

**LEWISTOWN PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

**Lincoln Board Room**

215 7<sup>th</sup> Avenue South  
Lewistown, Montana 59457

**MONDAY, February 14, 2022**

**REGULAR BOARD MEETING**

**PAGE 1**

Meeting ID

[meet.google.com/ccw-qomy-dip](https://meet.google.com/ccw-qomy-dip)

Phone Numbers

[\(US\)+1 605-743-0395](tel:+16057430395)

PIN: 421 669 826#

**CALL TO ORDER (6:00 p.m.)**

1. Roll Call
2. Pledge of Allegiance
3. Motion to Set Agenda
4. Presentation – Matt Lewis, Principals Conference
5. Report—Student Representative
6. Report---LEA
7. Report—Committees of the Board
8. Calendar Items, Concerns, Correspondence

**SUPERINTENDENT'S REPORT**

9. Report—Election Information
10. Report—Budget Update
11. Report—Investment
12. Report—Superintendent

**PUBLIC PARTICIPATION**

13. Recognition of Parents, Patrons, and Others Who Wish to Address the Board on Non-Agenda Items

**ACTION ITEMS**

**MINUTES**

14. Minutes of the January 10, 2022, Regular Board Meeting  
Minutes of the January 24, 2022, Special Board Meeting

**APPROVAL OF CLAIMS**

15. Claims

**INDIVIDUAL ITEMS**

16. Approve Notice of Resolution of Intent to Sell/Dispose of Surplus Property
17. Approve School Calendar for the 2022-2023 School Year
18. Approve that Rules of On-Site Conduct be Added to all Construction Contracts
19. Approve Contract with Hulteng CCM, Inc. for Owner's Representative Services

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**PAGE 2**

- 20. Approve Using Bond Premium Proceeds for Bond Finance and Legal Review Activities
- 21. Approve Alternate Project Delivery Method
- 22. Decision and Ratification or Denial of the 2022-2026 Collective Bargaining Agreement
- 23. Approve Classified Salary Matrix for 2022-2023
- 24. Approve First Semester Claim for Individual Contract Bus Reimbursement
- 25. Approve First Semester Elementary & High School Claims for Bus Reimbursement
- 26. Approve Trustee Resolution Calling for an Election
- 27. Approve Additions to the Substitute List for the 2021-2022 School Year
- 28. Approve Personnel Report

**TERMINATION HEARING EXECUTIVE SESSION**

- 29. Termination Hearing

**ACTION ITEM**

- 30. Action on Termination Hearing

**ADJOURNMENT**

*A hard copy of the complete Agenda is available at the LPS Central Office  
or on the Lewistown Public Schools Website:  
<http://www.lewistown.k12.mt.us/content/266>*

### **PUBLIC PARTICIPATION**

The Board of Education encourages participation at public School Board meetings. Under normal circumstances it is desirable to allow everyone to address the Board. However, when there are many persons who wish to address the Board, the following rules shall apply to protect the public's right to be heard:

- Speaker must first be recognized by the Chair and identify him/herself.
- Comments may not infringe on the rights to privacy of another.
- Each speaker shall be allowed a presentation not to exceed three (3) minutes at the appropriate time on the Agenda.
- There will be a limit of one presentation per person.
- The Board requests that organizations and groups be represented by a single spokesperson. The spokesperson for each group shall be limited to a presentation of three (3) minutes. To save repetition and time, the Board also requests that persons not speak if a previous speaker has expressed a similar position on the same issue.
- Appropriate comments are welcome but no action is likely to be taken at this time to ensure that others have the opportunity to address the same issue also. Items discussed may, at the discretion of the Board, be placed on a later agenda.
- The Board will accept comments from the public on each agenda item as it is discussed.

By a majority vote of the Board, these rules may be suspended for special reasons at any particular meeting. Further, the Board may reserve the right to adjust the length of time.

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

4

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

ITEM TITLE: PRESENTATION --- MATT LEWIS, PRINCIPALS CONFERENCE

Requested By: Board of Trustees    Prepared By: Thom Peck

**SUMMARY:**

Matt Lewis will present to the board information from the recent Principal Conference that Mr. Lewis, Mr. Ventresca, and Mr. Wirtzberger attended in Bozeman on January 23-25.

**SUGGESTED ACTION:** Informational

☐ Additional Information Attached    Estimated cost/fund source \_\_\_\_\_

NOTES:

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

5

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** REPORT—STUDENT REPRESENTATIVE

**Requested By:** Board of Trustees    **Prepared By:** Elsie Crouse

**SUMMARY:**

Fergus High School Student Representative to the Board of Trustees will provide a report on upcoming activities at Fergus High School.

**SUGGESTED ACTION:** Informational

☐ Additional Information Attached

**NOTES:**

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

6

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** REPORT—LEWISTOWN EDUCATION ASSOCIATION (LEA)

**Requested By:** Board of Trustees    **Prepared By:** LEA Representative

**SUMMARY:**

The Lewistown Education Association (LEA) would like to update the Board of Trustees on the activities and happenings for their organization.

**SUGGESTED ACTION:** Informational

☐ Additional Information Attached    Estimated cost/fund source \_\_\_\_\_

**NOTES:**

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

7

☐ Minutes/Claims    ☐ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** REPORT—COMMITTEES OF THE BOARD

**Requested By:** Board of Trustees    **Prepared By:** Committee

**SUMMARY:**

The Board of Trustees has the opportunity to provide updates on their various committees.

- Official Spring Student Count: Garfield – 218; Highland Park – 287; Lewis & Clark – 187; LJH – 183; FHS – 329 TOTAL 1204 K-6 is up 27 students from 2021, JH is up 16 kids from 2021 and FHS is the same from 2021
- Bond Update
  - Geotechnical Investigation & Hazardous Materials
  - RFP's for GC/CM and Interviews tentatively scheduled for Tuesday, February 22<sup>nd</sup> @ 9 a.m. Interview the whole team
  - Project Files Tracking – February 16
- FHS Principal Update
- Winnett/Grass Range Coop with Fergus in Football - Discussion
- Winter Assessments at LJH and FHS
- Curriculum – English & Math plus Health
- Job Experience Interviews
- Fergus County Spelling Bee – February 21 at the FCPA
- Eastern A Band Festival @ Laurel, February 14-15
- Shakespeare in the Park at Highland Park – March 7
- Feedback from 1<sup>st</sup> Flex Day – February 11
- FHS Prom March 19
- Upcoming Athletic Events:
  - Girls & Boys Basketball Divisionals @ Billings – February 16-19
- Girls & Boys Basketball Divisionals @ UM – Missoula – March 9-12

**SUGGESTED ACTION:** Informational

☒ **Additional Information Attached**

**NOTES:**

**STANDING COMMITTEES OF THE BOARD**  
**2021-2022 School Year**

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Zane Fulbright	Doreen Heintz	Phil Koterba	Jeff Southworth	Jennifer Thompson
Building & Grounds	3	X				X	X	
Insurance Risk Committee	2			X				X

**OTHER COMMITTEES WITH BOARD REPRESENTATION**  
**2021-2022 School Year**

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Zane Fulbright	Doreen Heintz	Phil Koterba	Jeff Southworth	Jennifer Thompson
Activities	3		X		X		X	
Curriculum Committees:								
English Language Arts	1					X		
Math	1				X			
Health Enhancement	1							X
Business Education	1			X				
Health Insurance Program	2						X	X
School Calendar	1	X						
Vocational Advisory Council	1						X	
Gaining	3		X	X				X
Policy Review	3	X			X	X		
Assessment	2			X	X			
Classified Salary/Benefit Review	2	X					X	



**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

8

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** CALENDAR ITEMS, CONCERNS, CORRESPONDENCE, ETC.

**Requested By:** Board of Trustees    **Prepared By:** \_\_\_\_\_

**SUMMARY:**

Time is provided on the agenda for the Board to discuss calendar items, concerns, correspondence, future agenda items, and comments for the good of the district.

- Letter from Rayna Phelps
- OPI Letter on States' Rights with Public School Funding
- OPI Letter for Public Comment on Flexibilities to Recruit Quality Teachers
- Montana Advanced Opportunity Grant and Transformational Learning Funding
- Thank You Cards
- 20 Day Plans

**SUGGESTED ACTION:**

\_\_\_\_\_  
☐ Additional Information Attached

**NOTES:**

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

9

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** REPORT—ELECTION INFORMATION

**Requested By:** Superintendent    **Prepared By:** Rebekah Rhoades

**SUMMARY:**

Rebekah Rhoades, Business Manager/District Clerk, will report on the election calendar and procedures for 2022.

Attached are the Terms of Office Listing and the 2022 School Election Calendar.

Board members terms of office, that are due to expire in 2022 include: Phillip Koterba and Jennifer Thompson

**SUGGESTED ACTION:** Informational


☒ **Additional Information Attached**

**NOTES:**

## SCHOOL ELECTION CALENDAR 2022

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
No earlier than 145 days, or later than 40 days before	<b>Thursday, December 9 through Thursday, March 24</b>	<b>Trustee candidates file for election.</b> A Declaration of Intent and Oath of Candidacy must be filed with district clerk (regardless of who is running the election). <b>NO CANDIDATE MAY APPEAR ON THE BALLOT UNLESS THE CANDIDATE MEETS THIS DEADLINE.</b>  <i>Candidate should be registered to vote at the time the Oath is filed.</i>	<a href="#">13-10-201</a> <a href="#">20-3-305</a>
At least 70 days before	<b>Tuesday, February 22</b>	<b>Trustees call for an election.</b> The trustees must pass a resolution stating: 1) the date of the election; 2) the purpose of the election; 3) whether the election will be by mail or poll; 4) the voting locations and boundaries for each location, if there are multiple locations within a district (if changed from a previous school election the new locations must be specifically noted); and 5) the time the polls will open, if before noon. The trustees do NOT have to set levy amounts at this time; however, they must be set in time for the clerk to certify the ballot (not less than 30 days before the election). The resolution must be delivered to the county election administrator within 3 days of passage, but it need NOT be posted. The trustees must also appoint three election judges per precinct. <ul style="list-style-type: none"><li>• <b>Bond Elections</b> are subject to additional requirements (see <a href="#">20-9-422</a>, MCA).</li><li>• <b>Request for a mail ballot election</b> must be sent from trustees to the election administrator. Exception: Even if no request is received, the election administrator could decide to request a mail ballot election.</li></ul>	<a href="#">13-19-202</a> <a href="#">13-19-203</a> <a href="#">20-9-422</a> <a href="#">20-20-201</a> <a href="#">20-20-203</a>
At least 67 days before (within 3 days of passage of the election resolution)	<b>Friday, February 25</b>	<b>Last day to file resolutions for school election with county election administrator.</b> To assist with the provisions of late registration, include the name and best contact number for the district's election administrator with the resolution.	<a href="#">20-20-201(2)(a)</a>
At least 60 days before	<b>Friday, March 4</b>	<b>Election administrator sends mail ballot election plan/timetable/sample instructions</b> to the Secretary of State's Office so that it is received by this deadline (e.g., fax, mail, or e-mail to SOS office (not post marked)). One plan must be submitted for each election. As soon as the plan (and any amendments are approved), forward a copy of the mail ballot plan to the county election administrator. Link to instructions: <a href="#">Mail Ballot Plan Timetable and Instructions</a>	<a href="#">13-19-205</a>
4 weeks preceding the close of regular registration	<b>Monday, March 7</b>	<b>Notice of close of regular registration.</b> The county election administrator publishes the notice of close of regular registration for school districts at least 3 times in the 4 weeks preceding the close of regular registration. Contact the county election administrator to coordinate that publication.	<a href="#">13-2-301</a>
Not later than 5pm the day before ballot certification	<b>Thursday, March 31 (by 5 p.m.)</b>	<b>Last day trustee candidates may withdraw from the election.</b> Any candidate that has already filed for election, but wishes to withdraw their name, may do so by sending a statement of withdrawal to the election administrator.	<a href="#">20-3-305(3)(a)</a>
Not later than 5pm the day before ballot certification	<b>Thursday, March 31 (by 5 p.m.)</b>	<b>Deadline for write-in candidate for a trustee position on a school board to file Declaration of Intent</b> (must be filed with the district clerk, regardless of who is running the election).	<a href="#">20-3-305(2)(b)</a>
No later than the 30th day before	<b>Friday, April 1</b>	<b>Deadline to notify election judges of appointment.</b>	<a href="#">13-4-101</a>

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Not less than 30 days before	<b>Friday, April 1</b>	<b>Election administrator certifies ballot.</b> The election administrator prepares the final ballot form, listing all candidates and propositions to be voted upon. The ballot must then be delivered to the election administrator, if other than the clerk. <i>Trustees must pass a resolution stating exact levy amounts by this date for the clerk to certify the ballot.</i> This resolution must include the durational limit, if any, on the levy.	<a href="#">20-20-401</a> <a href="#">15-10-425</a>
Not less than 30 days before	<b>Friday, April 1</b>	<b>Election by Acclamation and Cancellation of Election - Notice.</b> If the number of candidates filing a nomination petition or filing a declaration of intent to be a write-in candidate is equal to or less than the number of open trustee positions to be elected, the trustees may cancel the election. They must then give notice that a trustee election will not be held. The trustee election may not be declared by acclamation until all candidate filing deadlines have passed. <b>Send a copy to the county election administrator to aid with the provisions of late registration.</b>  <i>**A trustee election held in single-member or trustee nominating district is considered a separate trustee election for declaring the election by acclamation.</i>	<a href="#">20-3-313</a>
30 days before any election	<b>Monday, April 4</b>	<b>Close of regular voter registration.</b> Registration forms postmarked by this date and received within 3 days are accepted for regular registration. Late registration must be completed at the county election office.	<a href="#">13-2-301</a>
Not more than 30 days before	<b>Monday, April 4</b>	<b>Contact your county election administrator</b> for the absentee ballot list.	<a href="#">13-13-212</a> <a href="#">20-20-312</a>
Day after Close of Regular Registration	<b>Tuesday, April 5</b>	<b>Start of Late Registration.</b> Late voter registration starts and continues through noon on the day before the election. Late registration must be completed at the office of the county election administrator.	<a href="#">13-2-304</a>
Not less than 10 days, or more than 40 days before	<b>Thursday March 24 Through Saturday, April 23</b>	<b>Notice of election is posted.</b> The election notice must be published in a newspaper of general circulation in the district, if available, posted in at least three public places in the district AND posted on the district's website for the 10 days prior to the election, if the district has an active website. Notice using any other recognized media may be used to supplement the posting. The notice must include: 1) the date and voting locations for the election; 2) voting location hours; 3) each proposition to be considered by the electorate; 4) the number of trustee positions, if any, subject to election and the length of the terms for those positions; 5) where and how absentee ballots may be obtained; and 6) where and how late registrants may obtain a ballot on election day. <ul style="list-style-type: none"> <li>• If the polling place has changed from the previous school election, that change must be referred to in the notice.</li> <li>• If more than one proposition will be considered in the same district, each proposition must be set apart and identified, or placed in separate notices.</li> </ul>	<a href="#">20-20-204</a>
At least 20 days before	<b>Wednesday, April 13</b>	<b>Absentee ballots available.</b> The election administrator prepares ballots for absentee voters. Remember to enclose four things in the absentee package. <ul style="list-style-type: none"> <li>• The ballot (with stubs removed);</li> <li>• Instructions for voting and returning the ballot;</li> <li>• A secrecy envelope, free of marks that would identify the voter; and</li> <li>• A self-addressed, return envelope with affirmation printed on the back.</li> </ul>	<a href="#">13-13-214</a> <a href="#">20-20-401</a>
Not before the 20 <sup>th</sup> day nor later than the 15 <sup>th</sup> day	<b>Wednesday, April 13 through Monday, April 18</b>	<b>Mail ballots mailed.</b> If mail ballot election is used, all ballots must be mailed on the same day (the day noted in the district's mail ballot plan), except that if an inactive elector reactivates after the ballots are mailed, the elector should be provided with or mailed a ballot. If the elector reactivates after noon on the day before election day, the elector must come in on election day to receive a ballot.	<a href="#">13-19-207</a>

