

# Special Meeting of the Board of Trustees

March 7, 2018

6:00 p.m.

Cascade Public Schools  
321 Central Avenue West  
Cascade, Montana 59421-0529

## Agenda

### Call to Order

### Public Comment on Non-Agenda Items

Members of the community are given opportunity to make brief comments to the Board on any matters not included in the agenda. By law the Board cannot deliberate, debate or take any action on any matter presented during Public Comment. **Comments about any staff, student, or member of public are not allowed due to rights of privacy laws.**

Public Comment on action (A) agenda items is to be addressed when the item is being considered on the agenda. Informational and Staff Reports are reported to Board of Trustees as information only.

### Old Business (A)

### New Business (A)

- A. Superintendent Resignation
- B. MTSBA Legal Services Superintendent Search

### Adjournment (A)

## **New Business (A)**

### **A. Superintendent Resignation**

**Category:** Personnel

**Presented by:** Rick Cummings and Board of Trustees

**Attachments:** Resignation letter

**Facts to Consider:** None

**Recommendation:** Accept Supt Barnes resignation effective June 30, 2018.

Cascade School Board,

It is with heavy heart that I tender my resignation as the Superintendent of Cascade Schools 3&B effective June 30, 2018. I have enjoyed my time here as the superintendent of this great district. I am ever thankful for the guidance and support of each board member I have had since my arrival in 2013. The administrators and educators I have worked alongside here have been some of the finest in this state, and I will miss them dearly.

My decision to move on is one that has been made in the best interest of my family. When I came to Cascade in 2013, I told the board that hired me that it was God, family, and then work. I have stayed true to this through my last day here. I wish the staff and students continued success in all that they do.

Thank you so much for the opportunity to have worked with and alongside so many great people. The staff and students of this school will forever be in my heart.

Yours in Education,

Justin Barnes

Cascade Superintendent 2013-2018

### **B. MTSBA Legal Services Superintendent Search**

**Category:** Personnel

**Presented by:** Rick Cummings and Board of Trustees

**Attachments:** MTSBA contract and description of services as follows.

**Facts to Consider:** Description of services and contract described on following pages.

**Superintendent Recommendation:** Approve MTSBA Legal Services Contract to conduct superintendent search.



March 5, 2018

Members of the Cascade School Board of Trustees  
c/o Rick Cummings, Board Chair  
rcummings@cascade.k12.mt.us

Dear Members of the Cascade School Board of Trustees:

On behalf of MTSBA and in light of the recent news about Superintendent Barnes leaving the School District, we wanted to be sure that your Board was familiar with our Superintendent Search Process. As you can see from the information contained below, we offer a full search process where we provide assistance to the District every step of the way.

We have over 45 years of collective experience devoted to assisting Montana K-12 public schools with their superintendent search process. We are well-versed in Montana school law, Montana statutes and administrative rules applicable to the necessary qualifications of Montana superintendents as well as laws, rules and regulations that are applicable to the employment of Montana Superintendents. We also assist the Board in promoting your District to potential candidates on a statewide and national basis.

The following sets forth the components of the service we offer:

**MTSBA'S FULL SUPERINTENDENT SEARCH SERVICES**

- Step 1            Gathering Information on Specific Needs of District  
The MTSBA consultant will work with the District to develop the advertisement for the opening, including establishing a salary range.
- Step 2            Advertise the Position  
MTSBA will advertise the position in the appropriate venues, as agreed upon by the Board, and for the length of time determined by the Board. MTSBA's application materials, which have undergone extensive legal review, will be utilized for the process.
- Step 3            Collection of Applications  
MTSBA will collect application materials, prepare a matrix of applicants' qualifications, and prepare application packets for the Board's screening process. MTSBA consultant will attend and guide the Board through the screening process.

- Step 4      Online Survey/Focus Groups (Board Choice)  
 In order to solicit input from district staff, parents, students, and the community about the qualities they would like in a superintendent, MTSBA will provide the district with the following options:
- Option 1--MTSBA will develop an online survey link unique to the District, which may be posted on the district website, published in the local paper, or made readily available in another manner (Option 1 is included in the full search contract).
- Option 2--MTSBA consultant will facilitate focus groups in the District with various stakeholders (Option 2 is available to the district for an additional half day or full day charge, plus expenses).
- Option 3- MTSBA consultant will assist the District with a combination of Option 1 and Option 2 (Option 3 is available to the district for an additional half day or full day charge, plus expenses).
- Step 5      Screening Candidates  
 MTSBA consultant will bring all applications to the Board screening and guide the Board through the screening process.
- MTSBA will share the results of either the online survey or Focus Group sessions with the Board at this time.
- MTSBA will provide a list of sample interview questions and assist the Board in selection or development of interview questions.
- MTSBA will coordinate the interview schedule and the candidate's visits to the community in conjunction with the District contact person.
- Step 6      Post-Screening: Logistics for Interviews  
 MTSBA consultant will contact finalists to secure interviews.
- MTSBA will assist finalists with travel arrangements.
- MTSBA consultant will develop a press release and send to the local newspaper.
- Step 7      Reference Checks  
 MTSBA consultant will conduct comprehensive employment reference checks for up to four finalists prior to the interviews.
- Step 8      Fingerprint and Criminal Background Checks

MTSBA will process and collect criminal background checks on finalist(s) selected by the District at the District's request. *(Note: this is an additional option fee service and the District must sign the Addendum to Superintendent Search Contract.)*

Step 9 Interview Candidates

MTSBA consultant will attend the candidate interviews and will guide the Board through the interview process.

