

**BITTERROOT VALLEY EDUCATION COOPERATIVE  
MANAGEMENT BOARD**

Tuesday, March 26, 2019  
9:00 a.m. – Cooperative Office

**AGENDA**

**1. Call to Order**

**2. Introduce Staff Representative**

**3. Consent Agenda**

**A. Minutes**

**B. Warrants**

**C. Financial Report**

**D. New Hires**

1. McKenna Mertes, CSCT Behavior Consultant, Hamilton

2. Leah Jessop, CSCT Behavior Consultant, Hamilton

3. Amanda Jensen, CSCT Behavior Consultant, Florence (replacing Michelle Welch – employee position change approval follows under Board Action)

**E. Resignation**

1. Tiffany Martin, School Psychologist, Darby/SHS, effective end of contract year

2. Alex Brown, CSCT Behavior Consultant Darby, effective 2-13-18 by mutual agreement

3. Kimber Smith, CSCT Therapist Hamilton, effective end of contract year

**F. Next Meeting – April 23**

**4. Public Comment**

**5. Correspondence – Letter of Appreciation**

Melissa Thayne, CSCT Therapist, Darby HS

**6. Board Action**

**A. Employee Position Change – New Contract Offer**

Michelle Welch, CSCT Behavior Consultant in Florence applied for the CSCT Therapist vacancy at HMS. We would like to offer the contract beginning March 15 through June 7 for Therapist position subject to starting probationary period over for therapist position.

**Recommendation:** approve contract subject to renewing probationary period under CBA.

## **B. Employee Request for Leave of Absence – letter attached**

### *Collective Bargaining Agreement - Leave of Absence:*

1. *At the discretion of the Board of Directors, an employee who has at least seven years of employment in the Cooperative may be granted a leave of absence. The deadline for applying for this leave shall be March 1 of the school year prior to the leave. This leave shall be taken for up to but no more than one full academic year. The employee may apply for an extension of that leave of absence prior to March 1 of the year the employee is on leave or must notify the cooperative board of their intent to return to the position prior to March 1. All extensions of such shall be subject to Board approval.*
2. *The employee shall not lose tenure, position on salary schedule, or any other accrued rights while on a leave of absence.*
3. *Insurance application: An employee on leave pursuant to this Article is eligible to continue to participate in the group insurance program if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the Co-op the monthly premium in advance.*
4. *No more than one Cooperative employee may be on leave of absence in any one school year.*
5. *In the event that more than one candidate requests a leave of absence, selection of the final candidates shall be based on the need of the Cooperative and the employees' time of service with the Cooperative. A committee to select the final candidate for leave of absence shall be established, consisting of two cooperative employees, two board members, and the Director. The Director shall act as chairperson and vote only in case of a tie vote.*
6. *The employee taking the leave shall receive no compensation from the Co-op, but may advance horizontally for education if earned.*
7. *No employee shall be entitled to more than four years of leave of absence during their tenure of employment with the Cooperative.*

**Recommendation:** It is difficult to recommend approval. We have had unexpected openings during this school year for this position and we do not know how many new openings we may face for next school year.

## C. Employee Request for Variance to Deadline for Notice of Advancement on Salary Schedule

### Notice from Employee:

**From:** Melissa Thayne <mthayne@darby.k12.mt.us>

**Sent:** Monday, February 11, 2019 8:45 AM

**To:** Chris Hughes <hughesc@bvec-mt.org>; Tim Miller <millert@bvec-mt.org>

**Subject:** Licensing Exam

Hi Tim and Chris,

I want to let you know i intend on taking the LCSW exam this calendar year. I am hoping for an exam date in the Summer.

Thank you,

Melissa Thayne, MSW  
Therapist, Darby High School CSCT

### CBA Requirement:

(c.) Pre-license Mental Health Therapist shall notify the Employer in writing of his or her intent to take the licensure exam for movement to the licensed Mental Health Therapist entry level step on the Mental Health Therapist salary schedule not later than February 1 of the year prior to such intended move. Documentation of successfully completing the exam and proof of payment of licensure fees shall be presented to the Employer not later than November 15 of the subsequent school year. Subject to meeting all conditions herein, employee's wages will be revised the pay period following proof licensure is received by the employer.