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Not more than 10 days or less than 2 days before	<b>Saturday, April 23 through Sunday, May 1</b>	<b>Absentee/Mail Ballot Counting Notice.</b> Districts must publish in a newspaper of general circulation in the county a notice indicating the method that will be used for counting absentee/mail ballots and the place and time that the absentee/mail ballots will be counted on election day. <i>If the district publishes their notice of election on the 10<sup>th</sup> day prior to the election, in a newspaper of general circulation in the county, this information may be included in that notice.</i>	<a href="#">13-15-105</a>
Not more than 10 days or less than 2 days before	<b>Saturday, April 23 through Sunday, May 1</b>	<b>Polling Location Accessibility Notice.</b> Districts must publish in a newspaper of general circulation in the county a statement of the location of the polling places and whether each location is accessible or inaccessible. <i>This notice may be combined with the notice above, and with the notice of election if the notice is published on the 10<sup>th</sup> day prior to the election.</i>	<a href="#">13-3-105</a> <a href="#">13-3-207</a>
Day before (by Noon)	<b>Monday, May 2</b>	<b>Deadline for absentee ballot requests.</b> Voters who wish to vote absentee may request an absentee ballot in writing or in person until noon the day before the election.	<a href="#">13-13-211</a> <a href="#">13-13-214</a>
Day before	<b>Monday, May 2</b>	<b>Deliver certified copy of the lists of registered electors.</b> Before the day of election, the county election administrator shall deliver a certified copy of the lists of registered electors for each voting location to the district. The district shall deliver them to the election judges prior to the opening of a voting location.	<a href="#">20-20-313</a>
Day before (at noon)	<b>Monday, May 2 (by noon)</b>	<b>Late registration closed.</b> Late registration is closed at noon the day before the election. Electors must late register at the office of the county election administrator by noon and return their certificate of late registration to the election administrator (the school district clerk if the school district is running the election) by 8:00 pm on election day.	<a href="#">13-2-304</a>
Election Day 	<b>Tuesday, May 3</b>	<b>ELECTION DAY.</b> The election administrator must prepare the polling places, printed ballots, ensure election judges are present, and conduct a fair and unbiased election.  <b>Notify election judges of the names of write-in candidates</b>	<a href="#">Title 13</a> <a href="#">20-20-105</a> <a href="#">20-20-401</a> <a href="#">20-20-411</a>
No sooner than 3pm on the 6 <sup>th</sup> day after the election	<b>Monday, May 9</b>	<b>The first date that provisional ballots may be counted.</b> Following the election, unresolved provisional ballots are sealed. These ballots may not be opened until after 3pm on the 6 <sup>th</sup> day after election. The election judges convene, and a determination is made as to whether the ballots are counted. If there are provisional ballots in a school election, the canvass may not occur until after all provisional ballots are resolved.	<a href="#">13-15-107</a>
Following receipt of the tally sheets from all polls and within 25 days after the election	<b>By Friday, May 27</b>	<b>Trustees canvass the votes, issue certificates of election, and publish results.</b> Trustees review the tally sheets compiled by the election judges to ascertain their accuracy. Recounts are ordered, if necessary. If tally is complete and accurate, trustees issue certificates of election to successful candidates. The canvassed results shall be published immediately in a newspaper that will give notice to the largest number of people in the district. <i>If the election was called by acclamation the trustees should still canvass results and issues certificates of election at this time.</i>	<a href="#">20-20-415</a> <a href="#">20-20-416</a>
Within 5 days after the official canvass	<b>Monday, May 9 through Wednesday, June 1</b>	<b>Deadline for filing a petition for recount.</b> When a question submitted to a vote of the people is decided by a margin not exceeding ¼ of 1% of the total votes cast for and against the question, a petition for recount must be filed within 5 days after the official canvass.	<a href="#">13-16-201</a>
Within 5 days of receipt of notice from the election administrator	<b>Monday, May 9 through Monday, June 6</b>	<b>Deadline for convening the School Recount Board.</b> When a tie vote has been certified to the election administrator or conditions have been met for filing a recount petition, the board shall convene at its usual meeting place to perform a recount. The recount must be completed within 5 days of receipt of official canvass or recount petition.	<a href="#">13-16-204</a> <a href="#">20-20-420</a>

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Within 25 days of election	By Friday, May 27	Deadline for trustees to hold organizational meeting to elect chair and appoint clerk.	<a href="#">20-3-321</a>
June 1	Wednesday, June 1	<b>Deadline for trustees to request county election administrator to conduct school elections for next year.</b> The school district clerk/election administrator is designated the election administrator for school elections. However, the trustees of any district may request the county election administrator to become the election administrator for school elections. The request must be made by a resolution of the board of trustees. If the county accepts, then the county must perform all the duties the school clerk would have. The school district must assume all costs of the election.	<a href="#">20-20-417</a>
Within 15 days after receipt of certificate of election	By Friday, June 10	<b>Candidate completes and files Oath of Office</b> with the County Superintendent. <i>*Newly elected trustees may not be seated until the oath is filed. The issuance and the oath may be administered at the organizational meeting but must be completed within 15 days of issuance.</i> <i>**In the event of a recount, the deadline for a candidate to complete and file the oath is 15 days from receipt of the certificate of election.</i>	<a href="#">20-3-307</a> <a href="#">20-1-202</a> <a href="#">1-6-101</a>

[1-1-307](#), MCA. Postponement of day appointed for an action when it falls on a holiday or Saturday. Whenever any act of a secular nature, other than a work of necessity or mercy, is appointed by law or contract to be performed upon a particular day, which day falls upon a holiday or a Saturday, such act may be performed upon the next business day with the same effect as if it had been performed upon the day appointed.

***If the deadline, as read in statute, is phrased "not later than..." the deadline does not move to a later date but an earlier one.***

**Additional References:**

Sample forms can be found at this address: [School Finance Election Webpage](#)

Election Manual: [School Election Handbook](#)

MT Secretary of State's Office: [Secretary of State's Election Webpage](#)

**NOTE:** Candidates for trustee positions in (1) a first-class district located in a county with populations of 15,000 or more, OR (2) a county high school district with an enrollment of 2,000 or more are required to file a C-1-A Statement of Candidate within 5 days of becoming a candidate. For reporting dates and instructions contact the Montana Commissioner of Political Practices at: [Commissioner of Political Practices Webpage](#).

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD MEMBERS TERMS OF OFFICE**

As currently exists, Board members terms of office are as follows:

	<b>Expire 2022</b>	<b>Expire 2023</b>	<b>Expire 2024</b>
<b>SCHOOL DISTRICT #1</b>	Phillip R. Koterba Jennifer Thompson	Kris Birdwell Jeff Southworth Doreen Heintz	CJ Bailey Zane Fulbright

**School District #1 -- Two (2) 3-Year Terms:**

\_\_\_\_\_ 3-year term (to expire in 2025)

\_\_\_\_\_ 3-year term (to expire in 2025)

**Declaration of Intents Filed for Nomination of School Board Trustee:**

Phillip R. Koterba

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

10

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** REPORT—BUDGET UPDATE

**Requested By:** Superintendent    **Prepared By:** Rebekah Rhoades

**SUMMARY:**

Rebekah Rhoades, Business Manager/District Clerk, would like to update the Board of Trustees regarding some preliminary information regarding the 2022-2023 General Fund Budgets as well as the results of the Spring Student Enrollment Count.

**SUGGESTED ACTION:** Informational

☒ **Additional Information Attached**

**NOTES:**



# 2022-2023 PRELIMINARY BUDGET PROJECTION

## As of 2/9/2022

### ELEMENTARY

Current Year (2021-2022) Budget	\$6,746,787.80	
2022-2023 Projected Budgets	\$7,001,032.79	without a vote
	\$7,061,596.53	with a vote
FY22 Budget vs FY23 Budget	\$254,244.99	higher without a vote
	\$314,808.73	higher with a vote
FY23 Projected Expenditures	\$7,143,128.79	
<u>Preliminary</u> Budget Shortfall	(\$142,096.00)	without a vote
	(\$81,532.26)	with a vote

### HIGH SCHOOL

Current Year (2021-2022) Budget	\$3,293,146.00	
2022-2023 Projected Budgets	\$3,361,735.21	without a vote
	\$3,361,735.21	with a vote
FY22 Budget vs FY23 Budget	\$68,589.21	lower without a vote
	\$68,589.21	higher with a vote
FY23 Projected Expenditures	\$3,581,728.50	
<u>Preliminary</u> Budget Shortfall	(\$219,993.29)	without a vote
	(\$219,993.29)	with a vote

Unknowns: Health Insurance, Spring Enrollment, Retirements/Staff Resignations, Kindergarten Enrollment, Title Funding, 2nd Grade Enrollment - Additional Staffing?

Projections include: 7% Health Insurance increase for certified staff, 10% Health Insurance increase for classified staff, All Staff moved in Years of Experience, 4% increase to matrix for all Classified, 4% increase for all Classified Admin (no salary matrix), new Certified salary matrix, SRSA Grant, \$20,000 reduction in IDEA E

#### ESSER Funds Used

ESSER II - 1.5 fte (\$30,000 HS /\$75,000 Elem) + 1.0 fte Tech (\$58,000)  
ESSER III - 2 fte (\$65,000 HS) + \$125,000 Curriculum (\$40,000 HS/\$85,000 Elem)  
TOTAL ESSER: \$353,000

ESSER Funds will also be used for budget shortfalls due to Salary Matrix Revisions (recruitment & retention)

#### OTHER NOTES not included in budget above

Teacher Incentive Program: FHS 4 staff x \$3,472 = \$13,888 and Elem 9 staff x \$3,472 = \$31,248  
(to qualify for additional quality ed payment, teacher must be in first 3 years of teaching)  
Additional ANB for Home School Students in Activities: 4 at FHS and 3 at JHS

#### Teacher Incentive Program

Quality Educator Payment FY22	\$3,385.00	
Quality Educator Payment FY23	\$3,472.00	
10x Quality Educator Payment FY22	\$33,850.00	starting teacher salary must be more than this in FY22 TEAMS
70% of average teacher pay FY22	\$34,199.00	starting teacher salary must be more than this in FY22 TEAMS
10x Quality Educator Payment FY23	\$34,720.00	starting teacher salary must be more than this in FY23 TEAMS
70% of average teacher pay FY23	unknown	starting teacher salary must be more than this in FY23 TEAMS

Enrollment History  
February 7, 2022

Grade	Fall 2012	Spring 2013	Fall 2013	Spring 2014	Fall 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022	Proj Fall 2022	
Kindergarten	87	89	98	101	97	95	111	112	109	108	96	101	104	102	96	96	108	110	104	106	95	
1st Grade	95	97	85	86	95	95	83	85	100	97	109	105	95	89	97	95	83	83	106	112	96	
2nd Grade	81	79	95	95	82	83	95	97	86	86	95	95	98	99	98	100	91	93	86	87	112	
3rd Grade	72	75	82	83	94	94	84	85	91	89	92	90	90	92	96	96	101	106	91	91	87	
4th Grade	103	104	73	74	75	78	98	99	87	87	94	93	94	92	95	98	85	89	104	109	91	
5th Grade	82	86	101	101	78	79	79	80	101	99	89	88	93	90	90	90	99	100	89	89	109	
6th Grade	97	97	84	80	98	96	83	87	74	73	101	100	89	87	90	86	85	85	96	98	89	
7th Grade	100	101	91	94	79	82	104	99	80	77	78	79	106	105	80	82	88	90	89	92	98	
8th Grade	90	90	103	103	98	94	87	89	93	93	77	77	79	77	107	105	78	77	88	91	92	
9th Grade	88	89	89	90	98	97	102	103	88	87	92	92	76	78	70	72	98	99	88	84	91	
10th Grade	94	91	88	87	89	88	97	95	92	91	81	81	96	95	75	76	70	71	96	96	84	
11th Grade	78	76	85	82	85	80	88	83	94	88	91	87	80	76	85	82	80	75	84	82	96	
12th Grade	88	88	73	73	82	81	81	79	78	78	85	83	85	84	76	74	84	84	70	67	82	
	Fall 2012	Spring 2013	Fall 2013	Spring 2014	Fall 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2016	Fall 2017	Spring 2016	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022	Proj Fall 2022	
K-6	617	627	618	620	619	620	633	645	648	639	676	672	663	651	662	661	652	666	676	692	679	
7-8	190	191	194	197	177	176	191	188	173	170	155	156	185	182	187	187	166	167	177	183	190	
9-12	348	344	335	332	354	346	368	360	352	344	349	343	337	333	306	304	332	329	338	329	353	
Grand Total	1155	1162	1147	1149	1150	1142	1192	1193	1173	1153	1180	1171	1185	1166	1155	1152	1150	1162	1191	1204	1222	
Fall 2022 Projections:	Subtracts 10 (Kindersteps) from the 1st Grade enrollment																					

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

11

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

ITEM TITLE: REPORT—INVESTMENT

Requested By: Superintendent    Prepared By: Rebekah Rhoades

**SUMMARY:**

Interest earned and distributed for January 2022 was as follows:

Elementary	\$2,501.85
<u>HS</u>	<u>\$2,260.03</u>
Total	\$4,761.88

Bond Proceeds of \$23,850,000.79 were deposited on 2/3/2022 will be invested in the STIP program in order to earn the best possible interest, but have the money accessible as needed.

**SUGGESTED ACTION:** Informational

☒ Additional Information Attached

**NOTES:**

**Lewistown School District No. One**

**Interest Apportionment Detail Report**

Fiscal Year: 2021-2022

Criteria: From Control#: 243 To: 244

Acct Mask: \_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_

Sort By Acct

☐ Print Internal Accounts Only

Type: HS Interest	Posting Date: 1/31/2022			Amount Distributed: \$2,260.03		Control#: 243	
Posting Description: Interest Distribution				12/31/2021		Entry#: 279	
Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount Internal?
201.00.000.0000.101.000	\$603,051.76	31	.1592493	\$359.91	\$603,051.76		\$0.00 Yes
210.00.000.0000.101.000	\$143,152.78	31	.0378027	\$85.44	\$143,152.78		\$0.00 Yes
211.00.000.0000.101.000	\$252,014.53	31	.0665501	\$150.41	\$252,014.53		\$0.00 Yes
213.00.000.0000.101.000	\$10,063.91	31	.0026576	\$6.01	\$10,063.91		\$0.00 Yes
214.00.000.0000.101.000	\$266,636.66	31	.0704114	\$159.13	\$266,636.66		\$0.00 Yes
217.00.000.0000.101.000	\$68,429.74	31	.0180704	\$40.84	\$68,429.74		\$0.00 Yes
218.00.000.0000.101.000	\$27,644.73	31	.0073002	\$16.50	\$27,644.73		\$0.00 Yes
220.00.000.0000.101.000	\$4,893.17	31	.0012922	\$2.92	\$4,893.17		\$0.00 Yes
221.00.000.0000.101.000	\$26,941.61	31	.0071145	\$16.08	\$26,941.61		\$0.00 Yes
224.00.000.0000.101.000	\$179,952.93	31	.0475206	\$107.40	\$179,952.93		\$0.00 Yes
228.00.000.0000.101.000	\$219,499.77	31	.0579638	\$131.00	\$219,499.77		\$0.00 Yes
229.00.000.0000.101.000	\$183,192.72	31	.0483761	\$109.33	\$183,192.72		\$0.00 Yes
260.00.000.0000.101.000	\$76,117.73	31	.0201006	\$45.43	\$76,117.73		\$0.00 Yes
261.00.000.0000.101.000	\$647,551.04	31	.1710003	\$386.47	\$647,551.04		\$0.00 Yes
281.00.000.0000.101.000	\$118,411.31	31	.0312692	\$70.67	\$118,411.31		\$0.00 Yes
282.00.000.0000.101.000	\$959,284.03	31	.2533204	\$572.49	\$959,284.03		\$0.00 Yes
Control# 243 Total:	\$3,786,838.42		.9999994	\$2,260.03	\$3,786,838.42		\$0.00

**Balance Calculations based on Prior Month Ending Balances as of 12/31/2021**

Type: Interest	Posting Date: 1/31/2022			Amount Distributed: \$2,501.85		Control#: 244	
Posting Description: Interest Distribution				12/31/2021		Entry#: 280	
Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount Internal?
101.00.000.0000.101.000	\$1,158,861.15	31	.3124303	\$781.66	\$1,158,861.15		\$0.00 Yes
110.00.000.0000.101.000	\$282,289.68	31	.0761056	\$190.40	\$282,289.68		\$0.00 Yes
111.00.000.0000.101.000	\$415,539.38	31	.1120299	\$280.28	\$415,539.38		\$0.00 Yes
112.00.000.0000.101.000	\$96,893.21	31	.0261225	\$65.35	\$96,893.21		\$0.00 Yes

# Lewistown School District No. One

## Interest Apportionment Detail Report

Fiscal Year: 2021-2022

Criteria: From Control#: 243 To: 244

Acct Mask: \_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_

Sort By Acct

☐ Print Internal Accounts Only

113.00.000.0000.101.000	\$91,928.00	31	.0247839	\$62.01	\$91,928.00	\$0.00	Yes
114.00.000.0000.101.000	\$435,246.46	31	.1173429	\$293.57	\$435,246.46	\$0.00	Yes
120.00.000.0000.101.000	\$17,373.44	31	.0046839	\$11.72	\$17,373.44	\$0.00	Yes
121.00.000.0000.101.000	\$28,952.48	31	.0078056	\$19.53	\$28,952.48	\$0.00	Yes
124.00.000.0000.101.000	\$97,280.12	31	.0262268	\$65.62	\$97,280.12	\$0.00	Yes
128.00.000.0000.101.000	\$86,228.75	31	.0232474	\$58.16	\$86,228.75	\$0.00	Yes
129.00.000.0000.101.000	\$110,424.42	31	.0297706	\$74.48	\$110,424.42	\$0.00	Yes
150.00.000.0000.101.000	\$174.60	31	.0000471	\$0.12	\$174.60	\$0.00	Yes
160.00.000.0000.101.000	\$1,425.22	31	.0003842	\$0.96	\$1,425.22	\$0.00	Yes
161.00.000.0000.101.000	\$886,567.78	31	.2390197	\$597.99	\$886,567.78	\$0.00	Yes
Control# 244 Total:	\$3,709,184.69	1.0000004		\$2,501.85	\$3,709,184.69	\$0.00	

Balance Calculations based on Prior Month Ending Balances as of 12/31/2021

End of Report

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

12

☐ Minutes/Claims    ☐ Board of Trustees    ☒ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** REPORT—SUPERINTENDENT

**Requested By:** Superintendent    **Prepared By:** Thom Peck

**SUMMARY:**

Time is provided on the agenda for the Superintendent to discuss with the Board any calendar items, concerns, correspondence, future agenda items, and announcements.

