

## Strategic Goals



### Individual Student Success

- Special Education students - 16
- Students with 504's - 24
- Check In/Check Out - no students on formal check in check out process
- No disciplinary actions to report
- Current Enrollment - 132

### Staff and Volunteers

- PLC meeting topics: Standards based grading and instruction, data compilation and analysis, planning for spring events.
- CPI Professional Development
- Committee Meetings for Facilities, Safety, Whole Child, PDAC

### Student Events

- Tribal Reports - 5th Grade
- Unwaxed - 4th Grade
- Kindergarten Round Up
- MS Dance Lessons
- Track began on March 26th
- Father Daughter Dance
- Missoula Children's Theater
- Completed the Science MSA in 5th and 8th

### Discussion Points:

- School report cards
- Access for ELL's Audit report
- Title VI Verification
- Teacher Appreciation Week May 5-9
- 25-26 School Year Planning
  - Breakfast with the Board on August 18th

### Upcoming Events:

Declamations

April 17, 2025

Sportsman's Banquet	April 19, 2025
Work Session	May 7, 2025, 1-3pm
Governing Board Meeting	May 21, 2025, 6pm

# 2023-24 School Report Card



## Gallatin Gateway School

100 Mill Street  
Gallatin Gateway, MT 59730

Grades Served: PK-6

Student Enrollment: 105

Per Pupil Expenditures: \$17,932.69

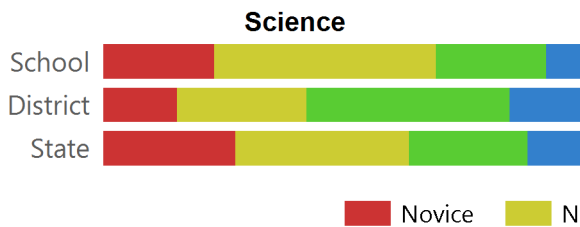
Montana Accountability System	School Accountability Designation
<p>As required under the Every Student Succeeds Act (ESSA), Montana developed an accountability system to meaningfully differentiate schools by the support needed.</p> <p><b>Schools are identified as one of the following:</b></p> <ul style="list-style-type: none"> <li>• <u>Comprehensive Support &amp; Improvement (CSI) Schools</u></li> <li>• <u>Targeted Support &amp; Improvement (TSI) Schools</u></li> <li>• <u>Additional Targeted Support &amp; Improvement (ATSI) Schools</u></li> <li>• <u>Universal Support Schools</u></li> </ul>	<h2 style="text-align: center;">Universal Support</h2> <p style="text-align: center;"><u>Report Card Definitions &amp; Methodology</u></p> <p><b>Due to rounding, percentages on each page may not add up to 100%.</b></p> <p><b>An asterisk ( * ) indicates this number has been suppressed for student privacy and security reasons (<u>Privacy &amp; Security Details</u>) or the data was either not available or could not be reported. For more information about why data may not be available or reported, visit the <u>Report Card Information page</u>.</b></p>

### Montana Aligned to Standards Through-Year (MAST) Pilot

MAST pilot was completed in June 2023. 28,751 out of 29,875 (96.2%) students in math and 28,905 out of students 29,861(96.8%) in ELA met the participation thresholds.

### Student Achievement Scores

Full Student Achievement data is not available, due to the MAST Pilot waiver. Please go to the [MAST page](#) for more information.



	Novice	Nearing Proficient	Proficient	Advanced
School	23%	46%	23%	8%
District	15%	27%	42%	15%
State	28%	36%	25%	12%

■ Novice   
 ■ Nearing Proficient   
 ■ Proficient   
 ■ Advanced

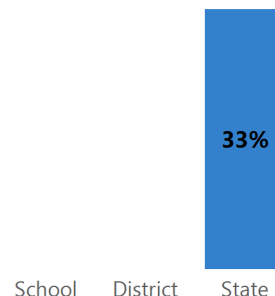
[Click here for more detail about Student Achievement](#)

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## Student Achievement Progress Scores

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% of English Learners showing progress toward English proficiency



English Learners	School Attendance								
# English Learners *									
# Assessed *									
# Achieved Proficiency *									
# Progress Eligible *	% of students with at least 95% attendance for the entire school year								
% Achieved Proficiency *									
% Students Showing Progress on the EL Assessment *	<table border="1"> <thead> <tr> <th>Level</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>School</td> <td>28%</td> </tr> <tr> <td>District</td> <td>28%</td> </tr> <tr> <td>State</td> <td>34%</td> </tr> </tbody> </table> <p>Click for more information on Attendance</p>	Level	Percentage	School	28%	District	28%	State	34%
Level	Percentage								
School	28%								
District	28%								
State	34%								

## Educator Qualifications

[Click here for details on Educator Qualifications](#) (inexperienced educators, emergency provisional licenses, educators working out of field)

## School Quality, Climate, and Safety

Source: Civil Rights Data Collection as published by the US Department of Education Office of Civil Rights.

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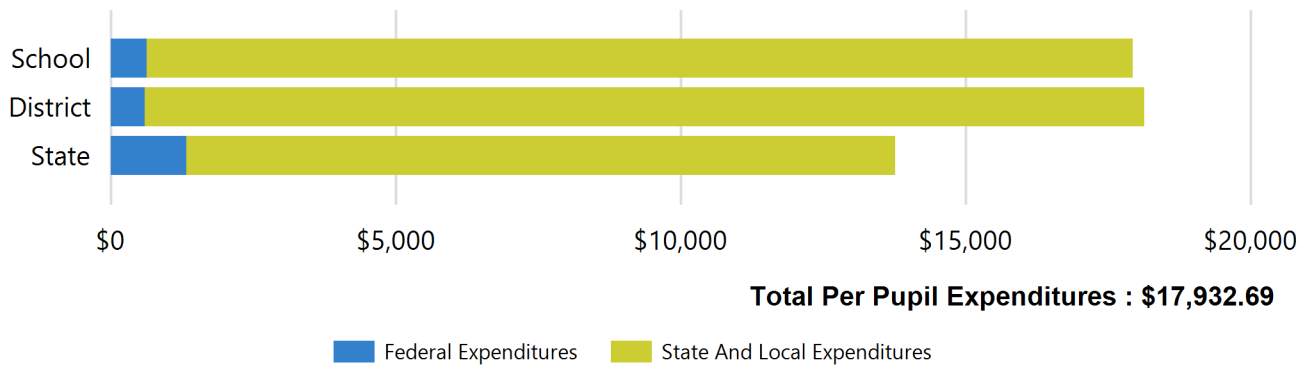
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## School Finance

Due to rounding, percentages on each page may not add up to 100%.

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### Per Pupil Expenditures for Gallatin Gateway School



[Click here for more details on Per Pupil Expenditures](#)

# 2023-24 School Report Card



## Gallatin Gateway 7-8

100 Mill Street  
Gallatin Gateway, MT 59730

Grades Served: 7-8

Student Enrollment: 27

Per Pupil Expenditures: \$18,937.51

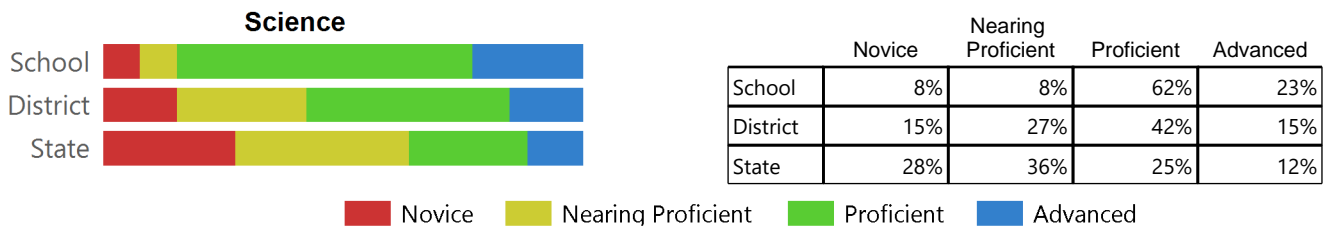
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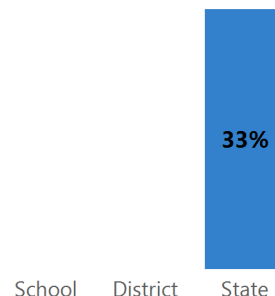
[Click here for more detail about Student Achievement](#)

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## Student Achievement Progress Scores

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Please go to the [MAST page](#) for more information.

% of English Learners showing progress toward English proficiency



English Learners		School Attendance								
# English Learners	*	<table border="1"> <thead> <tr> <th>Level</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>School</td> <td>26%</td> </tr> <tr> <td>District</td> <td>28%</td> </tr> <tr> <td>State</td> <td>34%</td> </tr> </tbody> </table> <p>Click for more information on Attendance</p>	Level	Percentage	School	26%	District	28%	State	34%
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School	26%									
District	28%									
State	34%									
# Assessed	*									
# Achieved Proficiency	*									
# Progress Eligible	*									
% Achieved Proficiency	*									
% Students Showing Progress on the EL Assessment	*									

## Educator Qualifications

[Click here for details on Educator Qualifications \(inexperienced educators, emergency provisional licenses, educators working out of field\)](#)

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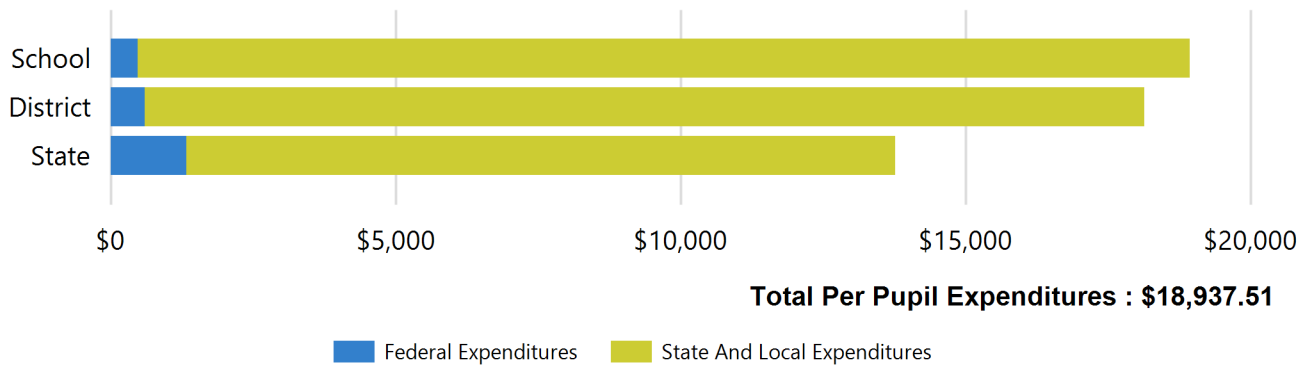
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## School Finance