**Recommendation:** It is difficult to recommend approval. There are some mitigating circumstances. We denied an employee several years ago that missed the deadline.

## D. Retirement Incentive Option

*The cooperative is offering a one-time retirement incentive benefit. To be eligible, employee(s) must be on step 20 or higher on the cooperative pay schedule in the 2018-19 contract year. The benefit will be limited to a maximum of two employees. If more than two employees apply, priority will be given to those with the highest number of years with the cooperative. Eligible employee(s) must submit a written request to receive said benefit to the director no later than 5:00 pm, ~~March~~ April 1, 2019. Written request must be accompanied with a written resignation effective end of 2018-19 contract year, subject to confirmation of approval of retirement benefit by the director. Beginning July 1, 2019, approved employee(s) will receive \$525.00 per month for three years. Benefit will terminate, and is not transferrable to heirs, upon death of employee.*

**Recommendation:** consider retirement incentive language

## **E. Policy Review and Revision**

- 1) 1000 series: Cooperative Management Board
- 2) 2000 series: Personnel
- 3) 4000 series: Operational Services
- 4) Administrative Regulations Manual
- 5) Employee Handbook of Procedures

**Recommendation:** approve reading of Administrative Regulations and Employee Handbook

## **7. Information and Discussion**

### **A. 90 Day CSCT Financial Report and Sign off**

Financial statement presented at board meeting.

### **B. Request to Bargain CBA – letter attached**

Confirm management team members and tentative meeting dates

### **C. 2019-20 District Calendars – Anticipated approval dates**

### **D. MT Legislature Special Education Funding Update**

Coop funding is going to have to wait for another session. Inflationary funding in HB 638 looks like it will pass (.83% 1<sup>st</sup> year and 1.3% second year).

### **E. Financial Audit – Denning, Downey and Associates, P.C.**

Notice of Annual Audit – attached

### **F. Special Education Records – Annual Notice of Destruction – attached**

Public notice to run March 27. Notice and sample letter for mailing home emailed to superintendents on 3-26-19.

## **8. Adjourn**

January 29, 2018

Bitterroot Valley Education Cooperative  
PO Box 187  
Stevensville, MT 59870

To Whom It May Concern:

I am writing to formally notify you of my resignation as a School Psychologist with the Bitterroot Valley Education Cooperative, effective upon completion of my 2018-2019 contract.

I am very fortunate to have been part of the BVEC, Stevensville, and Darby teams. The sole reason for my resignation is due to relocation as my fiancé will be opening his own diesel parts and repair shop in the Spokane, WA area. I intend to continue to work as a School Psychologist in that area and I can only hope to find placement with such a welcoming, supportive community as I have found here. I will dearly miss my position here, but I am grateful to have had such an enriching, wonderful experience.

Sincerely,

*Tiffany Martin*

To Whom it May Concern,

This is my formal resignation, stating that my final day of work will be on February 13<sup>th</sup>, 2019, agreed upon by myself and Chris Hughes. My resignation was a mutual agreement between myself and BVEC from too many scheduling conflicts between CSCT and graduate school.

I would just like to say once again how much I appreciate all of the support BVEC has provided me over the last 3.5 years. From hiring me with little to no experience, helping me when I needed consultation, to supporting me going back to school I wouldn't be where I am today without you!

Sincerely,

Alex Brown

**Kimber Smith, LCPC, LAC**

February 19, 2019

Management Team  
Bitterroot Valley Education Coop.  
300 Park Ave, Stevensville, MT 59870

Dear Management Team,

I would like to notify you that I am resigning from my position as CSCT Therapist at Hamilton Middle School effective June 7th. I wanted to communicate this resignation for the opportunity to fill the position prior to summer program.

My husband accepted a position with Missoula electric and I have an opportunity to open a private practice in Missoula.

Thank you for the opportunity you've given me to work with some amazing staff both at the Hamilton Middle School and within the other CSCT teams.