- ❖ Upcoming Tournament Passes –Divisional Wrestling @ Sidney, February 26-27; State Wrestling @ Miles City, March 5-6; & BBB/GBB Divisional Tournament @ Billings/Lockwood, February 24-27
- ❖ Spring Count on Enrollment: Garfield 193 (191); HP 288 (277); L&C 185 (184); LJH 167 (166); FHS 329 (332): K-8 Total = 833 (818) District Total = 1162 (1150)
- ❖ Calendar Committee – 3 options for Staff to vote on
- ❖ OPI Applying for State/Federal Test Waiver
- ❖ Legislative Update
- ❖ LJH/FHS 100% Capacity and Flex Friday Progress Report
- ❖ No School – Friday, February 26
- ❖ 4<sup>th</sup> Grade Science Fair – Thur. – Fri., March 5 & 6 @ Highland Park
- ❖ Spring Sports Begin—Monday, March 15, 2021
- ❖ Home Athletic Games/Meets:
  - FHS WR v. Huntley – Friday, February 12, 5 pm @ Civic Center
  - FHS BB v. Sidney – Friday, February 12, 1 pm Start
  - FHS BB v. Havre – Saturday, February 13 2 pm Start
  - FHS WR v. Columbus & Malta, Tuesday, February 16, 5 pm Start
  - FHS WR v. Glasgow & Fairfield, Saturday, February 20, 9 am Start
  - JH WR begins, Monday, January 22<sup>nd</sup>
  - State Middle School Wrestling Tournament – March 7, 2020

**SUGGESTED ACTION:** Informational

☐ Additional Information Attached

**Notes:**

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

13

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

**ITEM TITLE:** RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS  
THE BOARD ON NON-AGENDA ITEMS

**Requested By:** Board of Trustees    **Prepared By:** \_\_\_\_\_

**SUMMARY:**

Time is provided on the agenda for anyone who wishes to address the Board on non-agenda items.

**SUGGESTED ACTION:** Informational

☐ Additional Information Attached

**NOTES:**

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

14

☒ Minutes/Claims    ☐ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

ITEM TITLE: MINUTES

Requested By: Board of Trustees    Prepared By: Rebekah Rhoades

**SUMMARY:**

The following minutes are attached for your approval:

- Minutes of the January 10, 2022, Regular Board Meeting
- Minutes of the January 24, 2022, Special Board Meeting

**SUGGESTED ACTION:** Approve Minutes as Presented

☒ Additional Information Attached

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						



**MINUTES  
LEWISTOWN PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

**LINCOLN BOARD ROOM and via Google Meet**

215 Seventh Avenue South

Lewistown, Montana 59457

**MONDAY, January 10, 2022**

**REGULAR BOARD MEETING**

**CALL TO ORDER (6:00 p.m.)**

1. **ROLL CALL**

**TRUSTEES PRESENT:**

Kris Birdwell, Phil Koterba, Jeff Southworth, Doreen Heintz, CJ Bailey,  
Jennifer Thompson, Zane Fulbright

**TRUSTEES ABSENT:**

**STAFF PRESENT:**

Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades, Luke Brandon – LEA President, Tim Majerus, and others via Google Meet

**OTHERS PRESENT:**

Heidi Weber – KXLO Radio, Elsie Crouse – Student Representative, Bridget Eckstrom – DA Davidson, John Carlson and other interested parties in person and via Google Meet.

2. **PLEDGE OF ALLEGIANCE**

3. **MOTION TO SET AGENDA – Approved Unanimously (Bailey/Koterba)**

4. **Discussion – Bond Update**

Thom Peck updated the Board on the progress of the Bond Financing Committee. There will be a special board meeting on January 24<sup>th</sup> to approve the Bond Resolution. Bridget Eckstrom, DA Davidson, reported that bond flyers are being posted and advertised. The bond financing timeline was reviewed. Bridget explained the process around setting rates, Bond Premium and the S&P rating report. John Carlson asked for clarification on the underwriter fees. Bridget shared the Bond Purchase Agreement that will be approved by the Bond Financing Committee on 1/20/22 that will lock interest rates.

5. **Report – Student Representative**

Thom Peck introduced Elsie Crouse as the new Student Representative to the Board.

6. **Report – LEA**

Luke Brandon, President of the Lewistown Education Association (LEA) updated the Board of Trustees on the activities and happenings for their organization. He thanked the Board Members that participated on Gaining. Luke requested that the Board offer a retirement incentive this year and provided a recommendation to the Board. The Board agreed to add the Retirement Incentive to the next Board Meeting.

7. **Report—Committees of the Board**

The Bond Finance Committee met on 12/16/21 and will be meeting again on 1/14/22 and 1/20/22. The Gaining Committee met on 1/5/22 and the agreed upon CBA will be put on the 1/24/22 Special Board Meeting for approval. The

- Classified Salary Matrix Committee will be meeting in the near future.
8. Calendar Items, Concerns, Correspondence, Etc.  
Mr. Peck handed out various information to the Board as outlined below:
    - Maclaine Day Editorial letter
    - Thank You's from DAR and Lewistown Art Center
    - OPI Letter on School Food Program Flexibilities
      - Supply Chain Assistance
      - USDA Foods (only for current year)
    - MHSA Proposals
    - Community COVID Letter
    - Principal 20-Day Plans
  9. Report—2020-2021 Audit Report  
Business Manager Rebekah Rhoades reported Paul Strom and Associates completed the audit for FY2020-2021. There was one finding in our financial statements in reference to going out to bid for items over \$80,000. It is the process of the District to go out to bid, but the money being spent was CRF funds that had to be spent by 12/31/20. The audit report is posted in its entirety on the District website as well as a hard copy at the District Business Office for the public to view.
  10. Report—Election Information  
Rebekah Rhoades, Business Manager/District Clerk, provided the Board with the 2022 School Election Calendar and advised them of the Trustee seats that will be up for election in 2021 – Jennifer Thompson and Phil Koterba.
  11. Report—Budget Information  
Rebekah Rhoades, Business Manager/District Clerk, provided the Board with a preliminary budget summary for the 2022-2023 school year and an update on federal funding due to the Coronavirus pandemic.
  12. Report—Investment  
Interest for December 2021 was \$276.84 in the Elementary and \$242.23 in the High School for a total of \$518.87.
  13. Report—Superintendent  
Superintendent Thom Peck updated the Board on the progress of the Bond Construction Manager RFQ and designing at Lewis & Clark. The Safety Committee met recently to update the safety plan. Quarterly meetings will be held for Special Education Case Managers to improve transitions and records. Winter assessments are beginning and Mr. Peck reported that the Fall assessment results were better than expected. The Community Covid team met and Mr. Peck shared the letter with new protocols. Mr. Peck updated the Board on staffing throughout the District. Rob Odermann and Jason Fry were thanked for responding to the flood due a pipe breakage at the Bus Barn. Lead Testing was completed and results were minimal and any that did not meet standards will be fixed. The District applied for a MTSS Grant, Transformation Learning and MT Advanced Opportunities Grant. Mr. Peck updated the Board on various events taking place in the District.

#### **PUBLIC PARTICIPATION**

14. Recognition of Parents, Patrons, and Others Who Wish to Address the Board on Non-Agenda Items  
There was no public participation.

#### **ACTION ITEMS MINUTES**

Minutes of the December 13, 2021 Regular Board Meeting  
Minutes of the December 20, 2021 Special Board Meeting  
Minutes of the January 5, 2022 Special Board Meeting  
– Approved unanimously (Birdwell/Fulbright)

#### **APPROVAL OF CLAIMS**

15. Claims – Approved unanimously (Heintz/Birdwell)

Claims Committee for January through March 2022 will be Board Chair Jennifer Thompson, Kris Birdwell, Doreen Heintz and Jeff Southworth.

**INDIVIDUAL ITEMS**

16. Approve Superintendent Contract – Approved unanimously (Birdwell/Southworth)
17. Approve Selection of Hulteng, Inc as Owner’s Representative through the Pre-Construction Planning Phases – Approved Unanimously (Koterba/Birdwell)
18. Approve Additions to the Substitute List for the 2021-2022 School Year – Approved unanimously (Heintz/Fulbright)
19. Approve Personnel Report – See Exhibit A – Approved unanimously (Bailey/Fulbright)

**ADJOURNMENT**

The meeting was adjourned at 7:43 p.m (Heintz). The next regular meeting will be held at 6:00 p.m. on Monday, February 14, 2022, at the Lincoln Board Room.

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**JENNIFER THOMPSON**  
**BOARD CHAIR**

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**REBEKAH RHOADES**  
**BUSINESS MANAGER/CLERK**

**EXHIBIT 'A'**  
**LEWISTOWN PUBLIC SCHOOLS**  
**LEWISTOWN, MONTANA**

**Monday January 10, 2021**

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
<b>DECOCK, Adrienna</b>	Head Volleyball Coach	Fergus High School	Approve appointment on schedule --(0.145) - FALL 2022	7/1/2022	Paul Bartos	
<b>LEAR, Derek</b>	Head Football Coach	Fergus High School	Approve appointment on schedule --(0.145) - FALL 2022	7/1/2022	Paul Bartos	
<b>MAJERUS, Tim</b>	Principal	Fergus High School	Accept Letter of Resignation	7/1/2022	Thom Peck	See Attached Letter
<b>STANSBERRY, Christopher</b>	Bus Driver	Transportation	Approve appointment on schedule -- TRANSPORTATION Step 0 for up to 4 hours per day for up to 94 days	1/11/2022	Rob Odermann	Replacing Gregory Mikat
<b>THACKERAY, Brett</b>	Head Golf Coach	Fergus High School	Approve appointment on schedule --(0.090) - FALL 2022	7/1/2022	Paul Bartos	

**MINUTES  
LEWISTOWN PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

Lincoln Board Room and via Google Meet  
215 Seventh Avenue South  
Lewistown, Montana 59457

**Monday, January 24, 2022**

**SPECIAL BOARD MEETING**

**CALL TO ORDER (5:30 P.M.)**

1. ROLL CALL

TRUSTEES PRESENT:

Board Chair Jennifer Thompson, Phil Koterba, Kris Birdwell, Zane Fulbright, Doreen Heintz, CJ Bailey

TRUSTEES ABSENT:

Jeff Southworth

STAFF PRESENT:

Superintendent Thom Peck, Business Manager Rebekah Rhoades, Luke Brandon and others via Google Meet

OTHERS PRESENT:

Janelle Fulbright

2. PLEDGE OF ALLEGIANCE

The group recited the Pledge of Allegiance.

**DISCUSSION**

3. BOND ISSUE OVERVIEW – BRIDGET ECKSTROM, D.A. DAVIDSON

Bridget Eckstrom, D.A. Davidson, provided a summary on the bond issue, interest rates, bond insurance and next steps with bond financing.

Dan Semmens, Dorsey-Whitney, provided a summary and purpose of the two bond resolutions later in the agenda.

**PUBLIC PARTICIPATION**

4. RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS THE BOARD

Janelle Fulbright announced that on 2/17/22 there is a fundraiser for Girls Softball and Boys Cross Country. She also requested information on the funding to add Girls Wrestling while parents are required to fundraise for the Girls Softball/Boys Cross Country program. Assistant Principal/AD Paul Bartos and Superintendent Peck stated that costs have been minimal. Trustee Bailey reminded Mrs. Fulbright that the original Board approved the sport and stated at the time that it would not be funded by the District.

**ACTION**

**INDIVIDUAL ITEMS**

4. APPROVE MUNICIPAL BOND INSURANCE COMMITMENT – Approved Unanimously (Birdwell/Fulbright)
5. APPROVE BOND FINANCE RESOLUTION – Approved Unanimously (Heintz/Koterba)
6. APPROVE TAX COMPLIANCE RESOLUTION – Approved Unanimously (Fulbright/Bailey)

7. RETIREMENT INCENTIVE CONSIDERATION DIED FOR LACK OF MOTION
8. APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR 2021-2022 SCHOOL YEAR –  
Approved Unanimously (Heintz/Bailey)
6. APPROVE PERSONNEL REPORT – See Exhibit 'A' -- Approved Unanimously

(Fulbright/Koterba) **ADJOURNMENT**

The meeting was adjourned at 6:50 p.m. (Heintz – unanimous).

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**JENNIFER THOMPSON**  
**BOARD CHAIR**

---

**REBEKAH RHOADES**  
**BUSINESS MANAGER**

**Exhibit 'A'**

**LEWISTOWN PUBLIC SCHOOLS  
LEWISTOWN, MONTANA**

**Monday January 24, 2022**

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
<b>LONG, Jared</b>	Teacher	Fergus High School	Approve out-of-district travel to attend the San Antonio Stock Show and Rodeo as an instructor on 2-25-22 to 2-27-22	1/24/2022	Tim Majerus and Paul Bartos	See Attached Letter
<b>MOWDY, Cameron</b>	Custodian	Fergus High School	Accept Letter of Resignation	1/22/2022	Jason Fry	See Attached Letter
<b>BALDWIN, Kylie</b>	Paraprofessional	Lewis and Clark Elementary School	Accept Letter of Resignation	3/11/2021	Danny Wirtzberger	See Attached Letter
<b>WALTERS, Maida</b>	Cross Country Coach	Fergus High School	Accept Letter of Resignation	7/1/2022	Paul Bartos	See Attached Letter
<b>WALTERS, Maida</b>	Teacher	Lewistown Jr. High School	Accept Letter of Resignation	7/1/2022	Jeff Friesen	See Attached Letter

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

15

☒ Minutes/Claims    ☐ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☐ Action – Indiv.

ITEM TITLE: CLAIMS

Requested By: Board of Trustees    Prepared By: LuAnn Schrauth

**SUMMARY:**

Approve claims paid through February 11, 2022, as approved by the Finance Committee.

Members of the Finance Committee for January-March 2022 include: Jennifer Thompson, Kris Birdwell, Doreen Heintz, and Jeff Southworth.

**SUGGESTED ACTION:** Approve Claims as Presented

☐ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						



LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

16

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

ITEM TITLE: APPROVE NOTICE OF RESOLUTION OF INTENT TO SELL/DISPOSE OF SURPLUS PROPERTY

Requested By: Board of Trustees    Prepared By: Rebekah Rhoades

**SUMMARY:**

The Board of Trustees needs to approve the Notice of Resolution of Intent to Sell/Dispose of Surplus Property as stated on the attached notice.

**SUGGESTED ACTION:** Approve Notice of Resolution of Intent to Sell/Dispose of Surplus Property

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

## **NOTICE OF RESOLUTION OF INTENT TO SELL/DISPOSE OF SURPLUS PROPERTY**

**WHEREAS**, certain personal property owned by School District Number One and High School District Number One, Fergus County, Montana, has been determined by the Board of Trustees of said School Districts to be obsolete surplus, and unsuitable for school purposes because it is out of date and not usable, being described as follows:

### **46 Lockers located at Junior High School**

**WHEREAS**, an arrangement will be made to sell or otherwise dispose of said property in the most expeditious manner possible;

**THEREFORE BE IT RESOLVED** that the Trustees of said School Districts authorize the sale and disposal of the attached listed property.

**BE IT FURTHER RESOLVED** that this resolution will become effective 14 days after publication of the notice as required by 20-6-604, MCA.

**DONE** at Lewistown, Montana, this 14th day of February 2022.

**ATTEST:**

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**CHAIR  
BOARD OF TRUSTEES  
SCHOOL DISTRICT NUMBER ONE  
HIGH SCHOOL DISTRICT NUMBER ONE**

---

**REBEKAH RHOADES  
BUSINESS MANAGER/CLERK  
SCHOOL DISTRICT NUMBER ONE  
HIGH SCHOOL DISTRICT NUMBER ONE**

**To be published in the News Argus on February  
16, 2022**

**P.O. #**

### **BIDDING INFORMATION**

Any person's interested in purchasing any of the surplus items listed may submit a sealed bid for said purchase. Bids should be submitted to: Lewistown Public Schools, Attn: Rebekah Rhoades, 215 7<sup>th</sup> Ave South, Lewistown, MT 59457. Bidding will close on Wednesday, March 2, 2022 at 12:00 p.m. Bidders will be notified of the results. For general questions or to set up an appointment to view items, please contact Jeff Friesen at 406-535-5419.

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

17

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

ITEM TITLE: APPROVE 2022 – 2023 SCHOOL CALENDAR

Requested By: Board of Trustees    Prepared By: Thom Peck

**SUMMARY:**

The Board of Trustees will approve the 2022 -2023 School Calendar.

Staff were provided the opportunity to choose their calendar preference. Voting closed on Wednesday February 9,2022 at 12 pm.