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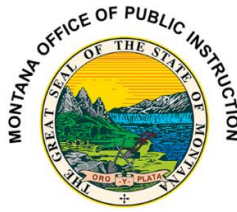
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### Per Pupil Expenditures for Gallatin Gateway 7-8



[Click here for more details on Per Pupil Expenditures](#)

Susie Hedalen, Superintendent  
PO Box 202501  
Helena, MT 59620-2501



Phone: 406.444.5643  
In-State Toll-free: 1.888.231.9393  
opi.mt.gov

April 1, 2025

**To:** Superintendent Kelly Henderson  
Gallatin Gateway Elementary  
PO Box 265  
Gallatin Gateway, MT

**Email:** super@gallatingatewayschool.com

**Phone:** (406)763-4415

**Subject:** ACCESS Assessment Observation for the 2024-2025 School Year

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Dear Superintendent Henderson,

Enclosed please find the ACCESS for ELLs Assessment Observation Report for Gallatin Gateway School. This report is part of the Montana Office of Public Instruction's (OPI) annual assessment monitoring required under the Elementary and Secondary Act (ESEA) and the Administrative Rules of Montana (ARM) 10.56 Assessment. Federal and state statute require the OPI to establish and maintain an assessment system that is valid, reliable, and consistent with professional and technical standards (Section 1111(b)(3)(C)(iii)). Test security and data quality are essential elements of the MontCAS assessment system and are regularly monitored throughout the school year.

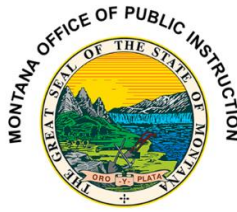
The report documents the district's efforts in providing both a secure assessment and retaining confidentiality of student information to maintain the validity, reliability, and fairness of the test results. The report highlights many strengths of the observation.

We would like to thank the school district and dedicated staff for all their hard work, training, and effort to prepare these students for the state assessments and meet the statutory and regulatory requirements under Title I of ESEA. We look forward to our continued partnership as we move strive to improve student outcomes across the state. Please direct any questions or concerns with this observation report to Cedar Rose at cedar.rose@mt.gov or (406)444-0733.

Sincerely,

A handwritten signature in black ink that reads "Cedar Rose". The signature is written in a cursive, flowing style.

Cedar Rose  
State Assessment Director  
Montana Office of Public Instruction  
Email: cedar.rose@mt.gov | Phone: (406) 444-0733



## Observation Report

### Overview

On February 20, 2025, Montana Office of Public Instruction (OPI) Assessment Specialist Marcy Fortner conducted an ACCESS for ELLs observation at Gallatin Gateway School.

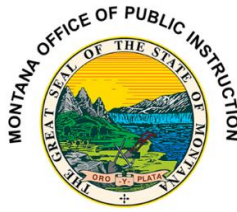
### Purpose

The assessment observation had two main purposes:

1. To assure that the district was providing state assessments in a secure manner and retaining confidentiality of student information to maintain the validity, and reliability, and fairness of the test results as required under Title I funding requirements; and
2. To provide an opportunity for the OPI Assessment Team to review current assessment practices within the field.

This report is categorized into the before, during, and after assessment observations followed by the school's strengths, areas for improvements, and final recommendations.

2024-2025 Assessment Observations	Strengths	Areas for Improvement	Final Recommendations
<b>I. Before Assessment Activities</b>	<p>Testing materials were stored securely prior to administration.</p> <p>Signage was posted to ensure a quiet testing environment.</p> <p>All testing materials were ready for test administration prior to the session starting.</p>		<p>Consider testing multiple students in the same grade band within the same session if possible.</p>
<b>II. During Assessment Activities</b>	<p>The Test Administrator followed the script and ensured all technology was functioning properly before testing began.</p> <p>The Test Administrator was encouraging and positive throughout the administration.</p>		



### III. After Assessment Activities

Appropriate breaks were provided throughout the session with all materials remaining in the possession of the Test Administrator.

Secure materials were collected and stored in accordance with test security procedures after the session concluded.

The entire test administration adhered to all administration and test security protocols.

Continue to provide positive, fair, and high-quality testing experiences for students.

### Requirements

Test security guidelines have been developed by the OPI to be used by school districts in order to maintain the integrity of all Montana Comprehensive Assessment System (MontCAS) assessments. Following these guidelines will ensure no student has access to any form of assistance or material that could provide an unfair advantage. The primary goal of test security is to protect the integrity of the assessment and to ensure that results are accurate and meaningful. The following is key information school districts must adhere to about test security and test administration. Below is reference to the standardized test administration, participation, accessibility and accommodations, and data integrity policies for the MontCAS program.

- MontCAS Test Security Manual
- MontCAS Student Data Privacy Policy
- MontCAS Student Eligibility and Participation
- Test Administrator Manual (assessment-specific)
- MontCAS Accessibility and Accommodation Guidelines (assessment-specific)
- Test Coordinators Manual (assessment-specific)
- MontCAS Application Reporting
- Authorized Representative/Principal (Building Coordinator) Roles and Responsibilities Test Security Agreement
- System Test Coordinator (STC) Roles and Responsibilities Test Security Agreement
- Test Administrator (TA) Roles and Responsibilities Test Security Agreements

The following criteria was used to guide the observations that lead to this report:



## Before Assessment

It appears instructions have been provided for school staff and students to establish "Assessment Day" expectations as defined by school administration.

Student eligibility to participate in the English language proficiency assessment was determined by following the OPI's English Learner Guidance for School Districts.

DRC INSIGHT software has been installed and tested at all testing stations.

Test session and participants have been verified in WIDA AMS.

Any student supports and/or accommodations have been registered in WIDA AMS and verified in AIM by the student's IEP or 504 plan [see AIM Data Collection Schedule].

Performs Quality Control (QC) checks of assessment locations per the "standardized room checklist" instructions. \*

Materials in the room that could give an examinee an unfair advantage are covered or removed (e.g., vocabulary or grammar posters). \*

"Testing in Progress - Do Not Disturb" signs are posted on all entrances to the testing location. \*

Test materials are kept in a secure location as examinees enter and exit the room. \*

All cell phones/personal electronic devices are powered off and stored out of sight. \*

Students are confirmed to be in the assigned assessment room and seat. \*

TA follows instructions to verify each student has the correct test or test ticket. \*

TA has all materials ready for students (i.e.: labels on answer booklets, extra pencils available, headsets with microphones, etc.) \*

Conducts microphone checks in DRC software to ensure that students' voices are audible.

## During Assessment

Only "authorized personnel" are in the room.

Authorized personnel are always present in the room.

TA begins the session on time. (Note if school was responsible for session delay).

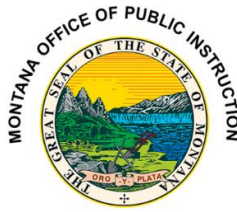
Reads the correct script verbatim (note if the TA did not use a script).

All students are assessed through the Secure Browser portal.

Tests are administered in the proper sequence: Test 1-Listening, Test 2-Reading, Test 3-Speaking, Test 4-Writing. (**Note:** Students must complete each test domain to receive scores and proficiency information.)

Paper test booklets are distributed to the correct students (where applicable).

Student progress is monitored consistently without disturbing examinees or engaging in activities such as reading, computer use, or paperwork.



TA does not aid any student in reading, answering, or understanding the test questions or help them in any way; TA assists only with questions about test mechanics.
TA ensures students who finish before others are quiet for the remainder of the session.
TA appropriately handles any difficult situations that may arise.
The room remains free from disruptions during the entire testing period.
TA exhibits professional and unobtrusive behavior at all times, including interactions with other school staff.
Ensure that online test content does not remain open unattended on screens as examinees enter and exit the room. *
Any incidents, irregularities, or breaches that arise are appropriately handled and reported.

### After Assessment

Immediately after the testing is complete, the TA accounts for any test materials, making sure all documentation is complete and all secure materials are handled appropriately per the TAM. *
Any test materials that were disassembled for lamination are collected and accounted for.
Testing materials were never left unattended.

### Additional Monitoring and Documentation

STC/BC or TA can show the secure storage location for testing materials (for storing between test sessions).
Students given "non-standard accommodations" have been confirmed ahead of time by the test provider (if applicable).
Overall, the school building reflects the use of consistent protocols across testing locations.
Overall, the school building reflects a culture and climate that supports testing (i.e., extra signage, morning announcements).

### Additional Documentation – Submitted to OPI prior to visit

Training log and/or other documents confirming credentials and annual training of test administrators in test security protocols.
Copies of the five testing plans (Test Accessibility Plan, Test Administration Plan, Data Use Plan, Test Security Plan, Test Training Plan).
Copies of parent/guardian notice letters home.



UNITED STATES DEPARTMENT OF EDUCATION  
WASHINGTON, D.C. 20202

April 3, 2025

**Reminder of Legal Obligations Undertaken in Exchange for Receiving Federal Financial Assistance and Request for Certification under Title VI and *SFFA v. Harvard***

**Requested Certification:**

On behalf of \_\_\_\_\_ [SEA/LEA], I acknowledge that I have received and reviewed this Reminder of Legal Obligations Undertaken in Exchange for Receiving Federal Financial Assistance and Request for Certification under Title VI and *SFFA v. Harvard*. I further acknowledge that compliance with the below and the assurances referred to, as well as this certification, constitute a material condition for the continued receipt of federal financial assistance, and therefore certify our compliance with the below legal obligations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title and District or State

Title VI of the Civil Rights Act of 1964 provides that “[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”<sup>1</sup>

Notification of the obligations imposed by Title VI are incorporated throughout federal funding and contracting as a specific condition on the receipt of federal funds by educational institutions throughout the United States such as your own and have been in force and effect for decades:

Title VI of the Civil Rights Act unambiguously imposes a condition on the grant of federal moneys. Section 601 of Title VI states that “[n]o person ... shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. § 2000d. Recipients of Federal financial assistance are automatically subject to the nondiscrimination obligation imposed by the statute.