Cordially,

Kimber Smith LCPC, LAC

CSCT Therapist

Hamilton Middle School

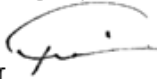
406-363-2121



Phone: 406-777-2494

PO Box 187, Stevensville, MT 59870

FAX: 406-777-2495

**TO:** Melissa Thayne  
**FROM:** Tim Miller   
**DATE:** February 4, 2019  
**COPY:** BVEC Board  
Personnel file  
**RE:** Letter of Appreciation

Melissa,

Thank you for your steady support at Darby High School.

Since coming into the job, you have had numerous challenging situations to navigate with students and parents. Throughout, you have put forth enormous effort to maintain your quality of treatment, the financial sustainability of our program - including building a summer program - while going through multiple transitions with Behavior Consultant positions.

You have *clearly* demonstrated to your co-workers and clinical supervisors your skill in building relationships with students, parents, and school staff. Considering the significant challenges, you have always maintained a positive attitude and we all really appreciate that!



2-5-19

Board Members,

I would like to submit a request for a leave of absence for the 2019/2020 school year. The following is a question regarding returning to my position the following year that the bargaining agreement was unable to answer:

Would I be able to return to my current site and teammate or simply be guaranteed a position wherever there may be an opening?

Thank you for processing this request.

Sincerely,

Coree Barrett

*Follow up statement regarding purpose of leave:*

**From:** Coree Barrett <barrettc@hsd3.org>

**Sent:** Tuesday, February 12, 2019 2:51 PM

**To:** Tim Miller <millert@bvec-mt.org>; Chris Hughes <hughesc@bvec-mt.org>

**Subject:** leave of absence request

Tim and Chris,

Even though the current bargaining agreement does not require stating reasons for requesting a leave of absence, I understand that you would like further reasons for my leave of absence request.

My purpose for taking a leave of absence for the 19/20 school year is to spend the year with my son before he starts school. I will also be attending to other family matters that we would like to keep private at this time.

As you make your decision as a board I trust that you will take into consideration my standing as a good employee and my desire to follow this process according to the bargaining agreement.

If granted this request I plan to work through this summer and start my leave at the beginning of the school year.

Sincerely,

Coree Barrett

February 11, 2019

Tim Miller, Director  
Bitterroot Valley Education Co-op  
P.O. Box 187  
Stevensville, MT 59870

Dear Tim,

We are writing to request commencement of the bargaining process for the Collective Bargaining Agreement between Bitterroot Valley Education Cooperative (BVEC) and The Cooperative Employee's Bargaining Unit.

The Cooperative Employee's Bargaining Unit is finalizing the selection of a bargaining team and will be available soon to begin the process.

Our team may have additional information requests as we proceed; but preliminarily, we request the following information from BVEC:

- A. Current salaried employee FTE and placement on the salary schedules
- B. Current classified employee salaries and FTE
- C. Administrative employee salaries and FTE
- D. 2017/2018 and 2018/2019 Co-op budget information
- E. Current plans/progress for CSCT summer changes

We look forward to a very positive and productive process. Please respond to the email address listed below.

Sincerely,

Rachella Moresi, Co-President  
Wendi Wanner, Co-President  
The Cooperative Employee's Bargaining Unit  
[moresi@victor.k12.mt.us](mailto:moresi@victor.k12.mt.us)  
[wannerw@stevensville.k12.mt.us](mailto:wannerw@stevensville.k12.mt.us)

***Denning, Downey & Associates, P.C.***

***CERTIFIED PUBLIC ACCOUNTANTS***

*P.O. Box 1957 Kalispell, MT 59903-1957*

*(406) 756-6879 • FAX (406) 257-7879 • E-Mail [dda@ddaudit.com](mailto:dda@ddaudit.com)*

*Robert K. Denning, CPA, CGFM, CFF, CITP*

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January 28, 2019

Board of Trustees, Bitterroot Valley Education Cooperative,

We are engaged to audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Bitterroot Valley Education Cooperative for the year ended June 30, 2018.

Professional standards require that we provide you with the following information relate to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards* and the Uniform Guidance for federal audits.