**SUGGESTED ACTION:** Approve 2022 – 2023 School Calendar

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

# LEWISTOWN PUBLIC SCHOOLS

# 2022-2023 SCHOOL CALENDAR

AUGUST 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## PIR DAYS (Pupil Instruction-Related)

August 22	New Staff Orientation
August 29-30	All Staff Orientation/PIR
October 20-21	Staff Development Days Teachers Convention (Billings)
Oct 31-Nov 11	Parent-Teacher Conferences Schedules vary by school PIR November 3rd No school November 3rd-4th
March 27-31	Parent-Teacher Conferences Schedules vary by school Full school days for students
May 15	PIR Day

## HOLIDAYS & VACATIONS

No School for Teachers or Students

September 5	Labor Day
November 4	Vacation Day
November 23-25	Thanksgiving Vacation
Dec 23 - Jan 2	Winter Break
February 24	Vacation Day
April 10	Easter Vacation
May 29	Memorial Day

	New Teacher Orientation
	First/Last Day of School
	K-4 First Day
	End of Quarter
	Quarter Mid-Term
	End of Semester (2nd & 4th quarters)
	School Dismissed at 1:30 pm
	FHS Graduation Day
	PIR Day (No School for Students)
	Vacation Day (Day Off/No School)
	Paid Holiday (Day Off/No School)
	Flex Day (No School for Students)

PUPIL INSTRUCTION (INCLUDING FLEX DAYS)

First Semester					88 days	Second Semester					91 days
FIRST QUARTER					DAYS	THIRD QUARTER					DAYS
First Week	Aug 31	to	Sept 2	3		First Week	Jan 23	to	Jan 27	5	
Second Week	Sept 6	to	Sept 9	4		Second Week	Jan 30	to	Feb 3	5	
Third Week	Sept 12	to	Sept 16	5		Third Week	Feb 6	to	Feb 10	5	
Fourth Week	Sept 19	to	Sept 23	5		Fourth Week	Feb 13	to	Feb 17	5	
Fifth Week	Sept 26	to	Sept 30	5		Fifth Week	Feb 20	to	Feb 23	4	
Sixth Week	Oct 3	to	Oct 7	5		Sixth Week	Feb 27	to	March 3	5	
Seventh Week	Oct 10	to	Oct 14	5		Seventh Week	March 6	to	March 10	5	
Eighth Week	Oct 17	to	Oct 19	3		Eighth Week	March 13	to	March 17	5	
Ninth Week	Oct 24	to	Oct 28	5		Ninth Week	March 20	to	March 24	5	
					40						44
SECOND QUARTER					DAYS	FOURTH QUARTER					DAYS
First Week	Oct 31	to	Nov 2	3		First Week	March 27	to	March 31	5	
Second Week	Nov 7	to	Nov 11	5		Second Week	April 3	to	April 7	5	
Third Week	Nov 14	to	Nov 18	5		Third Week	April 11	to	April 14	4	
Fourth Week	Nov 21	to	Nov 22	2		Fourth Week	April 17	to	April 21	5	
Fifth Week	Nov 28	to	Dec 2	5		Fifth Week	April 24	to	April 28	5	
Sixth Week	Dec 5	to	Dec 9	5		Sixth Week	May 1	to	May 5	5	
Seventh Week	Dec 12	to	Dec 16	5		Seventh Week	May 8	to	May 12	5	
Eighth Week	Dec 19	to	Dec 22	4		Eighth Week	May 16	to	May 19	4	
Ninth Week	Jan 3	to	Jan 6	4		Ninth Week	May 22	to	May 26	5	
Tenth Week	Jan 9	to	Jan 13	5		Tenth Week	May 30	to	June 2	4	
Eleventh Week	Jan 16	to	Jan 20	5							47
					48						
											Total Days 179

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

18

☐ Minutes/Claims    ☐ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

**ITEM TITLE:** APPROVE THAT THE RULES OF ON-SITE CONDUCT BE ADDED TO ALL BOND CONSTRUCTION CONTRACTS

**Requested By:** Board of Trustees    **Prepared By:** Thom Peck

**SUMMARY:**

The Board of Trustees needs to approve that the Rules of On-Site Conduct be added to all construction contracts.

**SUGGESTED ACTION:** Approve Rules of On-Site Conduct be added to all bond construction contracts

☒ **Additional Information Attached**

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

# **RULES OF ON-SITE CONDUCT**

Lewistown Public Schools takes the protection and safety of its students and staff very seriously. These Rules of On-Site Conduct apply to all persons or firms engaged in providing on-site work for this project. Failure to abide by these rules may result in the immediate, temporary suspension and/or permanent removal of the offending person or firm from the project, at the sole discretion of the Superintendent.

## **Registered Sex/Violent Offenders**

No person shall be employed for any on-site portions of this project who is a registered sex offender in any jurisdiction. No person shall be employed who has been convicted or pled guilty to any crime involving a minor or any crime of violence. General Contractor is responsible for screening and enforcing this with any/all personnel under their supervision.

## **Sexual Harassment**

Sexual harassment in any form is prohibited. This includes, but is not limited to lewd comments, leering, offensive clothing and whistling.

## **Weapons**

No weapons are allowed on District property at any time, including stored in a vehicle. A “weapon” is any type of firearm, a knife with a blade 4 or more inches in length, a sword, a straight razor, a throwing star, nun-chucks, brass or other metal knuckles, or any other article or instrument possessed with the purpose to commit a criminal offense.

## **Contact and interaction with students**

No contact or interaction with students is allowed under any circumstances. If approached by a student you must introduce yourself as a member of the project team and then politely decline to engage in conversation and immediately terminate the contact. Avoid putting yourself in a position where students have direct or unsupervised access to you.

## **Visual Identification**

While working on school grounds, workers will be identified according to procedures established by the General Contractor.

## **Tobacco, alcohol and illegal drugs**

In accordance with district policy and Montana State Law, no tobacco or vaping products may be used on school property. All tobacco and vaping products must be concealed at all times. No alcohol or illegal drugs are allowed on school property at any time.

## **Language and Music**

Loud or offensive music or language is not allowed, and must be discontinued immediately upon the offending party being notified.

## **Self-Reporting**

If you are accused of any of these violations, or if there is any question about a specific circumstance or situation, immediately report the incident or circumstance to the project superintendent and/or District's Owner's Construction Representative, Architect or Engineer.

Situations reported by others:

In the event that an alleged incident is reported to the School District by a student, parent, staff member or any other observer, the named party will be suspended from on-site duties until the issue is fully resolved.

### **Covid-19 Protocol**

Contractor and its employees shall comply with all District COVID-19 policies and procedures. Contractor shall have a written COVID-19 protocol that complies with federal, state, and local laws, mandates, orders, and directives. Such policy shall address personal protective equipment (including but not limited to face coverings) as well as sanitization. Contractor's Policy shall be submitted and approved in writing by the District prior to working within the facility. Contractor shall update and modify its policy in accordance with any changes to federal, state, or local laws, mandates, orders, or directives and provide the updated to the District promptly. Contractor has the sole responsibility of enforcing its policy with respect to its employees and all associated subcontractors and vendors. Contractor shall report any confirmed COVID-19 cases to Owner as soon as they are known, but not in violation of any confidentiality/privacy laws that may be applicable. No project personnel shall work on District property if confirmed to have COVID-19 until proof of a negative test has been provided to the Contractor.

### **Zero-tolerance policy**

The District reserves the right to refuse access to the site of any person either accused or found guilty of a breach of any of the listed rules of conduct.

### **Accountability**

Every person engaged in any on-site work of this project must be issued a copy of these rules and acknowledge, in writing, that they have fully read and understand them. Each employer is required to provide the name and signature of every employee expected to perform work or visit the site. The District reserves the right to spot check any person on the site and to have them immediately removed from District property if their name does not appear on the acknowledgement list.

It will be the General Contractor's responsibility to ensure all workers and visitors associated with the contracted work have been screened by their employers to not be in violation of any of the requirements listed herein. Any person with a felony conviction of any kind will have to have written approval by the Lewistown Public School's Superintendent before being allowed on the School property.



## On-Site Conduct Rules Acknowledgement Sheet

Each sub-contractor is required to provide a current copy of this sheet to the General Contractor before on-site work begins. Each employee must sign, signifying receipt and understanding of the Rules of On-Site Conduct. The sub-contractor is required to update this list as needed in order to maintain a current list of employees.

**Employer** \_\_\_\_\_

Name	Signature	Received Rules
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[illegible]

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

19

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

ITEM TITLE: APPROVE CONTRACT WITH HULTENG CCM, INC. FOR OWNER'S REPRESENTATIVE SERVICES

Requested By: Board of Trustees    Prepared By: Thom Peck

**SUMMARY:**

The board of Trustees needs to approve the contract with Hulteng CCM, Inc. for Owner's Representative Services.

SUGGESTED ACTIONS: Approve contract with Hulteng CCM, Inc. for Owner's Representative Services

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

## **PROFESSIONAL SERVICES CONTRACT**

This Contract is entered into this \_\_14\_\_ day of \_\_February\_\_, 2022, by and between Lewistown Elementary School District No 1, Lewistown , Montana, hereinafter referred to as the "**OWNER**" and HULTENG CCM, INC. hereinafter referred to as "**CCM**". The Owner hereby employs CCM to perform necessary duties as the Owner's Construction Representative.

### **SCOPE OF PROFESSIONAL SERVICES TO BE PROVIDED:**

CCM agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- a) Act as the Owner's Representative in providing advisory support services for preliminary planning and cost estimating, and pre-construction, construction and post occupancy phases of the projects;
- b) Provide guidance on critical time path needs for assigned projects;
- c) Attend, conduct, and assist the Owner at project meetings, including meetings with the architect/engineer, contractor(s), consultants, AHJ's and the owner;
- f) Facilitate open communications among all parties, to help to avoid adversarial interaction and to promote a sense of trust and teamwork in order to accomplish the execution of the project and to see that the projects are complete at the lowest possible cost and with the highest degree of quality and workmanship that are consistent with the plans and specifications for the projects;
- h) Attend and advise of meetings with the Owner, consultants and contractors;
- i) Assist the Owner, contractor and consultants in obtaining necessary required permits or approvals;
- j) Assist the Owner in contract negotiations with consultants and contractors;
- k) Assist the Owner in reviewing bid responses from consultants and contractors;
- l) Meet with the Owner regularly on agreed basis, to review and discuss project progress;
- M) Assist the Owner in creating proper formatted RFQ's and RFP's for Contractor selection;
- N) Assist the Owner with Contracts for Designers and Contractors
- O) maintain confidentiality to the extent provided in law
- P) Advise District's legal counsel of legal or contract issues for which legal advise is needed.

**SCOPE OF OWNER'S RESPONSIBILITIES:**

To complement the scope of work of the Owners Representative, and expedite the overall project, the Owner acknowledges that it has certain tasks and responsibilities, including:

- a) The Owner shall provide to CCM complete information regarding the Owner's knowledge and complete requirements for the projects. The Owner shall be responsible for the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. CCM may use and rely on information furnished by the Owner in performing services under this agreement, and on the reports, data and other information furnished by Owner to the design professionals.
- b) The Owner shall be responsible for the remediation and dispensation at the site of any asbestos, PCB's, petroleum, hazardous materials and radioactive materials, and the consequences of such hazardous materials if present. CCM shall advise Owners the extent it is aware any such issues exist.
- c) The Owner shall examine information submitted by CCM and shall render decisions pertaining thereto as soon as reasonable possible as to not delay critical decisions and impact project time constraints.
- d) The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with CCM and consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project.
- e) The Owner shall retain the services of design professional consultants whose services, duties and responsibilities shall be described in a written agreement between the Owner and design professionals. The services, duties and responsibilities set out under such agreement shall be compatible with this agreement and the contract documents. The Owner shall, in its agreement with the design professionals, require such professionals to perform its services in cooperation with CCM, consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project as determined by the Owner and documented by CCM. The Owner represents to CCM that the terms of this Contract have been acknowledged by and are acceptable to the design professional.
- f) The Owner shall send to CCM, and shall require the design professionals to send to CCM, copies of all notices and communications sent to or received by Owner or design professionals relating to

the Projects. During the construction phase of the projects, the Owner shall require that the contractors submit all notices and communications relating to the project directly to CCM.

g) The Owner shall designate in writing an officer, employee or other authorized representative to act on behalf of the Owner with respect to the projects. This representative shall have the authority to approve changes in the scope of the projects as provided for herein and shall be available during working hours and as often as may be require to render decisions and to furnish information in a timely manner.

### **LIMITATIONS:**

Nothing in this agreement shall be construed to mean that CCM assumes any of the responsibilities or duties of the Contractors or the Design professionals. The contractors will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction for the projects, and for the safety of its personnel, property and its operations and for performing in accordance with the contract between the Owner and the contractors. The consultants are solely responsible for the overall design requirements and design criteria of the projects and shall perform in accordance with the agreement between the consultants and the Owner. CCM's services shall be rendered compatibly and in cooperation with the services provided by the consultants under the agreements between the Owner and the consultants. It is not intended that the services of the consultants and CCM be competitive or duplicative, but rather be complementary. CCM will be entitled to rely upon the consultants for the proper performance of services undertaken by the consultants pursuant to the agreement between the Owner and its consultants.

### **TERM:**

The term of this contract will commence\_\_1/10/2022\_\_\_\_\_, and terminate at a time to be determined by mutual written agreement between the Owner and CCM, but not earlier than the commencement of construction. Either party reserves the right to terminate this contract at any time for the other parties' failure to perform their respective responsibilities. Should either party desire to terminate this contract for the other parties failure to perform their responsibilities, the terminating party shall provide a minimum of thirty (30) days written notice to the other party defining the failure of performance.

**COMPENSATION - BASIC FEE:**

These Owner Construction Representative Services shall be reimbursed on an hourly basis for performing initial services, at the following rates and until such time as the Owner and CCM agree in writing to a fixed fee for the balance of services, which should occur within a reasonable time prior to the commencement of construction. If the Owner and CCM cannot agree to a fixed fee for the balance of services, both the Owner and the CCM, upon written notice by either party, are relieved of their duties and obligations under this Contract.

Initial services shall mean to include:

- Assist with pre-bond planning;
- Assist with preconstruction planning;
- Assist with negotiating final contract terms and fee for A&E Architects, programming and full design services;
- Assist in determining the most advantageous construction delivery method for the success of the project, whether Alternative Project Delivery, Design/Bid/Build, or other;
- Prepare necessary documents and facilitate the process for contractor or CMAR selection;
- Assist in preparation of contract for construction after contractor selection;
- Other services necessary for construction startup following the contractor or CMAR selection.

At such time when the Owner and CCM agree to the overall scope of services to be performed by CCM, CCM will propose a lump sum basic fee for services through the remainder of the project.

Hourly Rates:

Principal	\$158.00/HR
Project Manager	\$132.00/HR
Project Engineer	\$105.00/HR
Administrative	\$ 82.00/HR

The Basic Fee does not include travel costs or other reimbursable expenses, and such expenses shall be reimbursed per the following fee table.

**COMPENSATION – TRAVEL AND REIMBURSABLE EXPENSES:**

In addition to Basic Fee Compensation for Professional Services, the following reimbursable expenses shall be charged at cost and include:

Air travel expenses	At cost
Vehicle travel	At current U.S. Government allowable rates
Travel, portal to portal each direction	Billed at the ½ Basic Hourly rates
Lodging and meals	At Cost
Reproduction expenses	At cost
Communications	At cost
Sub-Consultants if required/approved	At cost
Professional and Liability Insurance	At cost as prorated to Project

**PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES:**

CCM shall submit monthly invoices within 10 days after end of each month for services performed during said month, and the Owner agrees to remit payment for these invoices within 15 days after receipt. Payments due and payable to CCM which are unpaid for more than thirty (30) days from the date of the invoice shall bear interest at the legal rate from the due date, compounded annually. In addition, CCM may, after giving seven (7) days' notice to the Owner, suspend services under this agreement until CCM has been paid in full all amounts due for services, expenses and charges.

**INDEPENDENT CONTRACTOR:**

CCM is an independent contractor and not an employee or partner of the Owner. CCM agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute that CCM, or any of its agents or employees, are the employees of the Owner for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

**WORKER'S COMPENSATION:**

CCM agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

**INSURANCE:**

CCM will maintain general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and errors and omissions (Professional Liability) coverage of \$1,000,000 and the costs for such insurance shall be reimbursed.

The Owner shall be responsible for purchasing and maintaining its own liability insurance. CCM, as an agent of the Owner, shall be named as an additional insured on any insurance policy obtained by the Owner and the subsequent contractors for the project

**INDEMNITY:**

CCM expressly agrees to hold harmless and indemnify the Owner, its officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that the Owner may suffer as a result of CCM's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CCM's agents or employees in the performance of the professional services under contract.

**LEGAL REMEDIES:**

Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs.

The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Montana \_\_\_\_\_Tenth\_ Judicial District Court, \_\_\_Fergus\_\_\_\_\_County, \_\_\_\_\_, Montana.

**ASSIGNMENT:**

CCM shall not sublet or assign any of the services covered by this contract without the express written consent of the Owner.



**EXTENT OF AGREEMENT:**

This contract constitutes the full and complete contract between the Owner and CCM. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties. Any provisions of this contract found to be null and void does not constitute nullification of the remaining terms and conditions of this contract.

**IN WITNESS WHEREOF:**

The parties hereby set their hands and seals this \_\_14th\_\_ day of \_\_February\_\_, 2022:

\_\_\_\_\_  
Jennifer Thompson, Board Chair

\_\_\_\_\_  
Shane Swandal, President  
Hulteng CCM, Inc.

\_\_\_\_\_  
Thom J. Peck, Superintendent



LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

20

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

**ITEM TITLE:** APPROVE USING BOND PREMIUM PROCEEDS FOR BOND FINANCE AND LEGAL REVIEW ACTIVITIES

**Requested By:** Board of Trustees    **Prepared By:** Rebekah Rhoades

**SUMMARY:**

The Board of Trustees needs to approve using bond premium proceeds for bond finance and legal review activities. Examples of these expenses are listed below.

DA Davidson  
Dorsey-Whitney  
S&P  
US Bank  
Felt, Martin, Frazier & Weldon

**SUGGESTED ACTION:** Approve using bond premium proceeds for bond finance and legal review activities.

☐ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

21

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

**ITEM TITLE:** APPROVE ALTERNATE PROJECT DELIVERY METHOD

**Requested By:** Board of Trustees    **Prepared By:** Thom Peck

**SUMMARY:**

The Board of Trustees needs to approve an alternate project delivery method as per attached.