<sup>1</sup> 42 U.S.C. § 2000d. The United States Department of Education’s regulations regarding Title VI further state that a recipient of federal funds may not, “on ground of race, color, or national origin ... [r]estrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program.” 34 C.F.R. § 100.3(b)(1)(iv). Nor may a funding recipient, such as a college or university “[d]eny an individual an opportunity to participate in the program through the provision of services or otherwise or afford him an opportunity to do so which is different from that afforded others under the program” on the basis of race, color, or national origin. *Id.* § 100.3(b)(1)(vi).

The statutory mandate can hardly escape notice. Every application for Federal financial assistance must, “as a condition to its approval and the extension of any Federal financial assistance,” contain assurances that the program will comply with Title VI and with all requirements imposed pursuant to the executive regulations issued under Title VI. In fact, applicants for federal assistance literally sign contracts in which they agree to comply with Title VI and to “immediately take any measures necessary” to do so. This assurance is given “in consideration of” federal aid, and the federal government extends assistance “in reliance on” the assurance of compliance. *See* 3 R. Cappalli, *Federal Grants* § 19:20, at 57, and n. 12 (1982) (written assurances are merely a formality because the statutory mandate applies and is enforceable apart from the text of any agreement).

*Guardians Ass’n v. Civ. Serv. Comm’n of City of New York*, 463 U.S. 582, 629–30 (1983).

Direct receipt of federal funding under Title I Part A of the Elementary and Secondary Education Act of 1965 *as amended* (20 U.S.C. § 6301 *et seq.*) is conditioned with an assurance that your entity “[w]ill comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: ... Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin.” Revised Assurances Template: The Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act, p. 6. Similar assurances are required under federal contracts and grants. Specifically, federal regulations require that “[t]he Federal agency or pass-through entity *must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, applicable Federal statutes and regulations—including provisions protecting free speech, religious liberty, public welfare, and the environment, and those prohibiting discrimination—and the requirements of this part.* The Federal agency or pass-through entity must communicate to a recipient or subrecipient all relevant requirements, including those contained in general appropriations provisions, and incorporate them directly or by reference in the terms and conditions of the Federal award.” 2 CFR § 200.300(a) (emphasis added).

Moreover, each State Education Agency is required to file a single set of assurances with the Secretary as part of its consolidated State plan or application under the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 7844). These assurances include the SEA’s commitment to comply with all Federal statutes regarding nondiscrimination, including, but not limited to, Title VI of the Civil Rights Act of 1964.

In *Students for Fair Admissions v. President and Fellows of Harvard College* (“*SFFA v. Harvard*”), 600 U.S. 181 (2023), the Supreme Court held that the race-based affirmative action programs at Harvard and the University of North Carolina were illegal because they violated the Equal Protection Clause of the Fourteenth Amendment (for state schools like North Carolina), as well as Title VI (for state and private schools that receive federal funding like Harvard). The Court explained that the Equal Protection Clause “represent[s] a foundational principle—the absolute equality of all citizens of the United States politically and civilly before their own laws.” *Id.* at 201 (internal quotation marks omitted). It “forbids discrimination by the General Government, or by the States, against any citizen because of his race.” *Id.* at 205 (alterations omitted; quoting *Bolling v. Sharpe*, 347 U.S. 497, 499 (1954)). Put simply, the Equal Protection Clause and Title VI prohibit race-based action, with only the narrowest of exceptions. *Id.*

“The entire point of the Equal Protection Clause is that treating someone differently because of their skin color is *not* like treating them differently because they are from a city or from a suburb, or because they play the violin poorly or well.” *SFFA v. Harvard*, 600 U.S. at 220. That means that “race may never be used as a ‘negative’ and that it may not operate as a stereotype,” and the Court’s “cases have stressed that an individual’s race may never be used against him in the admissions process.” *Id.* at 218. Through its equity mandates, the Biden administration has, as did the colleges and universities in *SFFA v. Harvard*, “concluded, wrongly, that the touchstone of an individual’s identity is not challenges bested, skills built, or lessons learned but the color of their skin. Our constitutional history does not tolerate that choice.” *Id.* at 231. As the Supreme Court emphasized, “[e]liminating racial discrimination means eliminating all of it.” *Id.* at 206.<sup>2</sup>

Given the text of Title VI and the assurances you have already given, any violation of Title VI—including the use of Diversity, Equity, & Inclusion (“DEI”) programs to advantage one’s race over another—is impermissible. The use of certain DEI practices can violate federal law. The continued use of illegal DEI practices may subject the individual or entity using such practices to serious consequences, including:

1. The use of the provisions of 42 U.S.C. § 2000d-1 to seek the “termination of or refusal to grant or to continue assistance under such program,” eliminating federal funding for any SEA, LEA, or educational institution that engages in such conduct.<sup>3</sup>
2. For entities and institutions that use DEI practices in violation of federal law, those entities may incur substantial liabilities, including the potential initiation of litigation for breach of contract by the Department of Justice in connection with civil rights guarantees contained in federal contracts and grant awards seeking to recover previously received funds paid to them under these contracts and grants.<sup>4</sup>

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<sup>2</sup> The only exception to this prohibition on the use of racial classifications is where their use satisfies “strict scrutiny” under the Equal Protection clause. A racial classification will survive strict scrutiny only where its use advances a compelling governmental interest and the use of race is narrowly tailored to achieve that interest. *SFFA v. Harvard*, 600 U.S. at 207. “Classifying and assigning’ students based on their race ‘requires more than an amorphous end to justify it.’” *Id.* at 214 (alteration omitted). Goals to correct “societal discrimination,” for example, are insufficient. *Id.* at 226. The Supreme Court has been clear that only two interests rise to the level of “compelling”: (1) “remediating specific, identified instances of past discrimination that violated the Constitution or a statute;” and (2) “avoiding imminent and serious risks to human safety in prisons, such as a race riot.” *Id.* at 207. And even if there is an identified compelling interest, “the government’s use of race” must be “narrowly tailored”—i.e., “necessary”—to “achieve that interest.” *Id.*

<sup>3</sup> “Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found, or (2) by any other means authorized by law.” 42 U.S.C. § 2000d-1.

<sup>4</sup> Title VI allows the enforcement of conditions attached to federal funding by “any other means authorized by law.” One enforcement mechanism for Title VI violations is a suit by the Attorney General for breach of contract. *See, e.g., Guardians Ass’n v. Civil Serv. Comm’n of N.Y.C.*, 463 U.S. 582, 630 n.24 (1983) (“the Federal Government can always sue any recipient who fails to comply with the terms of the grant agreement”); *Cannon v. Univ. of Chi.*, 441 U.S. 677, 772 (1979) (White, J., dissenting) (“The ‘other means’ provisions of [Title VI] include agency suits to enforce contractual antidiscrimination provisions”); *United States v. Marion Cnty. Sch. Dist.*, 625 F.2d 607, 609–11 & 617 (5th Cir. 1980) (concluding “that the United States is entitled to sue to enforce contractual assurances of compliance with Title VI’s prohibition against discrimination in the operation of federally-funded schools”); *see also* Arthur R. Block, *Enforcement of Title VI Compliance Agreement by Third Party Beneficiaries*, 18 HARV. C.R.C.L. L. REV. 1, 9 n.24 (1983) (noting that the Department has enforced Title VI “under two legal authorizations”: suits under Title IV of the Civil Rights Act of 1964 and actions for “specific performance of contractual assurances of non-discrimination made by fund recipients”).

3. Moreover, the submissions of claims for money from the federal government when an entity is not in compliance with Title VI and/or its assurances due to certain DEI practices subjects the entity to liability under “[t]he False Claims Act (FCA) [which] imposes liability on anyone who ‘knowingly’ submits a ‘false’ claim to the Government.” *United States ex rel. Schutte v. SuperValu Inc.*, 598 U.S. 739, 742 (2023) (citing 31 U.S.C. § 3729(a)). Under the FCA, violators face penalties including treble damages and civil penalties of thousands of dollars per violation.

Old Business  
DISCUSSION ITEM

**Committee Updates**

Presented by: Tim Melton

Background: (Include funding sources as appropriate)

Facilities

Safety

Whole Child

PDAC

Old Business  
DISCUSSION ITEM

**Staff and Teacher Compensation - STARS Act**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate) Right now, we aren't going to have the revenue and funding to give a salary or wage increase to any of our staff. The STARS Act funding will go to fund the certified teachers increase to the state minimum of \$41,615 and steps/lanes.

Old Business  
ACTION ITEM

**Board Self-Evaluation Summary and Action Plan**

Presented by: Tim Melton

Background: (Include funding sources as appropriate) The Board met on April 2, 2025 to review the results of the self-evaluation. One continued area of improvement focuses on Board training. The second area of needed improvement is public involvement and dissemination of information and the third being the budget processes. The Board discussed the training component with training being incorporated into 2-3 work study sessions. The Board discussed further information on the budget, what to look for, and how to be more involved in the monthly processes. We will do the following:

- A. Schedule 2-3 training sessions during work study sessions and will include topics prioritized by the board
- B. Contact MASBO/MTSBA for training on the budget processes and what to look for
- C. Continue discussions on how to disseminate and encourage public participation in the meetings.

Recommendation: Administration recommends approval of the action plan and results from the 24-25 Self-Evaluation.

Old Business  
ACTION ITEM

**Stay Interviews - Questions and Information**

Presented by: Tim Melton

Background: (Include funding sources as appropriate) Annually, the board engages staff in conversations about culture, climate, and improvements to the school day. Staff make appointments during designated times. Ms. Thurber will develop the schedule.

Here is the letter that we sent out last year, for your information:

Hello GGS Staff,

As we close out the 2023-2024 school year, we want to thank all of you for your hard work and dedication to our students. We have a remarkable community here at Gallatin Gateway School; without all of you, there is no way we could fulfill our mission of providing an engaging, nurturing and safe learning environment.

For the past few years, the GGS Trustees have held voluntary end-of-year Stay Interviews with staff. It's an opportunity for us to celebrate your successes, listen to your suggestions and concerns as well as answer any questions you might have. One of our important roles as Trustees is to support each one of you as best as possible. We have found these Stay Interviews to be an incredibly valuable experience for us, and we encourage you to participate.

During your Stay Interview, we'd like to cover the following questions:

- What about your job do you like best?
- What are your proudest accomplishments from the 2023-2024 school year?
- What are your most memorable moments from the 2023-2024 school year?
- What are your goals for the upcoming academic year, and how can the Board help you in reaching these aspirations?
- For those staff members leaving us this year, how can we best support the next person stepping into your position to ensure that our students receive a top-notch education?

