

# **2020-2021 ATTENDANCE CENTER AGREEMENT**

THIS AGREEMENT ENTERED INTO BETWEEN THE ROCKY BOY PUBLIC SCHOOL SYSTEM AND THE EAST END AND HILLDALE COLONIES FOR THE PURPOSE OF ESTABLISHING A SCHOOL ATTENDANCE CENTER AT THE RESPECTIVE COLONIES IS SUBJECT TO ALL PROVISIONS OF MONTANA ACCREDITATION STANDARDS, SCHOOL BOARD POLICY AND THE REGULATIONS FOR ALL EMPLOYEES AND STUDENTS.

SPECIFIC TERMS OF THIS AGREEMENT, AS DESCRIBED BELOW, ARE OUTLINED FOR CLARIFICATION PURPOSE. THE PARTIES AGREE AS FOLLOWS:

1. The attendance centers at the respective colonies shall be established by the authority of the Rocky Boy Board of Trustees as an extension of Rocky Boy Elementary School for the purpose of offering instruction in Kindergarten through 8<sup>th</sup> grade.
2. The curriculum and instructional program offered at the attendance centers shall be consistent with state accreditation standards and coincide with the Rocky Boy Elementary school's program offerings. The practice of religion while school is in session is prohibited.
  - a. In the event that Representatives from either of the colonies express concern with the culturally appropriate nature of any of the materials included within the current curriculum offered and to be used at the attendance centers, the Representatives will have the opportunity to express their concerns, in writing, to the Superintendent of District 87J. After reviewing the concerns and when feasible, instructional and content accommodations may be made.
3. Special education students identified at the attendance center shall have the same educational privileges as other District 87J students. All Special Education and related services will be provided at each attendance center.
4. It is understood that the Superintendent of School District 87J shall be the chief administrative officer of the attendance centers. All matters dealing with the administration of the attendance center and the application of this contract shall be directed to the Superintendent of the school district for decision. In the event that action by the School Board of Trustees is necessary in the connection with the interpretation or enforcement of this agreement, or on any other matter properly within the jurisdiction of the Board, the Superintendent shall act as the liaison between the governing board of the respective colonies and the Board of Trustees of the school district.

5. It is expressly understood and agreed that the District shall not be obligated to contribute any funds or other financial support towards the maintenance or operation of the attendance centers, or to the employment of any teacher or paraprofessional, other than those funds received through the state of Montana's ANB funding as well as any federal funds associated with Title I. In the event that ANB and/or Title I funding is determined to be insufficient to cover the costs associated with the maintenance or operation of the attendance centers, or to the employment of any teacher or paraprofessional at either the East End or Hilldale colonies, the Superintendent will notify the representative at each colony in writing. Should the normal cost of operating the colony attendance centers exceed the money generated by its ANB (average number belonging), the Colony agrees to subsidize the District for the actual additional costs related to operations, teacher & paraprofessional (aide) salaries, benefits and fixed charges.
6. Rocky Boy School District 87J is responsible to hire and pay teachers and paraprofessionals, in cooperation with the colony representative at each of the colonies. Teachers shall hold Montana teacher certification and paraprofessionals shall comply with the educational background provisions of ESSA. Teachers and paraprofessionals will be supervised by the district. As district employees, they shall receive and be entitled to all the rights and privileges of Rocky Boy School District 87J employees. The Rocky Boy School District will be responsible for determining the need for Special Education Aide(s) provided at the Attendance Centers. Each respective Colony may be responsible to cover the additional costs of "specialized or high-need professionals" to provide supplemental special education related services. Prior to contracting for such special education services, the Superintendent shall notify the Representatives from each colony and outline anticipated costs associated with these "specialized or high-need" services and the extent of service needed.
7. It is understood that at least twelve (12) full time ANB students will be in attendance at each of the respective attendance centers. All ANB and Title I funds collected and held by the District will be used to operate and staff the Attendance Centers. If enrollment falls below twelve (12), it is expressly understood and agreed that this contract shall terminate for the respective colony and each party shall be released from further performance of the terms, obligations and provisions of this agreement. It is also understood that enrollment at the attendance centers is open to any and all qualified students of the school district.
8. The respective colonies agree to lease to the school district their school facilities located on the premises of each colony for utilization by the school district in supplying educational service under this agreement.
  - a. The respective colonies will lease their school building property to the Rocky Boy Elementary School District 87J, free of any payment to

conduct the elementary education program during the regular scheduled day and school year.