**SUGGESTED ACTION:** Approve alternate project delivery method

☒ **Additional Information Attached**

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

Lewistown Public Schools  
Lewistown, MT

Additions and Renovations to:  
Lewis and Clark Elementary  
Garfield Elementary  
Highland Elementary  
Lewistown Junior High School

The following excerpt is from the Montana Code Annotated, and must be followed when utilizing the ALTERNATIVE PROJECT DELIVERY CONTRACT method for construction contracts:

**18-2-502. Alternative project delivery contract -- authority -- criteria.** (1) Subject to the provisions of this part, a state agency or a governing body may use an alternative project delivery contract. A state agency or governing body that uses an alternative project delivery contract shall:

- (a) demonstrate that the state agency or the governing body has or will have knowledgeable staff or consultants who have the capacity to manage an alternative project delivery contract;
- (b) clearly describe the manner in which:
  - (i) the alternative project delivery contract award process will be conducted; and
  - (ii) subcontractors and suppliers will be selected.

(2) Prior to awarding an alternative project delivery contract, the state agency or the governing body shall determine that the proposal meets at least two of the sets of criteria described in subsections (2)(a) through (2)(c) and the provisions of subsection (3). To make the determination, the state agency or the governing body shall make a detailed written finding that:

- (a) the project has significant schedule ramifications and using the alternative project delivery contract is necessary to meet critical deadlines by shortening the duration of construction. Factors that the state agency or the governing body may consider in making its findings include, but are not limited to:
  - (i) operational and financial data that show significant savings or increased opportunities for generating revenue as a result of early project completion;
  - (ii) demonstrable public benefits that result from less time for construction; or
  - (iii) less or a shorter duration of disruption to the public facility.
- (b) by using an alternative project delivery contract, the design process will contribute to significant cost savings. Significant cost savings that may justify an alternative project delivery contract may derive from but are not limited to value engineering, building systems analysis, life cycle analysis, and construction planning.
- (c) the project presents significant technical complexities that necessitate the use of an alternative delivery project contract.

(3) The state agency or the governing body shall make a detailed written finding that using an alternative project delivery contract will not:

- (a) encourage favoritism or bias in awarding the contract; or
- (b) substantially diminish competition for the contract.

#### PER THE MCA 18-2-502

**Code Provision (1) (a)**—*A state agency or governing body that uses an alternative project delivery contract shall: demonstrate...that (it) has or will have knowledgeable staff or consultants...to manage an alternative delivery contract;*

**Response:** The District has current services agreements with a professional project management firm and a professional Architectural firm with extensive alternative project delivery experience to manage the projects in collaboration with Lewistown Public Schools.

**Code Provision (1) (b)**—*A state agency or governing body that uses an alternative project delivery contract shall: clearly describe the manner in which: the alternative project delivery contract award process will be conducted; and subcontractors and suppliers will be selected.*

**Response:** Procurement of all services shall be done following open public procurement processes available to all qualified contractors following Montana statute. Following the required two-stage approach, a Request for Qualifications will be used to qualify competitors using a scoring system to rate: 1) Relevant Experience, 2) Proposed Staff, 3) Safety and 4) Bonding Capacity. The Owner-selected Selection Committee will score Statements of Qualifications against pass/fail criteria stated in the RFQ.

Qualified competitors will then prepare a response to a subsequent detailed Request for Proposal. The RFP's will then be judged and ranked by the Selection Committee against scoring criteria which will be stated in the RFP. Formal presentations by the competitors may be held to further clarify capabilities and address Selection Committee questions. The most highly ranked respondent will be awarded the contract.

Competitors will be strongly encouraged to seek the most competitive, qualified subcontractors and local providers in order to provide the best overall value to the Owner.

**Code Provision (2)** *Prior to awarding an alternative delivery contract, the state agency or governing body shall determine that the proposal meets at least two of the sets of criteria described in subsections (2)(a) through (2)(c) and ...subsection (3)...the governing body shall make a detailed written finding that:*  
*(a) the project has significant schedule ramifications and the alternative project contract is necessary..*  
*(c) the project presents significant technical complexities that necessitate the use of an alternative project contract.*

**Response:**

**Schedule Ramifications:**

The Alternative Project Delivery offers the fastest delivery schedule by allowing design, materials procurement and permitting to occur in a fast-track manner speeding overall delivery to meet obligations. This project has significant schedule ramifications for multiple public facilities. This delivery method will offer the highest success that the project schedules are adhered to.

**Design Process/less or a shorter duration of disruption of a public facility:**

By engaging a GC/CM firm(s) early, with ability to work with the A/E firm, it is anticipated that the GC/CM will provide positive impact to maintaining a stringent project schedule. This delivery offers cost certainty and schedule adherence over Design-Bid-Build by combining the talents of the designers and GC/CM firms, and focusing them on the best design and constructability solutions, and within available funds and time frame. Within weeks of being selected the GC/CM will validate the Owner's schedule as adequate, or recommend budget/schedule adjustments if needed. Further, value engineering will be implemented during the design phases, wherein the GC/CM will work with the design team to propose alternate solutions with favorable cost and schedule results. This relationship will promote and foster a strong working relationship between the design firm, GC/CM and Owner team.

**Code Provision (3)** *The state agency or governing body shall make a detailed written finding that use of an alternative delivery project contract will not: Encourage favoritism or bias...or diminish competition...*

**Response:** The procurement methodology employed by the Owner is specifically designed to encourage the broadest competition possible, and encourage aggressive pricing competition and scheduling throughout this process. The Selection Committee will be further instructed to carefully evaluate all submittals against stated selection criteria and award the contracts based on the best overall value to the Owner.

Lewistown Public Schools  
Board of Trustees

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Jennifer Thompson, Board Chair

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

22

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

**ITEM TITLE:** DECISION AND RATIFICATION OR DENIAL OF THE 2022-2026 COLLECTIVE BARGAINING AGREEMENT

**Requested By:** Board of Trustees    **Prepared By:** Gaining Team

**SUMMARY:**

The Board of Trustees needs to make a decision and call for a vote to ratify or decline the proposal for the 2022-2026 Collective Bargaining Agreement as presented by the Collective Gaining Team.

**SUGGESTED ACTION:** Call for Vote to Ratify or Decline Proposal for the 2022-2026 Collective Bargaining Agreement.

☒ **Additional Information Attached**

**NOTES:**

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						



## **2022-2026 COLLECTIVE GAINING**

### **TABLE OF CONTENTS**

	Page
ARTICLE I - Contract of Agreement	2
ARTICLE II - Recognition	2
ARTICLE III - Teacher Rights	2-3
ARTICLE IV - Association Rights and Privileges	3-4
ARTICLE V - Rights of the Board	4
ARTICLE VI - Reopening Of Negotiations	4
ARTICLE VII - Leaves	5-9
ARTICLE VIII - Insurance	9-10
ARTICLE IX - Work Load and Conditions	10-13
ARTICLE X - Preparation Time	13
ARTICLE XI - Staff Evaluation	13-15
ARTICLE XII - Other Employment	15
ARTICLE XIII - Student Discipline	15
ARTICLE XIV - Grievance Procedure	15-17
ARTICLE XV - Professional Growth and Conditions of Employment	17-22
ARTICLE XVI - Extended Contracts	22
ARTICLE XVII - Severance Pay	22
ARTICLE XVIII - Retirement	23
ARTICLE XIX - Effect of Agreement	23
ADDENDUM – ARTICLE VI – Collective Gaining	24

# COLLECTIVE BARGAINING AGREEMENT

## ARTICLE I

### CONTRACT OF AGREEMENT

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Trustees of the Lewistown Public Schools and their successors in office, Fergus County, Montana, hereinafter designated as the Board and the Lewistown Education Association Unit of the ~~Montana Education Association~~ **Montana Federation of Public Employees (MFPE)**, hereinafter called the Association, pursuant to and in accordance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Codes Annotated, to provide the terms and conditions of employment for teachers for the duration of this agreement.

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining, concerning the terms and conditions of the professional service for teaching employees. Teaching employees for this purpose are defined as:
  - 1. Employees contracted as teachers, holding valid teacher certificates class 1, 2, 4, or 5 issued by the State of Montana, Section 20-4-206 M.C.A.
  - 2. ~~Employees contracted as supportive staff holding a valid certificate or license as required by District Job Description and/or by law. These employee positions include: a) school psychologists; b) speech clinicians.~~
- B. Unless otherwise indicated, the term teacher, when used hereinafter in this agreement, will refer to all teaching employees as defined above.

## ARTICLE III

### TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under Montana School Law.
- B. Teachers will not be required to disarm any student of an explosive device, lethal weapon, or search for explosives.
- C. The District and the Association recognize the importance of teacher involvement in the decision-making process in the Lewistown School District. In an effort to ensure that teachers have a voice, the Association shall provide a list of teacher names for any district committee that has teacher members. The Superintendent or the Association can request names.
- D. No teacher shall be reduced in rank or compensation, discharged, or otherwise deprived of any professional advantage without due process in accordance with 20-4-204, 20-4-206, and 20-4-207, MCA. ~~(See Administrators' Handbook—Employee Relations.)~~ **Nothing in this contract shall limit the Board's ability to non-renew a non-tenured teacher with or without cause.**
- E. Complaints/Concerns: When the District receives a complaint or concern, it shall be presented to the subject teacher not later than fifteen (15) working days from receipt, and the teacher shall be afforded the opportunity to respond or rebut. A Uniform Complaint Procedures Form or any other applicable form will be handled in accordance with District policy (5240 and 5240P).

F. Personnel Files:

1. No material will be placed in a teacher's personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it in writing.
2. Access to a personnel file shall be limited to the Board (as per Board Policy), the Administration, the teacher to whom the file refers, representatives of either party if necessary, and to others if the teacher gives permission.
3. Any teacher shall have the right upon request, to review the contents of his/her personnel file and to receive at Board expense a copy of any documents contained therein. An Association representative, at the teacher's request, may be present at any such review. Upon request by the teacher, the Superintendent or official designee shall sign an inventory sheet to verify contents of the personnel file at the time of the inspection by said teacher. A separate file for processed grievances, administrator notes or for any review of services shall be kept apart from the teacher's personnel file. No secret, duplicate, alternate, or other personnel file shall be kept by the Board and administration.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. FACILITIES, EQUIPMENT AND SUPPLIES: The Association shall have the privilege of using school instructional facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Space on the bulletin board in each teacher's lounge in each school shall be reserved for the exclusive use of the Association for the purpose of posting materials dealing with Association business. The Association shall have the privilege of using the interschool mail facilities and school mailboxes.

Usage as described above shall be in compliance with all applicable District Policies, State and Federal Laws. It is further understood that the Association has no right of privacy while using District Space/email systems. Political activity is strictly prohibited.

- B. MEETINGS: The Association shall have the privilege of using available school buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the School District before the time and place of such meetings. The use of school buildings by the Association shall be subject to the right of the School District to make reasonable charges for such usage.
- C. SCHOOL OPERATIONS: None of the above-mentioned usages shall disrupt school operations.
- D. DUES CHECK OFF: The School District shall deduct from the salaries of teachers such monies for the Association dues and Association PAC (~~Political Action Committee~~) contributions as said teachers individually authorize the School District to so deduct. Commencing in October and each month thereafter the School District shall deduct in equal installments, the monies that the teacher has agreed to pay the Association during the period in the individual's authorization. New authorizations, when received by the School District during the school year, will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.
1. The Association will certify to the School District the current rate of membership dues.
  2. The Association will provide names of new licensed personnel who have joined the Association. The Association will submit to the School District a form signed by the individual authorizing the deduction by the School District. This form is signed only when the individual joins the Association and will remain in effect until the individual leaves the district or cancels his or her membership.

3. The School District shall transfer all deducted monies, along with a list of the names for which deductions are made, to the Association treasurer on a monthly basis.
4. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of the School District before the end of the school year.

**E. PROFESSIONAL REPRESENTATION FEE:**

1. The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly.
2. Every teacher who is not an Association member shall, as a condition of employment, pay to the Association an amount equal to the chargeable portion of annual unified membership dues.
3. No teacher shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution and bylaws.
4. ~~Nonmembers of the Association may authorize payroll deduction of the professional representation fee in the same manner as described in Article IV.D.~~
5. Any dispute concerning the representation fee shall be solely between the affected bargaining unit employee and the Association. The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of Article IV.E of this agreement between the parties for fee deduction. The defense of any such claims, suits or other forms of liability shall be the responsibility and under the control of the Association and its attorneys. Nothing in this section, however, shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of Article IV.E through representatives of its own choosing at its own expense.

- F. FACULTY MEETINGS:** The Association will have the privilege to be placed on the agenda of faculty meetings as determined by the building principal.

## **ARTICLE V**

### **RIGHTS OF THE BOARD**

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law.
- B. The District shall retain all rights, powers, functions and authority to operate the district and manage its affairs as outlined in state law except where specifically restricted by this agreement.

## **ARTICLE VI**

### **REOPENING OF NEGOTIATIONS**

- A. ~~The Association, or its successor, shall notify the School District No. 1 Trustees of their desire to negotiate a new agreement on or before November 1, preceding the termination date of this agreement.~~ **Either the Association or the Board may notify the other party of the desire to open negotiations regarding the collective bargaining agreement. The contract will be automatically reopened on or before November 1<sup>st</sup>, preceding the termination date of the current negotiated agreement.**
- B. In the event the Association or ~~its successor~~ **the Board** request negotiation of a new agreement, the Association and the Board of Trustees agree to initiate negotiations on or before December 15, preceding the termination of this agreement.

- C. Either team desiring a special meeting shall make the request known to the Superintendent. The Superintendent will confer with both chairpersons to assign a time, date and place of mutual agreement.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by LEA and Board of Trustees.

## **ARTICLE VII**

### **LEAVES**

#### **A. PROFESSIONAL LEAVE:**

- 1. Temporary leave at full salary may be provided each teacher for visitation to other schools, attendance at education conferences, serving on committees, serving duties of professionally elected offices, and attendance at professional association conferences, conventions and assemblies if approved by the administration.
- 2. Temporary leave at full salary may be provided to officers or members of an association that may be identified with a subject or discipline for conventions:
  - a. In-state attendance may be allowed by consent of the Superintendent.
  - b. Out-of-state attendance must be presented to the Board of Trustees for approval.
- 3. Reasonable expenses shall be paid to the teacher(s) attending such meetings, unless such expenses are waived by mutual agreement between the teacher(s) involved and the administration. Such waivers of expenses should be in written form and signed by the involved party.
- 4. Teachers who participate during the school day in meetings, conferences, and/or assemblies whose purpose is to plan or execute negotiation proposals shall have deducted 1/187th of their annual salary per day of attendance. This does not include the ~~Montana Education Association~~ **Montana Federation of Public Employees** Annual IPD (Instruction and Professional Development) Conference.
- 5. School absences due to Delegate Assembly attendance, will result in a reduction in pay equivalent to the substitute pay rate for the participating teacher(s).

#### **6. LEA PRESIDENT WORK LEAVE**

- a. The president of the Association shall be granted not more than one day per month in order to perform the duties of the office. Such leave shall be requested at the discretion of the president; however, the president shall make an effort to take the leave subject to the availability of a substitute. Such leave shall be requested in writing in advance and shall be authorized by the Superintendent or his designee.
- b. President work leave must be used to complete the duties directly related to Association business. Such leave shall not be used for political-action related activities in accordance with state law.
- c. President work leave days may not be carried over to a new year.
- d. President work leave shall not replace other leave days already allocated to the president.

- e. The Association shall reimburse the district for the substitute wages incurred during the president work leave time.

**B. SABBATICAL LEAVE:**

1. Sabbatical leave shall be granted for a purpose of study only after a teacher serves seven (7) consecutive years in the Lewistown Public School system and such leave shall be subject to approval of the Board.
2. A plan of study which shall lead toward advancement in the teaching or Board-approved field shall be submitted along with an application for sabbatical leave to the Board of Trustees. Such a plan shall include a statement of the educational goal(s) or complete description and rationale to alternatives for academic training.
3. No further sabbatical leave will be granted to the same person until the person has completed seven (7) additional years of teaching in the Lewistown Public School system.
4. A teacher on approved sabbatical leave shall be paid a \$3,000.00 stipend payable in ten (10) equal installments of \$300.00 per month. Such payments will be made during the months of September through June of the fiscal year in which sabbatical leave is taken. Prior to the receipt of any portion of the stipend, the teacher shall sign a promissory note for \$3,000.00. Should the teacher discontinue the established plan of study during the sabbatical leave period, the amount paid to that point should become due and payable to School District No. 1. Teachers completing the conditions of the approved application for sabbatical leave and one full school year of teaching in the District following the sabbatical leave shall have their obligation for payment of the promissory note canceled. The Board must approve any deviation from the above procedure.
5. A teacher on sabbatical leave may not accept employment that interferes with his/her study without loss of the stipend or any other benefits provided by the District during the period of leave.
6. The time during which a teacher is on leave of absence shall not be counted as experience for the purpose of advancement on the salary schedule.
7. Application letters for sabbatical leave are to be sent to the District administration office.

