

November Agenda Special Meeting of Trustees

The special meeting of the Board of Trustees of School District #35 has been scheduled for **Monday, November 24, 2014 at 7:00pm** at the Gallatin Gateway School Multipurpose Room. All policies can be found at www.gallatingatewayschool.com -- Information pertaining to the agenda can be found at www.gallatingatewayschool.com or at the District office.

Call to Order

Presiding Trustee's explanation of procedures (GGS Policy #1070)

Public Comment- Non Agenda Items- Sign in sheet- (GGS Policy #1070)

Old Business

Grievance(s)- Possible Executive Session- (GGS Policy #1085)

Adjournment

**MINUTES
SPECIAL MEETING
BOARD OF TRUSTEES, GALLATIN GATEWAY SCHOOL DISTRICT #35**

Call to Order

The Board of Trustees of the Gallatin Gateway School District #35 met at 7:00 pm on Monday, November 24, 2014 in the Gallatin Gateway School Library. Board Chair Ann Prescott presided and called the meeting to order at 7:05pm. Board Chair Prescott asked Vice-Chair Shockley to take the minutes in the absence of the District Clerk.

Trustees Present

Ann Prescott, Board Chair; Donna Shockley, Board Vice-Chair; Dan Curtis, Lyn Morton, and Peter Scott

Trustees Absent

None

Staff Present

Kim DeBruycker, Superintendent

Others Present

Leah Olson and Crystal Spring

Presiding Trustee's Explanation of Procedures

Board Chair Ann Prescott explained the public comment process to be followed for addressing the Board in accordance with Gallatin Gateway School policy. She 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; and 3) public comment periods are not intended to be a question and answer session.

Public Comment on Non-Agenda Items

None

Old Business

Board Chair Prescott opened Board discussion concerning procedure for following Board policy #1085, Uniform Grievance Procedure.

Motion: Trustee Peter Scott made a motion to obtain an independent investigator to investigate the two grievances and report the findings to the Board.

Second: Trustee Lyn Morton

Board Chair Prescott closed the meeting at 7:40pm stating that the matter before the Board was personal matter and that in connection with this, the following was determined:

- That the matter involved individual privacy; and
- That such privacy demands protection of the individual and that little if anything, would be gained by publicly disclosing the information to be discussed; and
- That the demand of individual privacy clearly exceeds the merits of public disclosure in this matter.

Board Chair Prescott reopened the meeting at 7:48pm.

Trustee Scott amended his previous motion as follows:

Motion: To authorize Board Chair Prescott to sign the retention agreement from MTSBA to investigate grievances.

Second: Trustee Lyn Morton

Public Comment: None

For: Scott, Morton, Shockley, Prescott, Curtis

Opposed: None

Motion passed unanimously

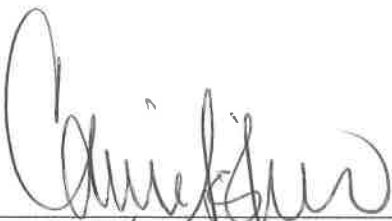
Adjournment

Motion: Trustee Dan Curtis to adjourn the meeting at 7:52pm

Seconded: Trustee Peter Scott
Public comment: None
For: Prescott, Curtis, Scott, Shockley, Morton
Opposed: None
Motion passed unanimously



Ann Prescott, Board Chair



Carrie Fisher, District Clerk

11/24/14 Special Meeting

Sign In Sheet

PUBLIC COMMENT - Non Agenda Items


~~Ann Spurr~~



Nov 24, 14

Sign In Sheet

Special Meeting



LEAH OLSON

CRYSTAL SPRING



November 24, 2014

Gallatin Gateway School District
PO Box 265
Gallatin Gateway, MT 59730

Dear Gallatin Gateway School District:

The attorneys at the Montana School Boards Association (“Association”) appreciate being asked to represent the School District (“District”) in the following matter: **Parent Grievances**. As attorneys, we do require a retainer for the performance of legal services on an as requested basis. The purpose of this engagement letter is to set forth the role and responsibilities of both the legal staff employed by the MTSBA and the District.