All interviews are voluntary and will be attended by no more than two Trustees. Please be assured that these meetings are not intended to be evaluative, anxiety-inducing, or stress-producing; they are intended to be relaxed, informal and conversational. The more familiar we are with your ambitions and challenges, the better equipped we will be to best support you and your work.

You can sign up for a Stay Interview date/time using this [link](#). We'll follow up with an appointment invite.

Once again, in closing, we want to express our deepest appreciation for the contribution that you make to Gallatin Gateway School, and we wish you a summer filled with rejuvenation, exploration, and celebration.

Regards,

GGS Board of Trustees

Recommendation: Administration recommends approval of the questions for the annual Stay Interviews to be conducted May 19-30 by appointment.

Old Business

## ACTION ITEM

### **Open Ed Contract and Services**

Presented by: Tim Melton, Kelly Henderson

Background: (Include funding sources as appropriate) Open Ed is a virtual learning environment for students. Shawni Carver and Grant Hewitt will share a brief presentation on the virtual learning environment.

Recommendation: Administration recommends discussion and a decision about joining this program.

# OpenEd: An In-Depth Overview

## Introduction

Our personalized education program is designed to cater to the unique needs of K-12 students, fostering a learning environment that emphasizes flexibility, technology, and entrepreneurship. This comprehensive guide outlines the key aspects of our program, detailing how we support students and families in their educational journey.

## Program Structure

### Enrollment and Eligibility

Students must be at least 5 years old to enroll in Kindergarten and not have completed 12th grade. Upon acceptance and approval of all enrollment documents, students are assigned to work with certified teachers and support staff.

### Personalized Education Plans

At the heart of our program is the development of a personalized education plan for each student. This plan is crafted collaboratively between the student, their family, and our educational team. It incorporates:

1. Core curriculum aligned with state standards
2. Enrichment activities tailored to the student's interests and goals
3. Technology and entrepreneurship-focused electives
4. Community-based learning opportunities

### Attendance and Participation

Active participation is key to success in our program. We track this through:

- Weekly Learning Logs: Students submit a 3-5 sentence written or video summary each week, demonstrating their engagement with their approved plan.
- Daily Attendance Records: Teachers mark students as "Present" based on their active participation.

- Monthly Portfolios: Students maintain and present a portfolio of their work for teacher review.

Attendance policies include provisions for excused absences and clear guidelines on program withdrawal due to lack of participation.

## **Curriculum and Resources**

Our program offers a rich array of educational resources to support diverse learning needs:

### **Digital Library**

All students have access to an extensive digital library of high-quality educational resources, including:

- BrainPop and BrainPop Jr.
- Generation Genius
- Imagine Math Facts
- PEG Writing
- Study Island
- And many more

### **Online Curriculum Resources**

We provide access to a wide range of supplemental online digital curriculum resources from providers such as:

- ALEKS Math
- Apex Learning
- DreamBox Learning Math
- Edgenuity Pathblazer
- Lexia Reading programs
- Rosetta Stone

### **Tech and Entrepreneurship Electives**

Our program places special emphasis on technology and entrepreneurship skills. Some of our unique offerings include:

- Digital Photography and Animation
- LEGO Robotics and Engineering
- Minecraft STEAM courses
- Programming and Computer Science

- Entrepreneurship fundamentals
- Cybersecurity Foundations
- 3D Design and Modeling

## **Community and Experiential Learning**

We believe in extending learning beyond digital platforms. Our program supports:

- Community education classes (e.g., art, music, dance)
- Museum memberships
- Live online classes with industry professionals
- Educational subscriptions

## **Technology Support**

To ensure all students can fully participate, we provide an annual technology allowance for:

- Computer access
- High-speed internet
- Other approved educational resources

## **Student Support and Engagement**

### **Teacher Interaction**

Our certified teachers play a crucial role in student success by:

- Providing regular feedback on student work
- Offering personalized assignments and learning opportunities
- Supporting students in academic competitions and projects
- Conducting individual and small group tutoring sessions as needed
- Implementing intervention strategies for struggling students (including Child Find for Special Needs)

### **Community Building**

We foster a sense of community through various initiatives:

- Social clubs catering to diverse interests
- Virtual and in-person field trips
- Career exploration events
- Student showcase nights
- Academic challenges and competitions

- Community service projects through our REACH Club

## **Parent Support**

We recognize parents as key partners in education. We offer:

- A dedicated Parent Support team
- Mentoring from experienced program parents
- Regular webinars and educational events

## **Parent/Guardian Responsibilities**

To ensure student success, we ask parents/guardians to:

- Supervise and ensure student safety during learning activities
- Support the student's approved education plan (at least 4-6 hours daily)
- Maintain regular communication via email
- Provide necessary technology infrastructure (internet and computer access)
- Ensure timely completion of coursework
- Uphold academic integrity standards

## **Conclusion**

Our personalized education program is designed to inspire young people to discover, develop, and celebrate their uniqueness. By combining flexible learning structures, cutting-edge resources, and a strong support system, we aim to prepare students for future success in an increasingly technology-driven world.

# Distance Education Service Agreement

This Distance Education Service Agreement (this “**Agreement**”) is entered into by and between Gallatin Gateway School, a Public School District located at 100 Mill St, Gallatin Gateway, MT 59730 (the “**School**”), and My Tech High, Inc., (DBA "OpenEd") a Utah corporation located at 224 S. Main, #438, Springville, UT 84663 (the “**Company**”). The School and the Company are collectively referred to as “**Parties**”, and each may be referred to individually as “**Party**”. This Agreement is effective as of the date signed by the Company (the “**Effective Date**”), as follows:

## **RECITALS**

- a. The School desires to enter into a contract with the Company for the purpose of providing certain distance education marketing, recruitment, curriculum sourcing/matching and monitoring services as particularly described as described further *below*;
- b. The School has requested those services and the School has determined that the Company is qualified and capable of providing those services to the School on reasonable terms as described *below*; and
- c. The Company is willing to provide those services for the School on the terms described *below*.

## **TERMS**

1. Services. The School retains the Company to perform, and the Company agrees to provide for the benefit of the School, subject to this Agreement and applicable public policies, procedures, rules, regulations and guidelines governing the School (collectively, the “**School Rules**”), certain distance education marketing, recruitment, curriculum sourcing/matching and monitoring services as particularly described in the attached **Exhibit A** (the “**Services**”). The Company will, at all times, ensure that all teachers hold a license in good standing for the state in which the School is located and/or services are performed. The Company will, at all times, maintain documentation of required background checks for any and all employees and contractors with significant unsupervised access to students and will conduct periodic

monitoring as provided through the state's tracking system. Upon request, the Company will also ensure all employees and contractors of the Company to be eVerified.

2. Term and Termination. For the purposes of this Agreement a “**School Year**” means the first day in one year when a school is open to receive students for instruction, to the day immediately before the first day that a school is open to receive students for instruction in the following calendar year, inclusive. This Agreement is effective on the Effective Date and shall be for a term of 3 School Years (the “**Term**”). During the 3rd School Year, either party can terminate the Agreement, for any reason and without cause, for the upcoming School Year by providing notice, in writing, of the party’s intention to terminate the Agreement on or before January 15. Upon completion of each Term, this Agreement will automatically renew for another 3 School Years, unless otherwise terminated. For clarification, should either Party provide a written notice of termination to the other Party on or before January 15<sup>th</sup> of the ongoing School Year, the termination of this Agreement would not be effective until the last day of that ongoing School Year.
3. Performance Standards. The Company agrees to interact with any and all students, faculty, staff, clients and potential students of the School consistent with the professionalism and overall mission of the Company. The Company will perform all Services in a diligent, timely, professional and ethical manner consistent with the School Rules and at all times in compliance with all applicable laws, codes, ordinances, and other governmental rules and regulations. The Company will provide the School with reports, oral or written, on an "as needed" basis or upon the reasonable request of appropriate School officials.
4. Representations. The School will perform all obligations and responsibilities necessary to stay in good standing with the State, the State Office of Education, the State Board of Education, the State Charter School Board, as applicable, and any other individual or organization responsible for or charged with oversight of the School’s and its’ required accreditation(s). The School agrees to notify the Company, in writing, within 24 hours should the School lose its accreditation or good standing with any applicable State agency including, without limitation, the State Office of Education, the State Board of Education, or the State Charter School Board. The School hereby represents and warrants that it has been duly authorized to execute and deliver this Agreement and that it is acting within the authority and power duly granted to it.
5. Compensation. So long as the Company continues to provide the Services as required by this Agreement, the School will pay the Company for the Services consistent with the fee schedule outlined in **Exhibit A**.

6. Expenses/Equipment. The Company will be responsible for its own expenses and will not be entitled to seek reimbursement from the School without the prior approval of the School's Superintendent or his/her appointed designee.
7. Indemnification. The School and Company will indemnify, defend and hold harmless the other, and their respective directors, officers, employees, agents, attorneys, and representatives, from and against liability for all claims, losses, damages and expenses including attorneys' fees, to the extent such claims, losses, damages or expenses are caused by or related in any way to the indemnifying Party's performance of any obligations or activities, or failure to perform any obligations or activities, under this Agreement. If any claims, losses, damages or expenses are caused by the joint or concurrent actions or, as applicable, inactions of the School and the Company, they will be borne by each Party in proportion to each Party's contribution to the claim, loss, damage or expense. In addition, the School will indemnify, defend and hold harmless the Company and its directors, officers, employees, agents, attorneys, and representatives against all expenses, liabilities, and claims by or on behalf of any person or entity, including reasonable attorney fees, arising out of either (i) a failure of School to perform any of the terms or conditions of this Agreement, (ii) any injury, death or damage happening on or about the School's premises, except to the extent caused by the fault or negligence of Company, (iii) any injury, death or damage caused by the fault or negligence of the School, its employees, agents, contractors, invitees, licensees, sublessees, assigns or guests, and (iv) a failure of the School to comply with any applicable law or regulation of any governmental authority.
8. Nature of the Relationship. The Company will operate as an independent contractor to the School. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of the other Party. Nothing herein will be construed to create a partnership or joint venture by or between the Company and the School. Neither Party shall be the agent of the other except to the extent otherwise specifically provided for by this Agreement. Neither Party has the express nor implied authority to represent to any third party, and will, whenever needed, disclaim to such parties any ability to legally bind the other Party to any duty. Neither Party shall be responsible for the acts of the employees or contractors of the other Party. Each Party shall retain control over and shall properly compensate its own employees, agents, and contractors. Nothing in this Agreement shall limit or restrain the Company from providing similar or equal services to other schools. No interest, license, or any right respecting confidential or proprietary information, other than expressly set out herein (if at all), is granted to the School, and the School waives and releases and claims

or rights it may have to such Company information. Nothing in this Agreement obligates the Company to disclose any information to the School or enter into any other agreement with the School.