**C. EXTENDED LEAVE:**

Extended leave of absence without salary shall be provided for such reasons as family illness, involuntary military service, and maternity and may be provided for education and full-time office. At the discretion of the Board, teachers may receive up to full compensation by the District during an approved leave of absence to participate in an exchange-teaching program. Requests shall be made in writing, stating the desired length of time of the leave.

The teaching employee shall be informed in writing as to the action taken by the Board of Trustees on the request for the leave. Failure to comply with the conditions and terms of the agreement of the two (2) parties by the teacher may be grounds for dismissal.

1. Family Illness:
  - a. Family illness shall apply to a teaching employee and spouse and their grandparent, father, mother, sister, brother, daughter, son, and grandchild.
  - b. When a teaching employee becomes ill or injured whereby the period of convalescing is longer than the accumulated sick leave, said employee may apply for an extended leave of absence.
2. Education: Upon approval of the Board, an extended leave of absence may be granted to obtain additional education, participate in an exchange teaching program, travel, or participate in work programs related to professional responsibilities.

3. Campaign for/or Election to Public Office: Leave may be given for the length of time necessary for the campaign or term of the public office, not to exceed one (1) full year.

4. Military Service:

An employee required to perform active military service, either as a member of the Montana National Guard or a member of a reserve component of the military forces of the United States, shall be entitled to all rights and privileges granted to them by state or federal law.

5. Length of Leave of Absence:

- a. A leave of absence may be granted for a maximum period of one (1) school year.
- b. A leave of absence may not be extended to endure for a period to exceed one (1) school year except in case of military service.

6. Effective and Termination Dates:

- a. A leave of absence may become effective only at the end of a quarter or at the end of a school year.
- b. Upon the recommendation of the Superintendent and the approval of the Board of Trustees, a leave of absence may become effective on a date other than the close of business on the last day of a quarter, or be terminated on a date other than the close of business on the last day of a quarter.

7. Return to Position after Leave of Absence:

- a. A teaching employee who does not report for duty at the expiration of his/her leave of absence, and who does not resign, shall be dismissed from service.
- b. A teaching employee returning from leave of absence shall be entitled to a position, at approximately the same grade level and approximately the same subject field, which he/she held at the time of his/her request for leave. Credit for salary increments for the period of absence will be granted in cases of leave of ninety-four (94) school days or less.
- c. A teaching employee returning from a leave of absence, due to illness, shall submit a report of physical examination by a licensed physician in the field of the illness. Said report must attest to the physical ability of the teacher to fulfill his/her duties.

- D. BUSINESS LEAVE: Two (2) days of business leave per school year shall be authorized for each teaching employee by the principal subject to availability of a substitute and advance notice of need for this leave. One (1) day of substitute's pay will be deducted from the teaching employee's salary for each day of authorized use of business leave.

- E. DISCRETIONARY LEAVE:

1. A teaching employee shall be granted eight (8) discretionary days and two (2) annual sick leave days each year. Discretionary leave may be used for an illness (either employee's own or dependent's medical appointment or illness) or personal business.
2. Notification of intention to take leave for personal business should be submitted to the principal, who will forward the request for authorization by the Superintendent or his designee at least five (5) working days, but no less than twenty-four (24) hours before taking such leave, except in the case of an emergency.
3. When a teacher has used all eight (8) days of discretionary leave in one year, no further leaves for personal business will be granted.
4. Discretionary leave requested for personal business may be denied if more than six percent (6%) of the teaching staff is absent on personal leave at the time such leave is to be taken.

5. Requests for Discretionary Leave will be made and approved in advance based on the availability of substitutes. Requests for Discretionary Leave to be taken during the first or last two days of any semester, on a PIR day, or in extension of a scheduled day(s) off, shall be submitted to and approved in the sole discretion of the Superintendent and/or Building Administrator.
6. Discretionary leave granted for personal business shall not be granted for less than one half (1/2) day.
7. Unused discretionary days shall be allowed to accumulate to one hundred sixty (160) days per employee as sick days in their sick leave bank. When the teacher has reached the one hundred sixty (160) days as sick days in their bank, he or she will be credited with nine discretionary days for the year, but at the end of the year the teacher will only carry a balance of one hundred sixty (160) to the next year.
8. Days used for illness shall be first deducted from the two (2) annual sick leave days and then from the eight (8) annual discretionary days. Days used for illness that exceed the annual leave shall be deducted from the accrued sick leave days credited to the teacher.
9. The full amount of accumulated leave and current year discretionary/annual sick days will be available for use from the starting date of the contract.
10. Each licensed personnel may contribute one or more nonrefundable sick leave days to a common bank to be administered by the Association. Teachers who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank. The sick bank will have a ceiling of seventy-five (75) total days.

F. BEREAVEMENT AND FAMILY ILLNESS:

1. Up to five (5) days per occurrence will be granted at full salary to each teaching employee for death in the immediate family. In cases of serious illness in the immediate family, five (5) days per occurrence with full pay will be granted. Serious illness is defined as illness generally requiring hospitalization. Immediate family is defined as the employee and spouse and their grandparent, father, mother, sister, brother, daughter, son and grandchild.
2. Bereavement and Family Illness Leave may be granted to the teaching employee for illness or death of a family member outside of the definition of "immediate family." It is understood and agreed that such leave for death or illness of those outside of the employee's immediate family shall be considered separate of normal Bereavement and Family Illness Leave and shall be granted without pay. The District shall deduct 1/187th of the employee's contractual salary for each day of absence. In addition, such leave may be denied, based on the educational needs of the District. The length of such leave shall not exceed five (5) days per occurrence.

G. PARENTAL LEAVE:

Employees shall be entitled to take up to 10 consecutive working days of parental leave following the birth or adoption of a child. These paid leave days shall be counted as discretionary leave days and/or sick leave days. In the event the employee has fewer than 10 discretionary leave or sick leave days, the employee will be allowed to utilize their remaining discretionary/sick leave days and then complete the 10 consecutive days of parental leave with unpaid leave. The employee shall give the District at least 30 days' advance notice of their intent to utilize parental leave. In the event that both parents are employees of the District, the 10 consecutive working days of parental leave may be split by the parents, or one parent may utilize the entire 10 consecutive working days, at their option.

I. FAMILY/MEDICAL LEAVE ACT:

Family/Medical Leave Act leaves will run concurrently with other leaves.



## ARTICLE VIII

### INSURANCE

#### A. MEDICAL AND DENTAL INSURANCE:

1. The Board will contribute the following amounts per month from September 1, 2020 to August 31, 2021 per family toward the comprehensive major medical and dental programs in effect for during those time periods respectively. ~~The school district contribution will be based upon the health insurance plan selected by the individual employee.~~

Single	\$ 761
Two-Party	\$ 1027
Employee with Dependent	\$ 1004

Family	\$ 1171
Two Staff - No Dependent	\$ 1520
Two Staff - With Dependent	\$ 1664

The Board will contributed the following amounts per month from September 1, 2021 to August 31, 2022 per family toward the comprehensive major medical for health and dental programs in effect during those time periods respectively. ~~The school district contribution will be based upon the health insurance plan selected by the individual employee.~~

Single	\$ 818
Two-Party	\$ 1104
Employee with Dependent	\$ 1079

Family	\$1258
Two Staff - No Dependent	\$1634
Two Staff - With Dependent	\$1789

\*\*\*\*\* For the duration of this contract (2022-2026) the district will contribute up to a maximum 7% increase on insurance per year. If the insurance premium increase is below 7%, the Association and the Board has agreed to decrease the district contribution to match that percentage. The district will provide a breakdown of its contribution during the open enrollment period each year of the contract (2022-2026). ~~This dollar amount will be determined by the cost of insurance premium for each given year. In 2022-2023, the district contribution dollar amount will be calculated based off of the 2021-2022 school year contribution.~~ In subsequent school years 2023-24, 2024-25 and 2025-26, the premium will be based on the prior year's district contribution. The district contribution will be based upon the health insurance plan selected by the individual employee.

Example: If the insurance premium increase is 5% the district contribution will increase 5%, if the insurance premium increase is 10%, the district contribution will increase maximum 7% increase.

2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 2020~~2~~ to August 31, 2022~~6~~.
3. In cases where two (2) persons married to each other are employed by the District and are eligible for medical insurance coverage, one (1) employee will be considered a dependent of the other; and will be referred to as Two Staff in the list above.
4. If a teacher elects one of the District provided high deductible health insurance options that are eligible for a Health Savings Account (HSA), any unused District contributions as provided in subsections 1 above, will be deposited into a Health Savings Account associated with their insurance benefit (see Section E below).

#### B. LIFE AND DISABILITY INSURANCE:

1. The Board shall provide a group insurance policy providing a life insurance benefit of \$20,000 for each teacher and a long-term disability insurance program.
2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 2020~~22~~ to August 31, 2022~~26~~.

- C. PRORATION OF INSURANCE BENEFITS: For insurance purposes, School District contributions to all agreed upon insurance benefits will be prorated according to the following conditions:

1. The School District will pay full insurance coverage as agreed upon in the preceding paragraphs for full-time teaching employees. A full-time teaching employee is one who holds a teaching contract for ninety percent (90%) or more of the dollar amounts determined by the salary schedule of Article XV of this Agreement. The dollar amount so derived shall be exclusive of extra duty salary allowances.
  2. The School District will pay one-half (½) of the insurance coverage as agreed upon in the preceding paragraphs for half-time teaching employees. A half-time teaching employee is one who holds a teaching contract for fifty percent (50%). The School District will pay the prorated amount of insurance coverage for teaching employees who hold a teaching contract for greater than 50% to (90%) of the dollar amount determined by the salary schedule of Article XV of the Agreement. The dollar amount so derived shall be exclusive of extra duty salary allowance.
  3. The District is responsible only for payment to the appropriate insurance carrier of the amounts agreed to herein as premium contributions and not for adjustments of any claims.
- D. FLEXIBLE BENEFITS PLAN (IRS SECTION 125): The District will establish some flexible benefits plan based on Section 125 of the IRS code to pay eligible, non-reimbursable health and dependent care costs. The plan will be administered by an outside carrier based on mutually agreed upon specifications. The District will assume the start-up costs to administer the program. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.
- E. HEALTH INSURANCE SAVINGS ACCOUNT: The District will work to maintain a health insurance option to allow employees to select an HSA eligible plan. The District's plan will be administered by an outside carrier based on mutually agreed upon specifications. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.

## **ARTICLE IX**

### **WORK LOAD AND CONDITIONS**

- A. TEACHER WORK LOAD:
1. The School District Trustees will make an effort to adhere to Standards for Accreditation of Montana Schools.
  2. The length of the school year for this contract will be 187 days.
  3. Where maximum numbers within a particular building, subject area, grade level, or class period must exceed this standard, an effort will be made to distribute excess students among the teachers assigned to this level, area or class. The composition of a class will be taken into consideration by the building administrator in making such assignments.
  4. An early release shall be granted to teachers who have completed their work to the satisfaction of their respective building administrator. This early release shall allow a teacher to conclude work at 3:30 p.m. on Fridays.
- B. NON-INSTRUCTIONAL ASSISTANCE: It is agreed that the School District No. 1 Trustees will make a concerted effort to provide teacher aides in the elementary school to relieve teachers of overloads and non-instructional duties.
- C. SCHOOL CALENDAR: The District, with prior input from the Association, shall submit to said Association a copy of the proposed school calendars at least two (2) calendar weeks before its scheduled adoption by the Board. The Association may confer with the District regarding the school calendar and shall have the right to confer regarding any changes in said calendar including the effect, if any, of such change on bargaining unit members.
- D. VOLUNTARY TRANSFERS: In order to provide for diversity of experience and to enhance and broaden professional skills, the voluntary transfer of teachers shall be encouraged. Staff are encouraged to request

a voluntary transfer to any teaching position they are interested in regardless of expected openings. Transfers into positions for the ensuing school year will be available in accordance with the following:

1. The Superintendent will provide an opportunity for staff to express their desire for transfer to other positions in writing prior from the beginning of the school year until March 1 of each year. The written expressed interest to transfer to another position does not mean the staff member is guaranteed a transfer.
  - If a staff member would like their name removed from the voluntary transfer list it would be done so in writing.
  - The March 1st voluntary transfer deadline does not limit the district's ability to advertise positions and hire positions prior to that date.
2. The administration will consider the transfer requests before vacancies for the ensuing year are listed outside the District.
3. However, the District shall normally fill a vacancy that occurs during the school year with individuals other than those who already have assigned duties.
4. For the purpose of transfer and reassignment, the Elementary and High School District will be treated as the same employer and transferred teachers will retain tenure.

E. INVOLUNTARY TRANSFERS: Teaching staff shall be subject to assignment, reassignment, and/or transfer of position and duties by the Superintendent. Teachers shall be assigned at the levels and in the subjects for which their certificates are endorsed. Furthermore, teachers shall be given notice of their teaching assignments relative to grade level, building, and subject area before the beginning of the school year.

F. REDUCTION IN TEACHING STAFF:

1. Procedure: In the event the School District determines to reduce teaching staff, the provision of the Article shall apply.
  - a. Necessary staff reduction will be achieved through the following steps, in the order listed:
  - b. Normal attrition from retirement and resignation;
  - c. Non-tenured teachers;
  - d. Tenured teachers according to the seniority provision described herein;
  - e. Teachers will not be laid off during the school year in which they are employed.
2. Definitions:
  - a. Teachers: The term teachers, as used in Article IX, Section D., shall refer only to tenured teachers regularly employed at least half-time by the School District.
  - b. Qualified: Qualified means a tenured teacher who holds a valid certificate from the Montana State Department of Public Instruction to teach in a particular subject matter category and grade level and who has taught within the last ten (10) years in such subject matter category and grade level or who is currently teaching in a particular subject matter category or grade level at the time of lay off action.
  - c. Subject Matter: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
  - d. Grade level means the educational configurations K-8 and 7-12. Preschool teachers will be included in the K-8 category.
3. Seniority:

- a. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the school district including authorized leave of absences allowed by the School District pursuant to this agreement.
  - b. Probationary teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service.
  - c. In determining the list of seniority, a teacher whose employment has been legally terminated and whose employment is subsequently reinstated without interruption, shall be deemed to be in continuous service.
  - d. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by advanced training in the field being taught and the personnel evaluations. The Board shall make the decision, and such decision shall be final.
4. Seniority Categories:
- a. For the purpose of this Article, seniority shall exist for teachers in the following categories:
    - Elementary teachers with particular endorsements
    - Secondary teachers with particular endorsements
  - b. Seniority shall be recognized district-wide. There shall be no seniority except that as measured by definition herein.
  - c. Seniority lists shall be maintained separately for each of the above categories and a teacher shall appear only on the seniority list within the category of his/her present employment. Lists will be provided upon request by the Association or Administration.
5. Order of Layoff
- a. In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a ~~probationary~~ non-tenured teacher employed in the same category as the tenured teacher, provided the tenured teacher is licensed and qualified for the assignment, as defined in this Article.
  - b. If the determined reduction is not accomplished by Subsection A hereof, then the School District may place tenured teachers on layoff in order of inverse seniority within the areas of seniority category, certification and qualification as defined in this Article.
6. Recall:
- a. Address for Recall: When placed on layoff, a teacher shall maintain a current address with the School District.
  - b. Order for Recall: No new teachers shall be employed by the School District while any tenured teacher, certified and qualified as described herein is on layoff in the category and subject matter described herein. Tenured teachers shall first be recalled in inverse order in which order said teachers were placed on layoff, provided that in any case, the teachers must be licensed and qualified in the appropriate category.
  - c. Re-employment Rights: Re-employment rights shall automatically cease after one (1) calendar year from July 31 of the school year last completed.
  - d. Loss of Recall Rights: Teachers placed on layoff in accordance with this Article shall lose recall rights for any of the following reasons:
    - Teacher voluntarily resigns.

- Failure to accept re-employment within ten (10) calendar days of receipt of recall notice. If the School District is unable to effect delivery of a registered letter, return receipt requested, the District, after (5) days, shall send notice of recall by certified mail and the ten (10) day period provided herein shall commence running at the time the notice by certified mail is sent.
  - If a teacher fails to report for duty within fifteen (15) days after acceptance of recall or the first day of job assignment, whichever occurs latest.
7. Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine number of employees, the establishment and priority of programs, or the right to reduce staff.
8. Standing Committee:
- a. The Board will appoint a standing committee to make recommendations to the Board in regard to an anticipated reduction in staff. This committee will consist of the superintendent, one (1) elementary administrator, one (1) secondary administrator, one (1) Board member, ex-officio, and one (1) elementary and one (1) secondary teacher, selected by the Association.
  - b. Nothing in subsection 8. a. will restrict the Board's right to act expeditiously to reduce staff members when circumstances warrant.

## **ARTICLE X**

### **PREPARATION TIME**

Preparation time will be maintained at the present levels for elementary, junior high, and high school classroom teachers.

## **ARTICLE XI**

### **STAFF EVALUATION**

The primary goal of the District and its professional staff is to promote the personal growth of the students they serve. This common goal is supported by a personnel evaluation program that seeks to develop as competent a teaching staff as possible. Staff development is accomplished through evaluation used primarily to support the professional growth and improve the performance of teachers, and secondarily to make valid decisions related to assignments, retention, and termination.

Both the District and the Association have agreed upon the following provisions with respect to the purpose, management and implementation of Teacher Evaluation.