1. Scope of Engagement. As counsel for the District, the attorney(s) will provide legal services as requested by the District. The attorney(s) will work on assignments provided to us by the Superintendent, his designee, or the Chairman of the Board of Trustees (“Board”). Our ultimate responsibility is, of course, to the District as represented by the Board, and not individual employees or Board members. A primary attorney will be assigned to this matter. A secondary attorney may be assigned depending upon the complexity of the matter. Other attorneys and/or legal staff members working under the supervision of an attorney of the association may also perform work on this matter when the need arises. It is our practice to produce quality work at a reasonable expense to you. Although the work zealously on behalf of the District, the attorneys do not guarantee any particular outcome regarding the matter for which an attorney(s) has been retained. In certain matters, there may be a claim for attorney’s fees by the opposing party in the event that the District is not successful on any and/or all claims. The District will be responsible for any and/or all claims, judgments, or orders for such fees.

2. Fees. Fees are based on the time spent by attorneys and/or legal staff members working under the supervision of an attorney who work on matters for the District. The attorneys and/or legal staff members working under the supervision of an attorney will charge for all time spent in representing the District’s interests, including, by way of illustration, telephone and office conferences with District representatives, consultants, opposing counsel, and others; appropriate conferences among our legal staff; factual investigation; legal research; travel time; drafting letters, memoranda, and other legal documents. Our current billing rates for our legal staff are as follows:

- \$185.00 per hour for Debra Silk (Attorney);
- \$175.00 per hour for Tony Koenig (Attorney);
- \$175.00 per hour for Kris Goss (Attorney);

\$110.00 per hour for Kerri Langoni (Legal Field Services);
\$110.00 per hour for Andy Sever (Forensic Investigations); and
\$80.00 per hour for Karla Smerker (Paralegal).

Billing rates are adjusted from time to time.

3. Incidental Charges. In addition to the fees set forth in paragraph 2, we will charge for items incidental to the performance of our legal services, such as photocopies, travel expenses, long-distance telephone calls, facsimile transmissions, postage, specialized computer applications, and filing fees. These charges will be itemized on our invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) will be the responsibility of, and billed directly to, the District. All expense invoices chargeable to the District for such outside services will be forwarded to you for direct payment to the vendor.

4. Invoices. Statements will be submitted to you for our unpaid fees and expenses on a monthly basis. The District agrees to pay these statements within thirty (30) days after receipt. You are encouraged to review our statements and discuss any questions with us concerning the level of activities and the nature of the services rendered. If you believe that expenses are mounting too rapidly, please contact Debra Silk so she can assist you in evaluating future alternatives. If we do not hear from you, we will assume that you approve of the overall level of activity taken on your behalf. The District is fully responsible for any and all invoices submitted regarding the matter for which we have been retained.

5. Cooperation. To enable us to render effective legal services, the District has agreed to advise the attorney(s) of all facts and keep us informed of all developments relating to the matters of representation. The attorneys necessarily must rely on the accuracy and completeness of the facts and information the District provides to them. To the extent it is necessary for the District's representative to attend meetings in connection with legal representation of the District, the attorney(s) will attempt to schedule meetings so the convenience of all individuals can be served. Also, the attorney(s) cannot address any concerns with representation, unless the attorney(s) have knowledge of the concerns. Accordingly, if any problems or concerns arise during the course of your representation, please call Debra Silk so the concerns can be addressed at the earliest possible time.

6. Discretionary Engagement. This engagement by the District is discretionary and may be terminated at any time, by written notice to Debra Silk.

7. Documents. The attorney(s) will maintain any documents furnished to us by the District in a confidential client file. At the conclusion of any matters, it is the District's obligation to inform the attorney(s) which documents it desires returned to the District. The attorney(s) will retain any remaining documents in our files for a limited time before ultimately destroying them in accordance with the Association's record retention program.

If the foregoing correctly reflects your understanding of the terms and conditions of representation, as evidenced by Board authorization through District policy, practice or by a

motion of the Board, please execute the enclosed original of this letter in the space provided below. Your signature will also be an acknowledgment of the agreement. Please return one (1) executed copy to us.

The attorneys at MTSBA are very pleased to have this opportunity to work with the District. Please contact us if you have any questions now or in the future. Thank you for your confidence.

Very truly yours,



Debra A. Silk, Attorney
Associate Executive Director/General Counsel
Montana School Boards Association

APPROVED:

By: Ann S Prescott
Authorized Representative,
on behalf of the
Gallatin Gateway School District

DATE: 11/25/2014