At the conclusion of interviews, MTSBA consultant will provide the Board with a reference summary report of the finalists' comprehensive employment reference checks.

Step 10 Offer and Negotiation of Contract

MTSBA consultant will contact and officially offer the position to the successful candidate, conveying all terms of the Board's motion.

MTSBA consultant will negotiate and finalize the contract, in conjunction with the appointed district contact person.

MTSBA legal staff will review the current Superintendent contract, to ensure it meets legal standards.

MTSBA will contact candidates not selected by the Board.

Step 11 Getting off on the Right Foot

MTSBA will discuss with the Board the development of a meaningful Superintendent evaluation.

**MTSBA FEE SCHEDULE:**

The fee for our Full Search Process is \$5,500 + expenses. Included in this fee structure are up to 3 visits to your District by the MTSBA Consultant(s).

Expenses typically include mileage and lodging. Postage and copying fees will only be assessed when excessive. Additional days (visits) at the request of the District will be charged in accordance with MTSBA's fee structure at \$750 for a half day or \$1,500 for a full day. In-depth reference checks beyond the four finalists included in the contract for services are charged at \$500 per reference check.

MTSBA's Superintendent Search Process is a great value for any District. Our services are unmatched and are designed to save trustees a significant amount of time and money. We intentionally keep our Superintendent Search fees at a cost affordable to your District as a benefit of your membership in MTSBA. Similar levels of service provided in the private sector would cost your District upwards of \$25,000-\$30,000. With our full-service search process, we assist

the Board throughout each phase of the search. This allows the Board to focus on deliberations and decisions in the selection of finalists and ultimately choosing the best candidate to lead the District on a day-to-day basis.

Again, thank you for considering MTSBA for your superintendent search services. If you desire, an MTSBA consultant can be available during your meeting to answer any questions about our processes. In the meantime, please do not hesitate to contact me if you have questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra A. Silk".

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



MONTANA SCHOOL BOARDS ASSOCIATION  
CONTRACT FOR SUPERINTENDENT SEARCH SERVICE

This Contract made and entered into this \_\_\_ day of March, 2018, by and between the Montana School Boards Association (hereinafter referred to as "MTSBA") and the Cascade School District (hereinafter referred to as the "District").

1. Consultant(s): MTSBA agrees to provide a consultant(s) to the District to provide assistance and consultation to the board of trustees in the Board's selection of a Superintendent of Schools. It is understood and agreed that any and all decisions regarding the selection of a Superintendent of Schools is in the sole discretion of the District.
2. Basic Services: The consultant(s) shall provide the following basic services:
  - A. Up to three (3) on-site visits. An on-site visit constitutes any visit to the district by the consultant for the purposes of assisting the district, including, but not limited to, the initial consultation with the Board to discuss process and timelines, assisting the Board in screening applications, conducting focus groups, and assisting the District with interviews.
  - B. Assist in development of timelines.
  - C. Provide a model assessment/survey form to be used by community members, parents, classified staff, support staff, administration and students.
  - D. Utilization of the Association's model application materials.
  - E. Design advertisement and recruitment materials.
  - F. Advertise position.
  - G. Provide regular status reports to the Board.
  - H. Collect all applications and arrange them for Board screening.
  - I. Conduct comprehensive employment reference checks on up to four (4) finalists.
  - J. Provide list of possible interview questions.
  - K. Assist in scheduling and coordinating structure of applicant visits/interviews.
  - L. Provide a Model Superintendent's Contract.
  - M. Provide professional and legal counsel to the Board concerning the search and negotiation of a final contract with the Superintendent selected by the District.
3. Advertising: MTSBA has a variety of options for advertising both in-state and nationally. The services identified in 2F above are limited to advertisements for the position on websites and venues that are free of charge. Should the District desire to advertise for the position in any newspaper or other outlet that requires a fee, the District agrees that it will be responsible for paying any fees associated with advertising the position.
4. Records: Following the completion of the selection process, all records kept by MTSBA will be returned to the District to be maintained as application/personnel records in accordance with applicable records retention laws.

5. **Fees and Expenses:** For the basic services specified in Paragraph 2 of this Contract, the District agrees to pay MTSBA a fee of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00).

In addition to the \$5,500.00 fee for basic services, the District shall reimburse MTSBA for expenses incurred by MTSBA's consultant in connection with the performance of the Contract. Such expenses shall include, but not be limited to, the following: a) travel expenses; b) meals; c) lodging; d) printing; and e) postage.