- A. DEFINITIONS: Each of the following definitions are used within the teacher evaluation process, but not all are required components of an individual teacher's evaluative process.
1. Informal Observation: Any non-scheduled visit or observation by the evaluator to a classroom, instructional or performance activity. This may include a post-observation conference between the evaluator and the teacher. If the evaluator has a concern with any observation, then a post-observation conference shall be scheduled and completed within two weeks.
  2. Formal Observation Process: A predetermined procedure of observation consisting of either the District's individual observation process including a post conference with a scheduled observation, or the District's system of walk-through observations by an administrator that has been prescheduled at the request of the evaluator or the teacher. The post-observation conference will occur within fifteen (15) working days of the observation or series of observations.
  3. Goal Setting Conference: This conference is held so that the evaluator and teacher can discuss teacher goals and/or objectives, methods and materials to be used during instruction.

4. Pre-observation conference: This conference is held so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the time to be observed.
  5. Post-Observation Conferences: These conferences are to provide feedback, identification of strengths and direction. The post-observation conference addressing areas of concern are to be documented by a written summary signed by the teacher and the evaluator.
  6. Peer Observation: The process of peer observation involves teachers that review instruction through classroom observation and examination of instructional methods, materials used and lesson design. The process of peer observation is considered a vital part of teacher improvement.
  7. Written Evaluation: A written summary of teacher performance based upon observations and the observation process used. The evaluation shall include all aspects of employee performance including what has been directly observed and/or what has been investigated and substantiated (see Section G below). This written summary shall be discussed with the teacher and signed by the teacher and the evaluator with a copy to the teacher and a copy to the teacher's personnel file. This evaluation discussion may also serve as the post-observation conference for the final observation.
  8. Evaluator: For evaluation purposes, each teacher will have a single administrator designated as the evaluator at any one time.
- B. Notification of Evaluation: Teachers will be advised during preschool meetings/workshops of the District's evaluation procedures. Except for substitutes, teachers joining staff after the commencement of the school year will be advised of the District's evaluation procedures by the building principal or designated evaluator.
- C. Evaluation of Non-tenure Teachers: At least two written evaluations (one each semester) shall be made for all non-tenure teachers each year. Each of these evaluations will include two classroom observations with at least one observation each semester to include the formal observation process, as defined above. The written evaluations must be submitted to the Superintendent prior to June 1 by the administration.
- D. Evaluation of Tenure Teachers: Tenured teachers will have a written evaluation and a minimum of one informal observation every year as established by the building principal.
- Additionally, every other year a tenured teacher will be scheduled to use the selected formal observation(s) process (as defined in Section A above). The written evaluation must be submitted to the Superintendent prior to June 1 by the administration.
- On a year when a tenured teacher may be assigned to use the peer observation process they will be required to observe two different teacher lessons or classrooms (unless required as per section G - Improvement of Professional Personnel) and are to share their observation with each teacher observed. As a part of the peer observation process they are to have a conference to discuss these observations with their building principal. Likewise, the written evaluation must be submitted to the Superintendent prior to June 1 by the administration.
- E. Evaluation Content: If the teacher believes the evaluation or a post-observation summary is incomplete or inaccurate, the teacher may submit any objections in writing, which shall be attached to the personnel file copy of the evaluation, provided such written objections are submitted to the Superintendent's Office within twenty working days after receipt of the evaluation by the teacher. It is management's right and responsibility to assess performance and therefore, the content of evaluations performed in accordance with the provisions of this Article are not grievable.
- F. All observations of teacher performance shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- G. Improvement of Professional Performance:

1. Should deficiencies be observed in the performance of a teacher, the evaluator shall provide the teacher with specific, reasonable, written recommendations for improvement and with definite, positive assistance including time during the school day, material resources, and/or consultant services to implement the recommendations. The plan for the improvement of professional performance shall begin as soon as practical.
2. When the teacher fails to meet the written recommendations for improvement and non-renewal is imminent, the teacher is entitled to representation.

## **ARTICLE XII**

### **OTHER EMPLOYMENT**

A teacher employee in District No. 1 shall take no other employment that interferes in any way with the job of teaching or assigned extra-curricular duties.

## **ARTICLE XIII**

### **STUDENT DISCIPLINE**

The Trustees are concerned with and committed to improving the student discipline policy and will continue to work cooperatively with the staff, students and parents to accomplish this purpose.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS:**

1. A grievance may be defined as a claim of violation, misinterpretation, ~~or inequitable application of established district policies, statutes,~~ or the terms of this negotiated agreement.
2. An aggrieved person is a person or a group of persons asserting a grievance. The Association may file a grievance only on the terms of the negotiated agreement.
3. A party in interest is a person or group of persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. Grievance arbitration shall be only on the terms of the negotiated agreement and be final and binding upon both parties.

#### **B. PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **C. PROCEDURE:**

1. Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the Association and the Board shall mutually reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
3. LEVEL ONE: A teacher with a grievance shall first discuss it with his/her principal or designated supervisor with the objective of resolving the matter informally within ten (10) school days of the occurrence of the alleged grievance. An aggrieved person has the right to be represented by the Association's designated representative at Levels One, Two, and Three. If the grievant desires the Association or other representative to represent him/her in their grievance, the grievant shall so stipulate, in writing, on the grievance submitted at Level Two.
4. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file, by registered letter, the grievance with the District Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The decision reached at Level Two shall be issued in writing to the aggrieved person if not represented by the Association or to the Association and the aggrieved person no later



than ten (10) school days following the Level Two meeting.

5. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) school days after a decision by the Superintendent or within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file by registered letter the grievance with the Board of Trustees.
6. Within ten (10) school days after receiving the grievance the Board of Trustees shall call a meeting with the aggrieved person and/or his/her representative for the purpose of resolving the grievance. Such resolution shall be in writing.
7. LEVEL FOUR: Grievance Arbitration
  - a. If the disposition of the grievance is not satisfactory, the grievance may be submitted before an impartial arbitrator. The Association shall give the Superintendent written notice of its intention to submit the issue(s) to arbitration within twenty (20) days of receipt of the Board's decision at Level Three or expiration of the time lines specified in Level Three.
  - b. Within ten (10) days after such notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or Board of Personnel Appeals by the Board Chairman and the Association President.
  - c. Within five (5) days of receipt of the list each party shall alternately strike names from the list of arbitrators. The name remaining shall be the arbitrator.
  - d. The arbitrator shall consider the grievance and have all necessary authority to render a full and effective decision that shall be final and binding upon the parties. The arbitrator cannot modify the terms of the agreement.
  - e. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

D. RIGHTS OF TEACHERS: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R. & R. committee or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS:

1. Forms for the submission and recording of formal grievances shall be readily available to all teachers through the Association. The decisions and appeals through all levels of the grievance procedure shall be recorded on these forms.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. No meetings or hearings at Levels One and Two, under this grievance procedure, shall be conducted in public. Such meetings and hearings at Levels One and Two shall include only the parties in interest and their designated or selected representatives, heretofore referred to in this policy.
4. Failure by the appropriate party to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the appropriate party may appeal it to the next level. This shall not negate the obligation of either party to respond in writing at each level of this procedure. Time limits provided herein may be extended by written mutual agreement by the parties at that step.
5. Should a grievant allege the same violation of contract to any outside authority the grievance should be deemed moot.

## ARTICLE XV

### PROFESSIONAL GROWTH AND CONDITIONS OF EMPLOYMENT

- A. The salary schedule will not reduce the salary for any teacher in the system below the salary being paid to the teacher at the time of the adoption of this schedule.
- B. The salary increments in the schedule represent increases that the teacher who demonstrates professional growth and development commensurate with his/her years of experience and training may expect.
- C. On or before September 1 of each year, the teacher shall provide written notice of credits earned to the Clerk of the School District. An official transcript must be received in the Clerk's office within sixty (60) calendar days after the teacher begins to perform his/her services.
- D. ADDITIONAL EDUCATION
1. POST-BACHELOR TRAINING: Additional training, up to the BA+30 level, will be recognized only if obtained in the candidates teaching field or Board approved field, if granted by an accredited college or university and submitted to the Superintendent. Teachers are strongly suggested to obtain written pre-approval from the Superintendent prior to taking specific additional course work or training for advancement purposes. A teacher who takes additional training or course work without obtaining pre-approval takes said course work at his or her own risk without guarantee of salary advancement. A teacher will be granted a hearing by the Board if another field is desired. This section applies only to credits earned after June 1, 1995.
  2. MASTER'S DEGREE: Training toward master's degree status will be recognized on the salary schedule only if obtained in the candidate's teaching field or Board-approved field and must be part of a university or college-approved planned master's degree program and submitted to the Superintendent by September 1. A teacher will be granted a hearing by the Board if another field is desired.
  3. POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree will be recognized only if obtained in the candidate's teaching field or Board-approved field and if granted by an accredited college or university. A teacher will be granted a hearing by the Board if another field is desired.
- E. All licensed personnel must earn sixty (60) renewal units every five (5) year renewal period. Class 2 and 4 certificate holders must earn at least forty (40) renewal units through college credit. Class one (1) and three (3) certificate holders may earn sixty (60) renewal units with or without college credit.
- Renewal units may be earned as follows:
- One renewal unit may be earned through one (1) hour of attendance at an approved professional development opportunity.
  - Two (2) renewal units may be earned through a one (1) hour presentation at an approved professional development opportunity.
  - Ten (10) renewal units may be earned with one (1) quarter college credit; fifteen (15) renewal units with one (1) semester college credit.
  - Renewal units must be earned and reported to the Office of Public Instruction and District Administration in five (5) unit amounts.
- F. Arrangements are to be made with the Superintendent and approved by the Board for credit to be given for travel and certain in-service programs. Allowance of credit is to be based upon classroom utilization and benefit to the children of School District #1.
- G. **Previous Experience**: Teachers will be given credit on the salary schedule for up to ~~nine (9)~~ **five (5)** years teaching experience (~~step 9~~ **Step 5** in the schedule below) in any school district accredited by a recognized accrediting agency.

- H. Should the teacher fail to meet the requirement as set forth in this Article, the salary increment for the ensuing year shall be withheld and no further increment shall be given until the requirement has been met.
- I. Should the salary increment be withheld for failure to meet the requirements, when the requirements are met, further progress on the salary schedule shall begin where increments were withheld and continue at the rate of one (1) step per year.
- J. As stated in an individual teacher's contract the district reserves the right to impose liquidated damages for the teacher being released.

NOTE: Maximum salary shall be interpreted to mean the last salary step in each preparation column as adopted for School District No. 1.

**LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
PROPOSED JULY 1, 2022 - JUNE 30, 2023**

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
*0	\$35,269	\$36,486	\$37,731	\$38,341	\$38,948	\$40,193	\$41,409	\$42,623
1	\$36,701	\$38,059	\$39,413	\$40,094	\$40,771	\$42,125	\$43,483	\$44,806
2	\$38,133	\$39,632	\$41,095	\$41,847	\$42,594	\$44,058	\$45,557	\$46,989
3	\$39,565	\$41,205	\$42,778	\$43,600	\$44,418	\$45,991	\$47,631	\$49,172
4	\$40,997	\$42,778	\$44,460	\$45,352	\$46,241	\$47,924	\$49,705	\$51,355
***5	\$42,429	\$44,351	\$46,142	\$47,105	\$48,065	\$49,856	\$51,778	\$53,538
6	\$43,861	\$45,924	\$47,825	\$48,858	\$49,888	\$51,789	\$53,852	\$55,721
7	\$45,292	\$47,497	\$49,507	\$50,611	\$51,711	\$53,722	\$55,926	\$57,905
8	\$46,724	\$49,070	\$51,189	\$52,364	\$53,535	\$55,654	\$58,000	\$60,088
9	\$48,156	\$50,643	\$52,872	\$54,117	\$55,358	\$57,587	\$60,074	\$62,271
10	\$49,588	\$52,216	\$54,554	\$55,870	\$57,182	\$59,520	\$62,148	\$64,454
11	\$51,020	\$53,789	\$56,236	\$57,622	\$59,005	\$61,453	\$64,221	\$66,637
12	\$52,452	\$55,362	\$57,919	\$59,375	\$60,828	\$63,385	\$66,295	\$68,820

During the 2022-23 school year the new certified salary matrix will be implemented. All teachers will move one step on the 2021-2022 matrix. Those teachers on steps 5-15 on the 2021-2022 matrix will move back 3 steps on the 2022-2023 matrix. All teachers on steps 1-4 on the 2021-2022 matrix will be placed on step 1 on the 2022-2023 matrix.

Example: If a teacher is currently in step 6 for the 21-22 school year, they will gain their year of experience step to step 7 for the 22-23 school year. Then on the new matrix, the teacher will be placed on step #4.

The 2022-2023 school year is the only year this adjustment will be made, from that point forward teachers will gain one step on the matrix per one year of experience.

**LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
PROPOSED JULY 1, 2023 - JUNE 30,2024**

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
*0	\$35,269	\$36,486	\$37,731	\$38,341	\$38,948	\$40,193	\$41,409	\$42,623
1	\$36,701	\$38,059	\$39,413	\$40,094	\$40,771	\$42,125	\$43,483	\$44,806
2	\$38,133	\$39,632	\$41,095	\$41,847	\$42,594	\$44,058	\$45,557	\$46,989
3	\$39,565	\$41,205	\$42,778	\$43,600	\$44,418	\$45,991	\$47,631	\$49,172
4	\$40,997	\$42,778	\$44,460	\$45,352	\$46,241	\$47,924	\$49,705	\$51,355
***5	\$42,429	\$44,351	\$46,142	\$47,105	\$48,065	\$49,856	\$51,778	\$53,538
6	\$43,861	\$45,924	\$47,825	\$48,858	\$49,888	\$51,789	\$53,852	\$55,721
7	\$45,292	\$47,497	\$49,507	\$50,611	\$51,711	\$53,722	\$55,926	\$57,905
8	\$46,724	\$49,070	\$51,189	\$52,364	\$53,535	\$55,654	\$58,000	\$60,088
9	\$48,156	\$50,643	\$52,872	\$54,117	\$55,358	\$57,587	\$60,074	\$62,271
10	\$49,588	\$52,216	\$54,554	\$55,870	\$57,182	\$59,520	\$62,148	\$64,454
11	\$51,020	\$53,789	\$56,236	\$57,622	\$59,005	\$61,453	\$64,221	\$66,637
12	\$52,452	\$55,362	\$57,919	\$59,375	\$60,828	\$63,385	\$66,295	\$68,820
13	\$52,452	\$56,935	\$59,601	\$61,128	\$62,652	\$65,318	\$68,369	\$71,004

**LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
PROPOSED JULY 1, 2024 - JUNE 30,2025**

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
*0	\$35,622	\$36,851	\$38,108	\$38,724	\$39,337	\$40,594	\$41,823	\$43,049
1	\$37,068	\$38,439	\$39,807	\$40,495	\$41,179	\$42,547	\$43,918	\$45,254
2	\$38,514	\$40,028	\$41,506	\$42,265	\$43,020	\$44,499	\$46,013	\$47,459
3	\$39,960	\$41,617	\$43,206	\$44,036	\$44,862	\$46,451	\$48,107	\$49,664
4	\$41,407	\$43,206	\$44,905	\$45,806	\$46,704	\$48,403	\$50,202	\$51,869
***5	\$42,853	\$44,794	\$46,604	\$47,576	\$48,545	\$50,355	\$52,296	\$54,074
6	\$44,299	\$46,383	\$48,303	\$49,347	\$50,387	\$52,307	\$54,391	\$56,279
7	\$45,745	\$47,972	\$50,002	\$51,117	\$52,229	\$54,259	\$56,485	\$58,484
8	\$47,192	\$49,560	\$51,701	\$52,888	\$54,070	\$56,211	\$58,580	\$60,689
9	\$48,638	\$51,149	\$53,400	\$54,658	\$55,912	\$58,163	\$60,674	\$62,894
10	\$50,084	\$52,738	\$55,100	\$56,428	\$57,753	\$60,115	\$62,769	\$65,099
11	\$51,530	\$54,327	\$56,799	\$58,199	\$59,595	\$62,067	\$64,864	\$67,304
12	\$52,977	\$55,915	\$58,498	\$59,969	\$61,437	\$64,019	\$66,958	\$69,509
13	\$52,977	\$57,504	\$60,197	\$61,740	\$63,278	\$65,971	\$69,053	\$71,714
14	\$52,977	\$57,504	\$61,896	\$63,510	\$65,120	\$67,923	\$71,147	\$73,919

**LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
PROPOSED JULY 1, 2025 - JUNE 30, 2026**

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
*0	\$35,978	\$37,219	\$38,489	\$39,112	\$39,730	\$41,000	\$42,242	\$43,479
1	\$37,439	\$38,824	\$40,205	\$40,900	\$41,590	\$42,972	\$44,357	\$45,706
2	\$38,899	\$40,428	\$41,921	\$42,688	\$43,451	\$44,944	\$46,473	\$47,933
3	\$40,360	\$42,033	\$43,638	\$44,476	\$45,311	\$46,915	\$48,588	\$50,160
4	\$41,821	\$43,638	\$45,354	\$46,264	\$47,171	\$48,887	\$50,704	\$52,387
***5	\$43,281	\$45,242	\$47,070	\$48,052	\$49,031	\$50,858	\$52,819	\$54,614
6	\$44,742	\$46,847	\$48,786	\$49,840	\$50,891	\$52,830	\$54,935	\$56,841
7	\$46,203	\$48,451	\$50,502	\$51,628	\$52,751	\$54,802	\$57,050	\$59,069
8	\$47,664	\$50,056	\$52,218	\$53,416	\$54,611	\$56,773	\$59,166	\$61,296
9	\$49,124	\$51,661	\$53,934	\$55,205	\$56,471	\$58,745	\$61,281	\$63,523
10	\$50,585	\$53,265	\$55,651	\$56,993	\$58,331	\$60,716	\$63,397	\$65,750
11	\$52,046	\$54,870	\$57,367	\$58,781	\$60,191	\$62,688	\$65,512	\$67,977
12	\$53,506	\$56,475	\$59,083	\$60,569	\$62,051	\$64,659	\$67,628	\$70,204
13	\$53,506	\$58,079	\$60,799	\$62,357	\$63,911	\$66,631	\$69,743	\$72,431
14	\$53,506	\$58,079	\$62,515	\$64,145	\$65,771	\$68,603	\$71,859	\$74,658
15	\$53,506	\$58,079	\$62,515	\$65,933	\$67,631	\$70,574	\$73,974	\$76,885

- \* 187 day Contract base
- \*\* ~~Entry Level for beginning Teacher and will remain 4 years.~~
- \*\*\* Maximum step at which a newly elected teacher may enter the Lewistown system.