- b. The respective colonies shall at all times and at their sole cost, risk and expense, maintain their school buildings in a good state of repair and in compliance with all building fire and safety codes applicable to school building in the state of Montana. In all cases, the buildings shall be certified for use before the commencement of the school year.
  - c. The school district shall be entitled to utilize these school buildings during the hours of 8:00 a.m. to 4:00 p.m. on all school days. The colonies shall reserve the right to utilize said building for their own purpose before and after that time.
  - d. The colonies agree to insure their school buildings against loss by fire, windstorm and other customary casualties. The colonies agree to hold harmless the school district from all claims for damages, loss or destruction to the buildings and /or any colony property unless caused by the negligence or willful misconduct of the school district or its employees.
  - e. The respective colonies shall at all time contract for and pay the utilities cost of the school buildings including all electricity, gas, water, and garbage disposal.
  - f. The school district will be responsible for local service telephone if the colony qualifies for free and reduced lunch and all necessary forms are completed. The district will be responsible for the cost of all calls made from the East End and Hildale Colonies directly to the school district office numbers.
  - g. The Colonies will be responsible for keeping a daily breakfast and lunch menu to satisfy the mandates of the State of Montana free and reduced lunch program. Likewise, they shall also be responsible for daily breakfast and lunch counts for reporting purpose of said program.
9. The colonies shall each provide at their expense a working copier, telephone, and Internet Service Provider (ISP) connection, which shall be used only to conduct school business or activities or for emergency purposes and solely used by school personnel. The telephone may be secured under lock and key during non-school hours, but shall be available for use school district personnel as needed. Teachers will have large quantity copying completed at the district office.
10. Texts shall reflect the curriculum in place at the Rocky Boy Elementary and be purchased by the district at the direction of the Superintendent. The colonies and their representatives will have the opportunity to preview all textbooks prior to the

- start of each school year. Any concerns regarding culturally sensitive, objectionable, or inappropriate materials contained within textbooks must be submitted in writing to the Superintendent of District 87J. After reviewing the concerns and when feasible, accommodations may be made by allowing alternative textual or instructional materials to be used. Supplies for the attendance centers shall be purchased at the direction of the Superintendent and paid for at district expense. They shall be kept under lock and key in cabinets supplied by the colonies and their use governed by the teacher.
11. Rocky Boy School District is responsible for employing and assigning paraprofessionals to the attendance centers, in cooperation with the colony representative at each of the colonies. These paraprofessionals shall meet academic requirements outlined in ESSA. The paraprofessionals will be supervised and paid by the district. As district employees, they shall receive and be entitled to all the rights and privileges of Rocky Boy Schools District 87J classified employees.
  12. Each party shall carry its own public liability insurance, or alternatively, self-insure its own exposure.
  13. Prior to the commencement of the school year, a physical inventory of the attendance centers shall be conducted and such inventory filed with the attendance center and superintendent. The inventory shall clearly designate that property which is owned by the school district and that property which is owned by the respective colony. Each party shall retain ownership of its own property and shall be responsible for maintaining and insuring same.
  14. Each of the provisions of this agreement shall be severable, one from the other, and if any part or portion thereof shall be held invalid by any court of competent jurisdiction, the other part and portions hereof shall, nevertheless, for all purposes, remain in full force and effect.
  15. This agreement shall be in effect for 2020-2021 school year, which is from July 1, 2020 to June 30, 2021. Thereafter, the agreement shall be ratified on a year to year basis by the respective parties. Such ratification shall occur on or before May 30 of the preceding year.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS  
ON THE DATE CITED.

ROCKY BOY SCHOOL DISTRICT 87J

By: \_\_\_\_\_  
Chairman, Board of Trustees

Date: \_\_\_\_\_

EAST END COLONY

By: \_\_\_\_\_  
President, Representative

Date: \_\_\_\_\_

HILLDALE COLONY

By: \_\_\_\_\_  
President, Representative

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
District Clerk  
Rocky Boy School District 87 J  
Box Elder, Montana

Date: \_\_\_\_\_