9. Non-Disparagement. The School agrees not to, and to cause its representatives, agents, employees, contractors, and officials not to, make or publish any public statement critical of, or in any way adversely affecting or maligning the reputation of, the Company at any time. The obligations of, and restrictions upon the School under this paragraph survive the termination of this Agreement perpetually.

10. Default.

1. Each of the following events shall constitute a material default or breach of this Agreement: (i) failure to pay any amounts in accordance with this Agreement, (ii) failure to perform or comply with any of the conditions or obligations of this Agreement, or (iii) if any of the representations made herein is inaccurate or becomes inaccurate at any point during the term of this Agreement. The failure of a Party to insist on strict performance of any of the terms and conditions shall not be deemed a waiver of the rights or remedies that Party may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

2. In the event of any default hereunder, the rights of the non-defaulting Party shall be as follows: (i) recover all damages proximately resulting from the default or breach; (ii) obtain an injunction to restrain the breach or to require performance of the Agreement; and/or (iii) pursue or obtain any other right or remedy available at law or in equity. All rights and remedies are cumulative and non-exclusive.

11. Entire Agreement/Waiver/etc. The terms contained in this Agreement constitute the entire Agreement between the Parties concerning the subject matter of this Agreement. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts will constitute a single binding instrument. All headings/captions in this Agreement are for convenience of reference only. No provision of this Agreement can be modified, amended, or supplemented except in a writing signed by an authorized representative of each Party to be bound. Either Party's failure to enforce any provision is not a waiver or limitation of that Party's right to later enforce and compel strict compliance.

12. Governing Law and Venue. Utah law governs this Agreement. Courts located in or serving Utah County, State of Utah will have exclusive jurisdiction and venue over any matters arising out of this Agreement. Each Party submits to such jurisdiction and venue and agrees not to file or seek to remove any action to any other venue or jurisdiction.
13. Waiver. Either Party's failure to enforce any provision is not a waiver or limitation of that Party's right to later enforce and compel strict compliance.
14. No Assignment. The Company may assign this Agreement at any time, for any reason. The School shall not assign this Agreement to any other party or entity, or delegate any duties under this Agreement, without the advance written consent of the Company, in the Company's sole discretion. Any assignment or delegation by the School without advance written consent from the Company is void.
15. Attorneys' Fees and Costs. If either Party incurs legal fees or other expenses in any action to interpret and/or enforce the provisions of this Agreement, the prevailing Party in any such action shall be entitled to recover the same from the non-prevailing Party.
16. Waiver of Jury Trial. The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way related to this Agreement and the relationship of the Parties.
17. Severability. If any part of this Agreement is held invalid for any reason, the remaining provisions will continue to be valid.
18. Notices. Notices under this Agreement are not valid unless given in writing and addressed to the Party at the email address of the receiving Party set forth below next to each Party's signature, respectively. Either Party may update their email address from time to time by providing notice under this Section 18.

**End of Terms – Signature Page Follows**

# ACCEPTANCE

THIS DISTANCE EDUCATION SERVICE AGREEMENT IS AGREED TO BY:

The "SCHOOL"

Gallatin Gateway School

Signature of Authorized Representative

Name:

Date of Signature:

Title:

Email:

The "COMPANY"

MY TECH HIGH, INC., a Utah corporation

Signature of Authorized Representative

Name:

Isaac Morehouse

Date of Signature:

Title:

CEO, My Tech High, Inc. DBA "OpenEd"

Email:

imorehouse@opened.co

# EXHIBIT A

## **Description of Services and Fees**

The Company will deliver distance education services generally defined under state education statutes and provisions. The Services shall typically include a combination of: marketing and delivering a personalized education program on behalf of the School, organizing and hosting virtual student clubs, field trips, park days, community events, working to keep students successfully enrolled and progressing, including improving the retention of students enrolled in the School's personalized distance education program. The School is welcomed and encouraged to offer a variety of virtual educational options to students beyond what the Company offers.

The responsibilities and services to be provided by the School and Company, respectively, are set forth below:

### **SCHOOL**

#### **Registrar Role**

- Receive complete Student Enrollment Packets provided by Company prior to the start of each approved enrollment period (i.e. August and January):
  - Verify Immunization Records are complete
  - Verify Proof of Residency is accurate
  - Verify Birth Certificate exists and student age is eligible to enroll in approved grades
  - Verify all Parent / Guardian information is provided
- Enter all Student / Parent information into School's Student Information System (SIS) with assistance available from Company, upon request.
- Review, approve, and confirm that all student schedules provided by Company meet minimum state requirements for student membership (i.e. continuing enrollment measurement).
- Enter all student courses provided by Company into SIS with proper state code.
- Assign Pass / Fail grades in SIS each semester based on state-certified teacher progress reports provided by Company.
- Maintain official public school transcript for all students.

#### **Special Education Role**

- Review all past and current IEPs on file for all students.
- Upon referral from the Company's General Education teacher(s) identified via Child Find best practices: administer all diagnostic tests and intellectual assessments for any student identified with possible learning disabilities.
- Convene IEP Review meetings regularly to document progress towards IEP goals.

- Inform parents of Procedural Safeguards regarding parental rights with a student who has a learning disability.

### **State Test Administration**

- Ensure all state tests are proctored and administered by Company according to state policy.
- Ensure all students are assigned to take the proper test based on the course schedule.
- Record all state test results in the State Testing Portal.
- Ensure all proper documentation is received for any parent who chooses to opt-out of state testing.

### **Administrative**

- Submit all state reports in a timely manner to ensure compliance with all student membership requirements.
- Conduct regular participation audits to ensure students are progressing.
- Confirm General Core Curriculum resources map to the State Core Standards.
- If applicable, for students in grades 9-12, provide a dedicated high school counselor to ensure appropriate documentation is collected and credits are granted towards a high school diploma.
- Confirm Teaching Credentials of all teachers to ensure all licensure requirements are met.
- Ensure required background checks for Company staff are on file.
- Meet regularly, as needed, with the Program Manager.
- Provide regular updates, as needed, to the Governing School Board regarding enrollments, student success stories, and strategic direction.

### **COMPANY**

#### **Parent Support Services:**

- Market to parents statewide the availability of School's full-time personalized distance education program.
- Assist parents in submitting all required enrollment documents to the School's Registrar prior to the beginning of each approved enrollment period (i.e. August and January).
- Assist parents in selecting from a wide range of various approved, secular supplemental curriculum choices to design a personalized education plan based on the unique academic, emotional, and physical needs of each child.
- Support parents in curating approved resources through either a direct order or reimbursement format.

#### **Curriculum Distribution / Matching Services:**

- Provide students unlimited access to various comprehensive digital curriculum programs that map to the State Core Standards by subject area and by grade level.

- Ensure students can access approved supplemental resources from a combination of book-based curricula, online courses (live and self-paced), co-op groups, Makerspace workshops, and local community classes/resources.

### **Academic and Technical Student Support Services:**

- Provide a learning coach, a state-certified teacher, and the necessary technology to assist students daily in progressing through their personalized education plan.
- Ensure all students are supported (including tutoring services) by a state-certified and properly endorsed teacher with a license in good standing.
- Ensure students have access to high-speed internet and a computer.
- As needed, attend a student's IEP Review meetings hosted by School Administrator.
- Facilitate multi-age group / social interaction opportunities through field trips (in-person and virtual), interactive webinars, park days, showcase nights, virtual student clubs, and more.
- Support students who are interested in participating in extracurricular activities at their local boundary school, if applicable.

### **Accountability / Compliance / Administrative Services:**

- Maintain documentation of required background checks for any employees or contractors with significant unsupervised access to students.
- On a weekly basis, track and monitor student progress and highlights towards mastery of identified competencies.
- Ensure each student maintains a portfolio of work samples for audit / review at any time.
- Based on weekly attendance requirements and reports, notify School of any student out of compliance with the continuing membership policy.
- Under the direction of School's assessment director, schedule, and proctor state-mandated standardized tests to all students in various locations around the state.
- Provide School all proper documentation is received for any parent who chooses to opt-out of state testing.
  - Ensure all purchases and reimbursements are pre-approved and in full compliance with State Law and Board Rule.
  - Meet with School Administration and Staff regularly to ensure the program continues to remain compliant with State Constitution, Statute, and Board Rules (including a Written Monitoring Plan as typically required by Board Rule).

### **PAYMENT FOR SERVICES**

- **Student Fee.**
  - The School will pay the Company a fee (the "Student Fee") equal to eighty percent (80%) of the total State funding to the School for each student in grades K–12, per year for each student actively

enrolled in the program under this Agreement, provided that such fee shall be no less than **\$5,460** per student (the “Minimum Fee”). Whichever amount is greater—80% of total State funding or \$5,460—will be the applicable Student Fee for that year.

- **Unconditional Obligation to Pay / Invoicing.**

- **Monthly Invoices.** The Company will issue monthly invoices for the Student Fee for active students from **September through May** of each applicable School Year.
- **Obligation to Pay.** The School **unconditionally** acknowledges its obligation to pay each invoice (and shall record such amounts as a liability upon receipt of each invoice), regardless of the timing of any State funds actually received.

- **Application for True-Up Funding.**

- The School will use its **best faith efforts** to apply for and obtain any “true-up” or other accelerated funding from the State of Montana (or other governmental authority) intended to compensate for enrollment increases on a timely basis.

- **Payment Timing Based on Funding.**

- **Scenario A: True-Up Funding Granted**

- If the School **successfully obtains** true-up or accelerated funding for a given School Year, the School shall **pay** the Company the monthly invoiced amounts in **nine (9) installments** (September–May), due by the **15th** of each month, with **net 60** payment terms from the date of each invoice.
- The School remains obligated to pay each invoice in full by no later than **60 days** after the date of the invoice.