As stated in our engagement letter dated August 1, 2017, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider Bitterroot Valley Education Cooperative's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. WE will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether Bitterroot Valley Education Cooperative's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about Bitterroot Valley Education Cooperative's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on Bitterroot Valley Education Cooperative's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on Bitterroot Valley Education Cooperative's compliance with those requirements.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free or material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

We are also responsible for communicating particular matters required by law, regulation, agreement, or other requirements applicable to the engagement.

We gave significant consideration to particular circumstances or relationships such as financial interests, business, or family relationships, or non-attest/non-audit services provided or expected to be provided.].

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Budgetary Comparison Schedule and Budget-to-GAAP Reconciliation, Schedule of Funding Progress-Other Post Employment Benefits Other Than Pensions, Schedule of Proportionate Share of Net Pension Liability, Schedule of Contributions, Notes to Required Pension Supplementary Information, which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on Schedule of Enrollment, Schedule of Expenditures of Federal Awards, Schedule of Revenues and Expenditures – Extracurricular Fund, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, and Other

An Audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding to the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to the acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately January 28, 2019 and issue our report on approximately March 30, 2019. Robert Denning is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of Board of Trustees and management of Bitterroot Valley Education Cooperative and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours

*Denning, Downey and Associates, CPA's, P.C.*

Denning, Downey & Associates, P.C

**TO:** Superintendents



**FROM:** Tim Miller

**COPY:** Speech-Language Pathologists, Special Education Case Managers, Special Education Secretaries

**RE:** Annual Destruction of Old Special Education Records – Please forward to individuals in your district who are responsible for destruction of special education records

**DATE:** March 26, 2019

When a student graduates or is exited from special education, the special education records are no longer needed and must be destroyed at the request of either the former student at the age of majority (18 years) or parents whenever they retain legal custody of student.

If the student or parents do not request that special education records be destroyed, the district must retain the records for a minimum of seven years. After seven years, the district must make reasonable effort or good faith effort to provide former students and parents with sixty-day notification before the destruction occurs.

Following is a news release that will be published in the Ravalli Republic on **March 27**. This will qualify for the records destruction notice requirement. **After sixty days, (after May 27)**, your district may destroy records for students that have graduated after seven years. Speech Therapists may destroy stand-alone speech therapy records after seven years since last date of service. After seven years includes the **2012-13 school-year** and earlier.

Additionally, there must be a good faith attempt to contact the prior student. A documented phone call or letter to last known phone number or address, in addition to the public notice will meet the requirements of good faith effort. See attached sample letter for prior student.

**NOTICE  
DESTRUCTION OF  
SPECIAL EDUCATION RECORDS**

Bitterroot Valley Education Cooperative member school districts; Darby, Florence-Carlton, Lone Rock, Stevensville, and Victor will soon destroy confidential special education records of former students who graduated over seven years ago. Speech-Language Therapists will destroy Speech and Language records of students who were discharged from services over seven years ago. Parents or former students at least 18 years of age may contact the appropriate school district central office within sixty days of this notice if they wish to review the files or obtain copies. Persons having questions about this process or their rights under this section may contact the Bitterroot Valley Education Cooperative at 777-2494 ext. 112 for assistance.

(Sample letter to last known address: put on District letterhead)

Date

Student's last known address

RE: Destruction of old special education records

Dear \_\_\_\_\_;

I'm writing this letter to inform you that the \_\_\_\_\_ School District has special education records pertaining to you and intends to destroy these records if we do not hear from you within 60 calendar days. Under the Family Educational Rights and Privacy Act (FERPA), school districts can initiate procedures to destroy special education records in their possession five years after termination of all special education services or after the student has completed his entire education program. The school district is required to notify parents or the student (if the student is 18 or older) 60 days in advance of the destruction of these records. You have the right to request these records if you so choose.

If you would like these records, please contact me by (count off 60 days from the date you mail the letter – registered receipt).

For your information, the \_\_\_\_\_ School District will maintain in perpetuity an enrollment card, which may contain:

1. the dates in which you were enrolled and withdrew
2. the type of special education services you were provided
3. the disability category under which you were provided these services
4. the date in which the records were destroyed or released to you

I would be happy to meet or talk with you if you have any questions.

Sincerely,

(District Representative)  
(contact information)

copy: File