Reimbursement of all expenses shall be made on the basis of itemized statements kept for reference at MTSBA's office.

6. **Additional Optional Fees:** Should the District desire services above and beyond those basic services enumerated in Paragraph 2, the District agrees to pay MTSBA at the following rates:

- A. Additional visits to the District will be charged at \$750 for half days and \$1,500 for a full day.
- B. \$500 for each additional comprehensive employment reference check beyond four (4) finalists.
- C. \$500 for assisting with the processing of criminal background checks on the finalist(s) selected by the District.
- D. In office work performed by the MTSBA consultant(s) that are outside the scope of the basic services enumerated in Paragraph 2 will be charged at a rate of \$125 per hour.

7. **Reopening of Process:** Should the District desire to reopen the process at any time after the screening process and request the continued services of MTSBA the District shall be billed in accordance with the fees set forth in Paragraph 6 above.

8. **Payment:** The District agrees to pay MTSBA the basic fee, additional fees and the expenses incurred by the Association as set forth herein. The basic fee of \$5,500.00 shall be made upon return of this executed Agreement, and any and all additional charges, shall be paid within 30 days of submission of the billing statement. Should the District, for any reason, cease the search for a Superintendent prior to the completion of the services by MTSBA identified herein, no portion of the fee paid will be refunded.

9. **Additional Conditions:**

- A. **Employment Reference Checks:** The District agrees that MTSBA will be the sole party responsible for conducting employment reference checks and will provide the Board with a summary employment reference report for each finalist or as otherwise directed by the Board. The District understands that MTSBA's employment reference checking process is intended to provide additional information for consideration by the Board on the finalists for the position. However, any such summary reference report is not and should not be construed as a determination and/or guarantee of competency, qualifications, character and/or veracity of any candidate. The District further expressly releases, discharges and holds MTSBA harmless from any and all sums of money, accounts, suits,



proceedings, grievances, claims, causes of action, rights, damages, attorneys' fees, costs and demands of any nature whatsoever, whether real or contingent, known or unknown, liquidated or otherwise, arising out of or relating in any way, directly or indirectly, resulting from the District's non-compliance with this provision.

- B. Criminal Background Checks: Should the District, in accordance with Section 6.C. above, desire to have MTSBA assist with the processing of criminal background check information on any finalist(s), the District will be required to execute the attached Addendum designating MTSBA as its agent for purposes of having access to criminal background check information and reporting said results to the District. Should the District execute said Addendum, MTSBA shall coordinate the processing of fingerprints of the finalist(s), and will report to the District the results of such criminal background check. Should the District choose not to execute the Addendum to this Agreement, the District agrees that it will be solely responsible for the processing of criminal background checks on any and all finalist(s), that MTSBA will not be involved directly or indirectly in that process, and the District hereby expressly releases, discharges and holds MTSBA harmless from any and all sums of money, accounts, suits, proceedings, grievances, claims, causes of action, rights, damages, attorneys' fees, costs and demands of any nature whatsoever, whether real or contingent, known or unknown, liquidated or otherwise, arising out of or relating in any way, directly or indirectly to the criminal background check process, failure of the District to conduct a criminal background check on any finalist and/or the results of any criminal background check.
10. Employment: The consultant(s) shall be an employee of MTSBA and shall not be deemed to be an employee of the District for any purpose.
11. Service Not Exclusive: The District understands and agrees that MTSBA acts as a consultant with other school districts located in the State of Montana to provide assistance in superintendent searches.
12. Termination: MTSBA's obligations under this Contract shall terminate upon the earlier of: (1) securing a written employment contract with a superintendent; (2) the District's decision to reopen the process or (3) the District's decision to terminate the process at any time.
13. Total Agreement: This Agreement constitutes the entire agreement between the parties in relation to this subject matter and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment to this Agreement must be in writing, approved by each of the parties, and executed by an authorized person.
14. Confidentiality: The consultant(s) will not release confidential information received from the District or the candidates for superintendent without the prior approval of the board of trustees except as required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Cascade School District

Montana School Boards Association

By: \_\_\_\_\_  
Rick Cummings  
Board Chair

By: \_\_\_\_\_  
Lance Melton  
Executive Director

**ADDENDUM TO SUPERINTENDENT SEARCH CONTRACT**

In accordance with Section 6.C. of the Superintendent Search Contract entered into between the District and MTSBA, the District hereby appoints MTSBA's Superintendent Search Consultants and supporting staff as its agent(s) for purposes of assisting with the processing of criminal background information on finalist(s) for the position of Superintendent of the District and for reporting the results of such federal fingerprint criminal background check to Board of Trustees of said District. MTSBA's Superintendent Search Consultants and supporting staff who have undergone the required training by the Montana Department of Justice are hereby designated as the District's agents for the purposes stated herein.

The District further agrees to cooperate with the Montana Department of Justice and to execute any and all additional agreements required by the Montana Department of Justice.

DATED this \_\_\_\_ day of March, 2018.

Cascade School District

By: \_\_\_\_\_  
Rick Cummings  
Board Chair