- **Scenario B: No True-Up Funding**

- If the School **does not obtain** true-up or accelerated funding, it will not receive State funding for these students until the following School Year (or later).
- In that event, **payment** on monthly invoices for that School Year (September–May) will be **deferred** until the School **actually receives** its corresponding State funds. The School shall **pay** the total invoiced amount(s) for that School Year **within thirty (30) days** after receipt of such State funds.

- **Illustrative Example (Fall 2025 Enrollment):**

- **Scenario A: True-Up Funding Granted**

- In Fall 2025, 100 students enroll under this Agreement.
- The School successfully secures true-up funding for 2025–26.
- The Company invoices monthly from September 2025 through May 2026.
- Each invoice is due **within 60 days** of the invoice date (because early funds are available).

- The School pays promptly once it has the accelerated funding.
- **Scenario B: No True-Up Funding**
  - In Fall 2025, 100 students enroll under this Agreement.
  - The School does **not** receive early funding for 2025–26; instead, it receives State funds in Fall 2026.
  - The Company still issues invoices monthly from September 2025 through May 2026.
  - The School defers payment until the State funds arrive in Fall 2026 (or whenever they do).
  - The School pays the total amount invoiced **within 30 days** after receiving those funds.
  - Despite the deferred payment, the School's liability for the invoiced amounts **arises** upon receipt of each invoice in 2025–26.
- For each online or onsite course on a student's personalized schedule delivered directly by School (i.e. Edgenuity, in-person class, etc.), My Tech High will provide a credit back to School of \$400/course/year
- The School may purchase a professional development package to train existing onsite teachers to support any course from the Company's catalog to use in-school, after-school, or in summer school programs (price varies based on a package negotiated separately).

\*The School is encouraged to pursue additional funding from other sources (i.e. from federal grants/programs, Special Ed, land trust, local tax, etc.) to use as needed at School's discretion.

Old Business  
ACTION ITEM

**Budget Amendment Resolution**

Presented by: Mary Thurber

Background: (Include funding sources as appropriate). The Board passed the Budget Amendment Proclamation, which was the first part of the Budget Amendment process. The Budget Amendment Resolution, which is the second part of the process, has been published in the Bozeman Daily Chronicle, posted outside of Gallatin Gateway School and has been sent to the County Superintendent and County Commissioners.

Recommendation: To approve the Gallatin Gateway School District #35 Budget Amendment Resolution.

**BUDGET AMENDMENT RESOLUTION  
GALLATIN GATEWAY SCHOOL DISTRICT #35  
GALLATIN COUNTY, MONTANA**

At a regular meeting of the Board of Trustees of School District No 35, Gallatin County, Montana, held April 16, 2025 at the Gallatin Gateway School, 100 Mill Street, Gallatin Gateway, MT 59730, the following resolution was introduced:

WHEREAS, Trustees of School District No. 35, Gallatin County, Montana, have made a determination that as a result of unforeseen circumstances, the District’s budget for the General and Transportation Funds does not provide sufficient financing to properly maintain and support the District for the entire 2024-2025 school year; and

WHEREAS, the Trustees have determined that an amendment to the Gallatin Gateway Elementary School General Fund budget in the amount of \$46,369.67 as well as the Gallatin Gateway Elementary School Transportation Fund budget in the amount of \$33,907.03 is necessary under the provision of Section 20-9-161 [6], MCA; for the purpose of providing funds necessary for the continuation of District operations during the 2024-2025 school year.

WHEREAS, the anticipated source of financing for the budget amendment expenditures shall be the General Fund reserve (\$46,369.67) and the Transportation Fund Unreserved Fund Balance Reappropriated less the On-Schedule and Contingency amounts (\$33,907.03).

THEREFORE BE IT RESOLVED that the Board of Trustees of School District No. 35, Gallatin County, Montana, proclaims a need for an amendment to the Gallatin Gateway Elementary School General Fund budget in the amount of \$46,369.67 as well as the Gallatin Gateway Elementary School Transportation Fund budget in the amount of \$33,907.03 is necessary under the provision of Section 20-9-161 [6], MCA; for the purpose identified above.

_____	_____	_____
Print Chairperson’s Name	Signature of Chairperson	Date

_____	_____	_____
Print District Clerk’s Name	Signature of District Clerk	Date

DATE BUDGET AMENDMENT WAS ADOPTED: \_\_\_\_\_, 20\_\_\_\_

List all budget amendment expenditure items and amounts:  
\_\_\_\_\_  
\_\_\_\_\_

Old Business  
ACTION ITEM

**Rural Improvement District**

Presented by: Mary Thurber

Background: (Include funding sources as appropriate) A Rural Improvement District (“RID”) is a legal taxing authority that can raise funds in specific areas for specific purposes. The Gallatin County Commissioners are very interested in creating a RID in Gallatin Gateway for the purpose of building a sidewalk along Mill Street as well as for maintaining the sidewalk. The Commissioners would like to get the support of the Gallatin Gateway School Board of Trustees for the creation of the RID before they move forward.

Recommendation: To support and approve the creation of a Rural Improvement District in Gallatin Gateway.

Old Business  
ACTION ITEM

**Safety/Security Film for Front Doors**

Presented by: Tim Melton and Kelly Henderson

Background: (Include funding sources as appropriate) One of the security upgrades discussed over past years has been changing the front entry way to make it more secure. One of the options is to add safety/security film for the front doors. We contacted two companies, one local and one not. The local company could install the security film which is not bulletproof, but it is shatter proof. The Facilities committee is recommending we complete this project. The funding will come from building reserves and will cost approximately \$6,000.

Recommendation: Administration recommends approval of the purchase and installation of the security film..

New Business  
DISCUSSION ITEM

**Health Insurance**

Presented by: Mary Thurber

Background: (Include funding sources as appropriate) The district is researching other health insurance coverage that would be more beneficial for staff while decreasing costs for the District. We currently work with Marsh McLennan. They coordinate our BCBS and Guardian Life benefits. Our contact at Marsh McLennan has indicated that health insurance costs may increase around 12% next year. In an effort to reduce costs, we have been looking at two alternatives: the Montana School Insurance Alliance (or MTSIA) and Joint Powers Trust (JPT). MTSIA arose out of HB332, legislation that provides a significant incentive, \$40 million, for school districts to band together in forming a “district health insurance trust.” JPT is a non-profit group health benefit trust, based in Billings, MT.

New Business  
ACTION ITEM

**Staff Non-Renewal without Cause**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate)

Do we have a motion on the issue of issuing a contract to Carly James, a non-tenured teacher, for the 2025-2026 school year?

I move that the Board of Trustees of Gallatin Gateway School District not renew the employment contract of Carly James, a nontenured teacher, for 2025-2026 school year without cause in accordance with Section 20-4-206, MCA.

Is there a second? The motion having been made and seconded we will go to discussion. The public is permitted to comment on the motion presently before the board. Please keep in mind that non-tenured teachers may be non-renewed without cause. This means that the teacher is a probationary employee that may be nonrenewed without providing cause or the reasons for nonrenewal. As such, any public comment must remain germane to the motion and honor the expectations of decorum. The Board Chair has the authority to manage all public comment periods and will do so in accordance with state law and district policy. The board and the public will not get into discussions about performance or start speculating about the "reasons" for the recommendation. The board's function on a motion for non-renewal of a non-tenured employee without cause is to accept or reject the motion so there may be limited Board discussion. At no time will there be a closed session on this motion.

Recommendation: The Governing Board recommends the non-renewal without cause for Carly James for the 25-26 school year and adopts the resolution.

**RE: NONRENEWAL OF NONTENURED TEACHER WITHOUT CAUSE**

On Motion duly made by \_\_\_ and seconded by \_\_\_ the following resolution was presented to the Board:

WHEREAS, the Superintendent has presented the Board with a recommendation to nonrenew the employment of Carly James, a nontenured teacher with the District;

WHEREAS, this recommendation is being made without cause pursuant to § 20 -4-206, MCA, which provides, in part, that:

20-4-206. Notification of nontenure teacher reelection -- acceptance – termination.

.....

(3) Subject to the June 1 notice requirements in this section, the trustees may nonrenew the employment of a nontenure teacher at the conclusion of the school fiscal year with or without cause.

NOW THEREFORE, be it resolved that the Board of Trustees of Gallatin Gateway School District No. 35, accepts the recommendation of the Superintendent and hereby nonrenews the employment of Carly James, a nontenured teacher without cause pursuant to § 20-4-206, MCA.

Vote being had on the foregoing Resolution, the results of which are as follows:

Name of Trustee	In Favor	Opposed
Aaron Schweiterman	_____	_____
Tim Melton	_____	_____
Carissa Paulson	_____	_____
Brian Nickolay	_____	_____
Lucas Hancox	_____	_____

The Chairperson declared said Resolution adopted.

New Business  
ACTION ITEM

**PDAC Schedule for 25-26**

Presented by: Carissa Paulson, Kelly Henderson

Background: (Include funding sources as appropriate) The PDAC committee met on April 10th to review the survey results from the staff and determine the calendar for the 25-26 school year. The survey results determined a continued focus on Standards-based teaching and learning, Student Engagement, and Dyslexia and Reading in the Content training.

Academic Calendar PIR Day Activities:

- August 18-22:
  - Day 1: Welcome, Breakfast with the Board, Team Building, Classrooms, Bulletin Boards
  - Day 2: Operations Day - Manuals, Master Agreement, Infinite Campus, Safe Schools, Safety, Business Office Procedures, Teaching of Controversial Issues - parent notification and curriculum resource reviews, Assessment Calendar, NEW Whitelist updates, Sub Folder Contents, Disclosure Agreements, Title I, Indian Education for All, Special Education, Writing, MTSS - Intervention, Crisis Team, Behavior; 504 /IEP, Classroom Management, MAST Test Administrator online training (KITE); Student Behavior Matrix - planning for behaviors, Renaissance, IXL
  - Day 3: Trauma Informed and Restorative Practices with Stacy York  
<https://www.gobeyou.org/about?>
  - Day 4: Dyslexia and Reading PD, Learning Engagement, Open House
  - Day 5: CPI De-escalation strategies; Finish up remainder of the business and classroom time
- October 16 - MEA, FLEX or other approved PD. Flex PD needs to be approved by the Superintendent before October 1, 2025 - day 1
- October 17 - MEA, FLEX or other approved PD. Flex PD needs to be approved by the Superintendent before October 1, 2025 - day 1
- October 31 - Report Cards ½ day students
- November 5-6-7 - Parent Teacher Conferences ½ day for students on 6th; no school on the 7th
- January 16 - Report Cards ½ day students
- March 27 - Report Cards ½ day students
- April 9 - Parent-Teacher Conferences ½ day for students on the 9th; no school on the 10th
- June 10 - Last Day for Students ½ day students, full day teachers

2025-2026 Required Online Training:

Safe Schools Training schedule will be given to staff on or before August 1st, to be completed by August 23rd.

Wednesday PLC  
2025-2026

August 27:	Team Time with Paraprofessionals #1 - review of students/expectations for work
September 3:	EPAS Training
September 10:	Standards-based Instruction and Grading

September 17:	Data Entering and Analysis
September 24:	Learning Engagement
October 1:	Christmas Program, Parent Teacher Conferences, Swimming Planning
October 8:	Standards-based Instruction and Grading
October 15:	Dyslexia and Reading PD
October 22:	Team Meetings with Paras #2 - Report Card preparation
October 29:	Standards-based Instruction and Grading
November 5:	Parent Teacher Conference Day
November 12:	MTSS Interventions/Data/Evidence/CPI De-escalation
November 19:	Classified Staff Meeting/Learning Engagement
December 3:	Standards-based Instruction and Grading
December 10:	Data Entering and Analysis
December 17:	Team Time
January 7:	Start review of handbooks/Classroom Management Refresh
January 14:	Team Time Report Cards
January 21:	Data Entering and Analysis
January 28:	Team Time with Paras #3
February 4:	MTSS Interventions/Data/Evidence/CPI De-escalation
February 11:	Classified Staff Meeting/Dyslexia and Reading PD
February 18:	Standards-based Instruction and Grading
February 25:	Team Time - focus on student behavior/attendance
March 4:	Data Entering and Analysis/Learning Engagement
	March 11: Planning for Volunteer Appreciation, Student Appreciation Day, Field Day, Field Trips
March 25:	Team Time - Report Card Prep
April 1:	MTSS Interventions/Data/Evidence/CPI De-escalation
April 8:	Team Time - Parent Teacher Conference Prep
April 15:	Classified Staff Meeting/Dyslexia and Reading PD
April 22:	Standards-based Instruction and Grading
April 29:	Standards-based Instruction and Grading
May 6:	Team Time with Paras #4
May 13:	End of Year
May 20:	End of Year
May 27:	End of Year
June 3:	End of Year

Recommendation: Administration recommends approval of the PDAC Schedule for the 25-26 school year.

New Business  
ACTION ITEM

**Negotiations - Memorandum of Understanding - STARS Act**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate) In lieu of changing the salary schedule, we are permitted to have an MOU that outlines the expectations of starting salary, stipends, and extra-duty stipends. This MOU obligates the district to utilize the funding to increase teacher salaries to the minimum as well as utilizing the remainder of the STARS Act money for extra-duty stipends.

**Memorandum of Understanding**

This memorandum of understanding is between the Gallatin Gateway Association and the Gallatin Gateway School District.

**Background**

- House Bill 252 also known as the Student and Teacher Advancement for Results and Success Act (STARS Act) is expected to modify MCA 20-9-324.
- The STARS Act proposes additional funding for districts that meet the legislative goal for base teacher pay under 20-9-324, consisting of the greater of the following two criteria:
  - Teacher base pay shall be equal to 11 times the quality educator payment (starting at \$41,613 for the 2025-26 school year, \$42,863 for the 2026-27 school year and as increased thereafter from year to year as the quality educator payment rises). 62% of the average teacher pay from the previous fiscal year in fiscal year 2026. This minimum percentage is scheduled to increase under HB 252 by 2% per year until it is capped at 70% for 2030 and onward.
  - Section 18 of HB 252 provides that a district must provide a written commitment compliance before the effective date of the act or May 15, whichever is later, to receive the additional funding for the 2025 -26 school year.

The parties agree to the following:

**Salary Matrix Adjustment Provision**

The existing salary matrix shall continue to be in effect for all cells, except for the following modifications

1. Any cell in the salary matrix that is below either:
  1. Eleven (11) times the Quality Educator Payment (QEP), or
  2. Seventy percent (70%) of the “teacher average pay”, as defined in 20-9-324, MCA, shall be automatically adjusted upward to the higher of the two amounts.
  3. Teachers will be moved or start at step 2 of the salary schedule to meet the requirements.
2. Additionally, the district shall ensure that “base teacher pay”, for the district, as defined in 20-9-324, MCA, is at least the amount necessary to meet the legislative goals for teacher base pay, in accordance with the provisions of 20-9-324.

**Additional Funds:** If the funds received by the district for an extra quality educator payment under 20-9-324 exceed the costs of meeting the teacher base pay incentive in 20-9-324, the district and the union agree that 25% of the funds above the cost of compliance (anticipated to be \$144,839.14 for two years) will be allocated and pledged toward further increasing the compensation for teachers included in this agreement. The cost of steps and lanes is \$144,839.14 leaving \$50,000 for the parties to allocate over the next two years. Anticipated revenue from the STARS Act is \$102,000 per year.

Negotiations regarding such increases must result in continued compliance with the provisions of 20-9-324.”

**Informational:** Although not officially included in this Memorandum of Understanding (MOU), both parties recognize that Classified staff currently comprise 5.5% of district salaries, while Administration represents about 31%. The parties expect that the unallocated remaining funds from the STARS Act will be committed in a manner similar to that of teachers.

**Effect:** All other terms and conditions shall remain in full force and effect as written. The parties recognize that extracurricular activities, compensation, and all other terms and conditions will be open to further negotiation during the regular bargaining process.

**Term:** This agreement will take effect immediately and will continue for two years (expiring June 30, 2027).

In the event HB252 fails to pass or is modified beyond the terms expressed herein this Memorandum of Understanding (MOU) shall become null and void.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**For the Union**

**For the District**

Recommendation: Administration recommends approval of the Memorandum of Understanding to meet the STARS Act requirements.

New Business  
ACTION ITEM

**Negotiations - Salary Schedule for 25-26**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate) After reviewing the STARS Act requirements and minimums for salaries, the salary matrix remains the same with new staff or staff not meeting the minimums moved on the salary schedule. New teachers and returning teachers will start at year 2 with the salary of \$41,733, if they are currently making less than the \$41,615.

STARS Act Salary Requirements

25-26	\$	41,615.00
26-27	\$	42,863.00
27-28	\$	43,935.00
28-29	\$	45,033.00
29-30	\$	46,159.00

Years							
Experience	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10
0	39,076	40,248	41,421	42,007	42,593	43,179	43,765
1	40,405	41,694	42,984	43,609	44,273	44,898	45,563
2	41,733	43,140	44,547	45,211	45,953	46,618	47,360
3	43,062	44,586	46,110	46,813	47,634	48,337	49,158
4	44,390	46,032	47,673	48,415	49,314	50,056	50,955
5	45,719	47,477	49,236	50,017	50,994	51,776	52,753

6	47,048	48,923	50,799	51,619	52,674	53,495	54,550
7	48,376	50,369	52,362	53,222	54,355	55,214	56,348
8	49,705	51,815	53,925	54,824	56,035	56,934	58,145
9	51,033	53,261	55,488	56,426	57,715	58,653	59,943
10	52,362	54,706	57,051	58,028	59,396	60,372	61,740
11	53,690	56,152	58,614	59,630	61,076	62,092	63,538
12	55,019	57,598	60,177	61,232	62,756	63,811	65,335
13	56,348	59,044	61,740	62,834	64,436	65,530	67,133
14	57,676	60,490	63,303	64,436	66,117	67,250	68,930
15		61,935	64,866	66,038	67,797	68,969	70,728
16			66,429	67,641	69,477	70,688	72,525
17				69,243	71,157	72,408	74,323
18					72,838	74,127	76,120
19						75,847	77,918
20						77,566	79,715
21							81,513
22							83,310
23							85,108

24							86,905
25							88,703

Recommendation: Administration recommends approval of the 25-26 Salary Schedule.

New Business  
ACTION ITEM

**Preschool Attendance Requirements**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate) In February, after the spring count date, we were informed by OPI that any student who was not 4 by September 10th cannot be funded. We currently have a wait list for preschool attendance.

Preschool Programming

Hours: M-F 8:00 am – 3:00 pm Preschool will follow the same academic calendar as the K-8

Room: Primary Wing

Teacher: Mrs. Yager

Students: 4-5 year olds that do not meet basic proficiency for Kindergarten in reading and mathematics and have never been enrolled in public school programming with the exclusion of Early Services through IDEA. Students must be 4 by September 10th of the current school year. Students must be potty trained to attend the program.

Philosophy: The Preschool program goal (Targeted Early Literacy Program) is to ensure students can read and complete math tasks on grade level by 3<sup>rd</sup> grade as mandated by MCA 10.63.101. The program will include structured play, academic instruction (Reading, Mathematics, Science, Social Studies, IEFA), art, music, PE, and library.

Assessments: STAR Early Literacy; EasyCBM; STAR Math/EasyCBM Mathematics; District Assessments

Children scoring at Novice, Nearing Proficient in reading and mathematics on the district assessments would qualify for attendance in the Preschool program for 4-5 year olds. Observation protocols will guide the qualification based on social/emotional needs.

District Assessments will take place yearly in May and August. These assessments are required for administration into the program. Mrs. Yager will be contacting you to schedule a time to complete the assessments.

**Students are not automatically admitted into the program. They must show a need for school based programming.**

Curriculum: The program will be following the NAEYC Early Childhood Standards for all content areas.

Reading: Utilize Foundations for instruction. Instruction and play will focus on oral language development, phonological awareness, and alphabet knowledge. Writing will be introduced to the students throughout the year.

Mathematics: Number sense and operations, measurement, data analysis (counting, sorting, categorizing objects), Algebraic Thinking (patterns – identification, description, and creation), Geometry and Spatial Reasoning (shapes, directional words).

Science: Scientific Thinking and Methodology (investigations, experiments, manipulating objects), Life Science, Physical Science, Earth and Space Science, Engineering (designing and building)

Social Studies: Time (past, present, future), Places, Regions and Spatial Awareness (geography), Physical World (Ecology), Technology (developmentally appropriate technology skills).

Play: Meaningful play will be incorporated into the daily lessons to facilitate the learning of social skills, academic concepts, and self-regulation.

Cost: Monthly fee, due on the first day of each month, is **\$111.00** (there is not a scholarship option at this time). Breakfast (7:40-7:55) and lunch are offered to preschool students at the same student rates per meal (\$2.25 + \$3.90). Healthy snacks are provided daily and costs \$50 for the year. Parents can apply for Free/Reduced meals by contacting Mrs. Hancox.

Registration: Please complete the registration process with Mrs. Hancox at your earliest convenience.

***Registering for Pre-School, here is what you need to do:***

- Schedule for **placement testing** and **demographic confirmation** with Mrs. Hancox.
- Present a certified **birth certificate** to be copied by the office staff.
- Present most current **immunization records** to the office staff.
- Fill out the **online registration** through Infinite Campus. If you are enrolling a sibling of one of our students, please use your parent portal to add a new student. [If you are new to our school, please use this link to register your preschooler.](#)

Supply List:

- 2 Boxes of 24 Crayons
- 2 Boxes of 10 broad-tip washable markers (classic colors)
- 2 Boxes of 10 fine-tip washable markers (classic colors)
- 2 Boxes of 12 sharpened colored pencils (classic colors)
- 24 Sharpened #2 Pencils (yellow only - good quality)
- 2 Pink erasers
- 16 Glue Sticks Kinder (regular - no scented)
- 8 Glue Sticks
- 16 Fine-tip dry erase markers
- 1 Hard sided pencil box (5"x8")
- 2 Pocket folders (pockets at bottom)
- 1 Pair of headphones or earbuds, labeled with name
- 1 box of gallon sized zip lock bags - boys
- 1 box snack sized zip lock bags - girls
- 2 Containers of disinfecting wipes
- 1 Water bottle (16 oz or less)
- 1 Paint shirt (old adult size t-shirt works best)
- 1 Pair of non-marking shoes **to stay at school** for PE and wearing inside
- 1 change of clothes

\$50 Fresh Fruits/Vegetable Snack

Recommendation: Administration recommends the approval of the Preschool programming to include the age and assessment requirements.

New Business  
ACTION ITEM

**Behavior Matrix**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate) A team of staff, students, and parents worked to update the discipline matrix for the 25-26 school year. The expectation was to focus on natural consequences for unacceptable behavior. The team decided to include student voices in the process to learn more about their needs and concerns around student discipline. I'd like to thank the following committee members: Ashley Davis, Hannah Hancox, Maddy Phelps, Marie Welch, Jacki Yager, and Sara Eykelbosch for their dedication to this work.

In all cases, administrative discretion will be exercised.

A referral form will be filled out for each occurrence for tracking purposes.

Administrative discretion will also be exercised if behaviors persist beyond Tier 4.

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
Arson				Authorities are contacted. Suspension and/or expulsion.
Assault				Authorities are contacted. Suspension and/or expulsion.
Bomb Threat				Authorities are contacted. Suspension and/or expulsion.
Bullying/Harassment/Creating Hostile Environment			Parent meeting with student, admin, and homeroom teacher.	Parent meeting with student, admin, and homeroom teacher. Implement behavior plan and schedule meetings with the school counselor.
Cheating/Plagiarism	Natural consequence at teacher's discretion.	Redo for half credit. Student calls parent and explains behavior.	Parent meeting with student, teacher, and admin. Redo assignment under supervision	Parent meeting with student, teacher, and admin. Review behavior plan. In-school

			of teacher (no credit given). Behavior plan.	suspension at admin's discretion. Redo assignment under supervision of teacher (no credit given). Additional written assignment outlining the importance of using your own work.
Deceit	Natural consequence at teacher's discretion.	Parent meeting with student, teacher, and admin. Structured recess.*	Parent meeting with student, teacher, and admin. Behavior plan. Consider setting where deceit is occurring and provide appropriate consequence (ex. Cafeteria, sit alone).	Parent meeting with student, teacher, and admin. Review behavior plan. In-school suspension at admin's discretion. Reconsider setting and adjust consequence or apply again and increase length of time.
Defiance	Natural consequence at teacher's discretion.	Student calls parent and explains behavior. Loss of preferred privilege.*	Parent meeting with student, teacher, and admin. Loss of preferred privilege for the following 3 school days or occurrences of specified privilege.* Implement behavior plan.	Parent meeting with student, teacher, and admin. Consider alternative learning setting. Loss of preferred privilege for the follow 7 school days or occurrences of specified privilege.* Review behavior plan.
Disrespect	Natural consequence at teacher's discretion.	Student calls parent and explains behavior. Loss of preferred privilege.*	Parent meeting with student, teacher, and admin. Loss of preferred privilege for the following 3 school days or occurrences of specified privilege.* Implement	Parent meeting with student, teacher, and admin. Consider alternative learning setting. Loss of preferred privilege for the follow 7 school days or occurrences of

			behavior plan.	specified privilege.* Review behavior plan.
Disruptive Conduct	Natural consequence at teacher's discretion.	Student calls parent and explains behavior. Loss of preferred privilege.*	Parent meeting with student, teacher, and admin. Loss of preferred privilege for the following 3 school days or occurrences of specified privilege.* Implement behavior plan.	Parent meeting with student, teacher, and admin. Consider alternative learning setting. Loss of preferred privilege for the follow 7 school days or occurrences of specified privilege.* Review behavior plan.
Distribution of drugs/alcohol				Authorities are contacted. Suspension and/or expulsion.
False Fire/Emergency Alarm				Authorities are contacted. Suspension and/or expulsion.
Harassment/Intimidation (sexual, racial, gender, religion, disability, ethnicity, physical characteristics)				Authorities are contacted. Suspension and/or expulsion.
Horse play	Natural consequence at teacher's discretion.	Nonparticipation in activity when the activity occurs again.	Nonparticipation in activity when the activity occurs again. Consider loss of additional privileges.	Parent meeting with student, teacher, and admin. Restrict access to unstructured play or activities.
Inappropriate use of technology or internet	Natural consequence at teacher's discretion.	Confiscation of technology the following school day. Student calls parent to explain behavior.	Confiscation of technology the following 5 school days. Tech behavior plan.	Confiscation of technology. Technology only permitted for supervised quizzes and tests. Parent meeting with student, teacher, and admin.

Physical contact/intentional harm				Contact authorities depending on extent of offense. Implement behavior plan. Parent meeting with student, teacher, and admin. Criminal charges as appropriate.
Property Damage		Student repairs and/or helps replace damaged item(s).	Student repairs and/or helps replace damaged item(s). Contact authorities depending on extent of damages. Implement behavior plan.	Student repairs and/or helps replace damaged item(s). Contact authorities depending on extent of damages. Implement behavior plan. Criminal charges as appropriate.
Public Display of Affection		Parent meeting with student, teacher, and admin. Limited access to other student.	Parent meeting with student, teacher, and admin. Restricted access to other student. Implement behavior plan.	Parent meeting with student, teacher, and admin. No access during unstructured times (recess, PE, passing periods). Review behavior plan.
Teasing	Natural consequence at teacher's discretion.	Student calls parent and explains behavior. Apology to peers.	Parent meeting with student, teacher, and admin. Limit contact with other peer. Loss of preferred privilege.* Behavior plan.	Parent meeting with student, teacher, admin, and school counselor. Loss of preferred privilege.* Scheduled meetings with the counselor.
Unacceptable language	Natural consequence at teacher's discretion.	Student calls parent and explains behavior. Limit exposure to situation. Apology to audience.	Parent meeting with student, teacher, and admin. Consider limiting exposure to situation more. Apology to audience.	Parent meeting with student, teacher, and admin. Consider limiting exposure to situation more. Apology to audience. Loss of preferred

				privilege.*
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Notes

Tiers can be adjusted or skipped per administrative discretion and severity of offense.  
 Behavior plans to be considered/implemented when behaviors escalate to Tier 2 or above.

Structured Recess

Structured recess can include the following or similar: sitting on the bench, walking the track, standing by the teacher, or other designated task during recess time.

Suggested Natural Consequences

- Community service: cleaning, helping the teacher with a task, helping the victim fix the problem, working independently, moving to a different area of the classroom, etc.
  - Additional work
  - Write a letter of apology with teacher supervision and guidance
    - Write a list of better options/ways to handle a situation
    - Re-do an assignment under different parameters
      - Repair or replace
    - Eating alone or helping clean up cafeteria
      - Student calls home to parents
      - Miss choice activities

Recommendation: Administration recommends approval of the Behavior Matrix for the 25-26 school year.

New Business  
ACTION ITEM

**25-26 Governing Board Meeting Calendar**

Presented by: Kelly Henderson

Background: (Include funding sources as appropriate) The calendar for the Governing Board is outlined in policy for the monthly regular board meetings with the addition of the work study sessions. Per the discussion around increasing professional development for the board, this calendar includes the training dates.

August 6, 2025	Agenda Setting/Work Study	1 pm	Budget
August 18, 2025	Back to School Greeting/Breakfast	7:30 am	
August 20, 2025	Regular Board Meeting	6 pm	
September 3, 2025	Work Study and Agenda Setting Session	1pm	
September 17, 2025	Regular Board Meeting	6 pm	
October 1, 2025	Work Study and Agenda Setting Session	1 pm	Board Training
October 22, 2025	Regular Board Meeting	6 pm	
November 5, 2025	Work Study and Agenda Setting Session	1 pm	
November 19, 2025	Regular Board Meeting	6 pm	
December 3, 2025	Work Study and Agenda Setting Session	1 pm	Board Training
December 17, 2025	Regular Board Meeting	6 pm	
December 18, 2025	Holiday Program	6 pm	
January 7, 2026	Work Study and Agenda Setting Session	1 pm	
January 21, 2026	Regular Board Meeting	6 pm	
February 4, 2026	Work Study and Agenda Setting Session	1 pm	
February 18, 2026	Regular Board Meeting	6 pm	
March 4, 2026	Work Study and Agenda Setting Session	1 pm	Board Training
March 25, 2026	Regular Board Meeting	6 pm	
April 1, 2026	Work Study and Agenda Setting Session	1 pm	
April 15, 2026	Regular Board Meeting	6 pm	
May 6, 2026	Work Study and Agenda Setting Session	1 pm	
May 20, 2026	Regular Board Meeting	6 pm	
June 3, 2026	Work Study and Agenda Setting Session	1 pm	
June 17, 2026	Regular Board Meeting	6 pm	

Recommendation: Administration recommends approval of the 25-26 Governing Board Calendar.