1. Base salary for ~~2022-2023 is \$35,269~~ ~~2020-2021 is \$ 29,893~~; Level 4.1. Base salary for ~~2023-2024 is \$35,269~~ ~~2021-2022 is \$ 30,344~~. **Base salary for 2024-2025 is \$35,622. Base salary for 2025-2026 is \$35,978**; Level 4.1.
  2. The salary schedules shall include preparation column of M.A+ 30. Only approved credits earned after September 1, 1989, shall apply to the M.A +30column.
  3. The salary schedule shall not reduce existing salaries at any level.
  4. For teachers employed for 12 months, the salary schedules are to be increased by the factor of 1 1/9th in all items.
  5. For the purpose of these schedules, a semester shall consist of ten (10) semester hours of training in the teacher's teaching field or Board-approved field. 1 semester hour is equivalent to 1.5 quarter hours.
  6. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
  7. ~~On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service.~~ Certified employees who have attained the final step in the M.A.+30 column, shall receive one percent (1%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, two percent (2%) during the twentieth (20th) through the twenty-fourth (24th) year, three percent (3%) during the twenty-fifth (25<sup>th</sup>) through the twenty-ninth (29th) year and four percent (4%) during the thirtieth and succeeding years of service in the District. Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
  8. ~~On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service.~~ Certified employees who have attained the final step in the B.A.+30 column, shall receive one half percent (.5%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, one percent (1%) during the twentieth (20th) through the twenty-fourth (24th) year, one and a half percent (1.5%) during the twenty-fifth (25<sup>th</sup>) through the twenty-ninth (29th) year and two percent (2%) during the thirtieth and succeeding years of service in the District. . Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
  9. Any teaching employee may make a written request for a \$500 salary advance to be drawn against his/her September paychecks (\$250 will be withheld from each of the September 15<sup>th</sup> and September 30<sup>th</sup> pay periods). This written request must be made to the Payroll Office within the first three (3) working days.
- K. MOVING ALLOWANCE - A teacher who is involuntarily moved from one classroom into another will receive up to a \$200 payment, upon written request to the District. Involuntary moves are the result of decisions that have been made by the school district.
- L. CURRICULUM & ASSESSMENT - Certified employees assigned to work on curriculum development and/or assessment teams for the District shall be paid \$22.50 per hour for hours worked outside of the regular school workday, a minimum of 2 hour increments, up to a maximum of 12 hours per committee, per member.
- M. SUMMER SCHOOL - In the event that the District provides summer school, it will pay certified teachers

\$22.50 per hour to provide work outside of their regular contract.

- N. EXTRA DUTY SALARY ALLOWANCE - The following schedule shall be used to determine above salary allowances for performing extra duties. Each index is multiplied by B.A. ~~Step 4~~ **Step 0** (Beginning Salary) of the teachers' salary schedule to obtain dollar amounts. Individual coaches or advisors may be allowed to split a salary or index with annual approval of the individuals involved, the head coach, athletic director, building level administrator and Board.
1. A Zero Period class will be defined as a class consisting of no less than 45 minutes as a class students are taking for credit and/or a grade. The zero period class will be taught outside the normal six period day. This zero period class must meet the required instructional minutes to align with accreditation standards.
  2. The listed stipend will be adjusted based on the number of days the class meets. For example if the class only meet two days a week, the staff member would receive 2/5 the stipend, meeting three days a week would equal a 3/5 stipend, meeting four days a week would equal a 4/5 stipend and if the class is every day during the week the staff member would receive the full stipend.
- O. Teachers completing the National Board Certification will be eligible for a \$1,000 stipend upon completion of the program. Upon receipt of National Board Certification, the staff member must provide a copy of the Certification to the district office in order to be eligible for the stipend the first year. The stipend will then be honored yearly on the date of certification. If no new certification is provided, the stipend will be terminated upon expiration of the National Board Certification date on file. The staff member is responsible for renewing and ensuring a current certificate is on file with the district.



ATHLETIC ACTIVITY POSITIONS  
High School

<b>BASKETBALL</b>		<b>TENNIS</b>	
Head Coach	0.150	Head Coach	0.145
First Assistant	0.110	First Assistant	0.105
Assistant(s)	0.090	Assistant(s)	0.085
<b>CHEERLEADING</b>		<b>TRACK &amp; FIELD</b>	
Head Coach	0.125	Head Coach	0.145
Assistant	0.074	First Assistant	0.105
<b>CROSS COUNTRY</b>		Assistant(s)	0.085
Head Coach	0.125	<b>VOLLEYBALL</b>	
First Assistant	0.085	Head Coach	0.145
<b>GOLF</b>		First Assistant	0.105
Head Coach	0.090	Assistant(s)	0.085
First Assistant	0.055	<b>WRESTLING</b>	
<b>FOOTBALL</b>		Head Coach	0.145
Head Coach	0.145	First Assistant	0.105
First Assistant	0.105	Assistant(s)	0.085
Assistant(s)	0.085	<b>OTHER POSITIONS</b>	
<b>SOFTBALL</b>		Athletic Director	0.195
Head Coach	0.125	Football Grounds	\$700
First Assistant	0.085		

NON-ATHLETIC ACTIVITY POSITIONS  
High School

<b>MUSIC</b>		Central Montana Mentor Advisor	0.035
Instrumental Activities	0.110	Concessions Coordinator (ordering)	\$500
Jazz Band	0.040	Concessions Advisor Rate per	
Music Coordinator (K-12)	0.065	Assigned Contest	\$17.50/hour
Vocal Activities	0.070	F-Club Advisor	0.015
Select Choir	0.040	FFA Advisor	0.110
<b>SCHOOL PLAYS</b>		FCCLA Advisor	0.035
Drama Producer (per play)	0.020	Key Club Advisor	0.047
Assistant Producer (per play)	0.020	Junior Class Fundraiser	0.020
Assistant Musical (per play)	0.020	National Honor Society Advisor	0.035
<b>SPEECH &amp; DRAMA</b>		Renaissance Coordinator	0.047
Head Coach	0.110	Science Bowl Sponsor	0.035
Assistant	0.075	Science Olympiad Sponsor	0.020
<b>OTHER NON-ATHLETIC POSITIONS</b>		Ski Club Advisor	0.015
Annual Advisor	0.050	Skills USA Advisor	0.035
B.P.A. Advisor	0.035	Student Government Advisor	0.047
		Student Government Asst. Advisor	0.023

### ATHLETIC ACTIVITY POSITIONS

#### Junior High

<b>BASKETBALL</b>		<b>VOLLEYBALL</b>	
Head Coach	0.070	Head Coach	0.065
First Assistant	0.062	First Assistant	0.057
Assistant(s)	0.055	Assistant(s)	0.050
<b>CHEERLEADING</b>		<b>WRESTLING</b>	
Head Coach	0.030	Head Coach	0.065
		First Assistant	0.050
<b>CROSS COUNTRY</b>		<b>OTHER ATHLETIC ACTIVITY POSITIONS</b>	
Head Coach	0.065	Athletic Coordinator	0.105
<b>FOOTBALL</b>			
Head Coach	0.065		
First Assistant	0.057		
Assistant(s)	0.050		
<b>TRACK &amp; FIELD</b>			
Head Coach	0.065		
First Assistant	0.057		
Assistant(s)	0.050		

### NON-ATHLETIC ACTIVITY POSITIONS

#### Junior High

<b>MUSIC</b>		<b>OTHER NON-ATHLETIC POSITIONS</b>	
Instrumental Activities	0.034	Builders Club	0.015
Jazz Band	0.040	Math Counts Advisor	0.015
Vocal Activities	0.034	Photo Club	0.015
Select Choir	0.040	Ski Club Advisor	0.015
		Student Government Advisor	0.025

### ELEMENTARY ACTIVITY POSITIONS

Athletic Coordinator	0.065	Elementary Music	0.070
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### PUPIL PARTICIPATION COMPETITIVE SPORTS:

If any program or activity is changed, altered, added, or modified, so may the index change upon mutual agreement of the Superintendent and Chairperson of the Association Negotiating Team and approval by the Board.

## **ARTICLE XVI**

### **EXTENDED CONTRACTS**

The LEA will be notified when any licensed contracts will be extended prior to the contract being presented to the Board.

## **ARTICLE XVII**

### **SEVERANCE PAY**

After eight (8) consecutive **teaching** years in the District, teaching employees who terminate employment shall

be paid a lump sum payment equal to thirty percent (30%) day's salary for each day of accumulated sick leave. ~~Accumulation of sick leave for this purpose shall be considered from the date July 1, 1973.~~ Payment shall be made by September 1 of the ensuing school year. Payment shall be based on the salary at time of termination of employment. In the event of death after eight (8) years service, but before the time of retirement, this severance allowance shall be paid to the estate of the teaching employee.

## **ARTICLE XVIII**

### **RETIREMENT**

Teachers eligible for retirement from the Teachers Retirement System are encouraged to make their wishes known to the school district prior to March first (1<sup>st</sup>). Teachers must submit the Irrevocable Form to Teachers Retirement at least ninety (90) calendar days before the last day of instruction in order to have termination pay contributions to be pretax.

## **ARTICLE XIX**

### **EFFECT OF AGREEMENT**

- A. This instrument contains all provisions of agreement between the Board and the Association on negotiated matters for agreement under School Laws of Montana.
- B. Unless changed by this agreement, previously negotiated items shall remain in effect for the duration of this agreement. All provisions of this agreement shall become effective on July 1, 2020 following ratification by a majority of the members of the appropriate unit and approval by the Board and shall continue in effect until June 30, 2022.
- C. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- D. During its term, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- E. All existing District policies involving terms and conditions of employment in effect in the District at the time this agreement become effective shall remain in effect during the duration of this agreement.
- F. If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of the agreement shall be **shared electronically within thirty (30) days after both parties have ratified the agreement and will be available on the District's website.** ~~prepared at the expense of the Board within thirty (30) days after both parties have ratified the agreement. At least twenty-two (22) copies will be delivered to the Association president.~~

- G. ~~It is further understood that all School District cost items of this agreement are subject to the passage of state and/or general fund special mill levies in the Elementary School District #1 and in the High School District #1.~~

## ADDENDUM

### ARTICLE VI COLLECTIVE GAINING

- A. If the Association and the Board have mutually agreed by May of the contract year to enter into a collective gaining process with the express purpose of completing a proposed contract for a contract period following the 2019-2020 school year, this Article will replace the present Article VI, Reopening of Negotiations, Section A., B., C., and D. in their entirety for the next contract year.
- B. The collective gaining process guidelines have been established, including a contract proposal deadline of February 1.
- C. The collective gaining committee may request an extension of time to complete work on a contract proposal. The Board and the Association Executive Committee may grant any extension, especially in a legislative year.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by and LEA and Board of Trustees.
- E. If a proposed contract is not prepared within the time line or if the collective gaining committee has mutually agreed to dissolve the process, the Association shall notify the School District of their desire to return to the collective bargaining process. The Association and the Board agree to initiate negotiations within fifteen (15) days of such notification.

ATTEST:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_  
District Clerk  
School District No. 1

BY: \_\_\_\_\_  
Board Chair  
School District No. 1

BY \_\_\_\_\_  
Gaining Chair  
Lewistown Education Association

BY: \_\_\_\_\_  
President  
Lewistown Education Association

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

23

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

**ITEM TITLE:** APPROVE CLASSIFIED SALARY MATRIX FOR 2022-2023

**Requested By:** Board of Trustees    **Prepared By:** Rebekah Rhoades

**SUMMARY:**

The Board of Trustees needs to approve the attached salary matrix for the 2022-2023 Fiscal Year for the Classified Staff. This matrix reflects a 4% increase.

The First Cook/First Baker and Second Cook/Second Baker positions have been reevaluated and updated to reflect more competitive wages.

**SUGGESTED ACTION:** Approve 2022-2023 Classified Staff Salary Matrix

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

LEWISTOWN PUBLIC SCHOOLS  
FY2022-23 CLASSIFIED PAY MATRIX  
February 14, 2022

FY23 NEGOTIATED INCREASE: 4.0%

	0	1	2	3	4	5	6	7	8	9	10	11+
ADMIN SECRETARY	15.13	15.59	16.05	16.50	16.95	17.41	17.86	18.78	18.78	18.78	18.78	19.68
ADMIN SECRETARY+15	15.59	16.05	16.50	16.95	17.41	17.86	18.32	19.22	19.22	19.22	19.22	20.13
ADMIN SECRETARY+30	16.05	16.50	16.95	17.41	17.86	18.32	18.78	19.68	19.68	19.68	19.68	20.59
ADMIN SECRETARY+45	16.95	17.41	17.86	18.32	18.78	19.22	19.68	20.59	20.59	20.59	20.59	21.50
COMPUTER TECH/PAYROLL	19.11	19.68	20.26	20.83	21.40	21.98	22.55	23.70	23.70	23.70	23.70	24.84
COMPUTER TECH/PAYROLL+15	19.68	20.26	20.83	21.40	21.98	22.55	23.12	24.26	24.26	24.26	24.26	25.41
COMPUTER TECH/PAYROLL+30	20.26	20.83	21.40	21.98	22.55	23.12	23.70	24.84	24.84	24.84	24.84	25.99
COMPUTER TECH/PAYROLL+45	21.40	21.98	22.55	23.12	23.70	24.26	24.84	25.99	25.99	25.99	25.99	27.14
FIRST COOK/BAKER	14.37	14.64	14.95	15.23	15.52	15.81	16.11	16.71	16.71	16.71	16.71	17.31
FOOD SERVER/KITCHEN AIDE	11.85	12.14	12.43	12.72	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00
FOOD SERVER/KITCHEN AIDE+15	12.14	12.43	12.72	13.00	13.28	13.28	13.28	13.28	13.28	13.28	13.28	13.28
FOOD SERVER/KITCHEN AIDE+30	12.43	12.71	13.00	13.28	13.57	13.57	13.57	13.57	13.57	13.57	13.57	13.57
FOOD SERVER/KITCHEN AIDE+45	13.00	13.28	13.58	13.85	14.14	14.14	14.14	14.14	14.14	14.14	14.14	14.14
HOT LUNCH VAN	13.76	14.08	14.39	14.71	15.03	15.03	15.03	15.03	15.03	15.03	15.03	15.03
HOT LUNCH VAN+15	14.08	14.39	14.71	15.03	15.34	15.34	15.34	15.34	15.34	15.34	15.34	15.34
HOT LUNCH VAN+30	14.39	14.71	15.03	15.34	15.66	15.66	15.66	15.66	15.66	15.66	15.66	15.66
HOT LUNCH VAN+45	15.03	15.34	15.66	15.98	16.29	16.29	16.29	16.29	16.29	16.29	16.29	16.29
IMC TECH	13.78	14.18	14.58	14.98	15.39	15.77	16.18	16.18	16.18	16.18	16.18	16.18
IMC TECH+15	14.18	14.58	14.98	15.39	15.77	16.18	16.58	16.58	16.58	16.58	16.58	16.58
IMC TECH+30	14.58	14.98	15.39	15.77	16.18	16.58	16.99	16.99	16.99	16.99	16.99	16.99
IMC TECH+45	15.39	15.77	16.18	16.58	16.99	17.38	17.78	17.78	17.78	17.78	17.78	17.78
MAINT I	9.80	10.16	10.52	10.89	11.26	11.26	11.26	11.26	11.26	11.26	11.26	11.26
MAINT I+15	10.16	10.52	10.89	11.26	11.62	11.62	11.62	11.62	11.62	11.62	11.62	11.62
MAINT I+30	10.52	10.89	11.26	11.61	11.97	11.97	11.97	11.97	11.97	11.97	11.97	11.97
MAINT I+45	11.26	11.61	11.97	12.33	12.70	12.70	12.70	12.70	12.70	12.70	12.70	12.70
MAINT II	13.77	14.10	14.45	14.79	15.14	15.47	15.82	16.51	16.51	16.51	16.51	17.19
MAINT II+15	14.10	14.45	14.79	15.14	15.47	15.82	16.17	16.86	16.86	16.86	16.86	17.55
MAINT II+30	14.45	14.79	15.14	15.48	15.82	16.17	16.51	17.20	17.20	17.20	17.20	17.89
MAINT II+45	15.14	15.48	15.82	16.17	16.51	16.86	17.20	17.89	17.89	17.89	17.89	18.58
MAINT IV	14.70	15.07	15.43	15.81	16.17	16.54	16.90	17.64	17.64	17.64	17.64	18.37
MAINT IV+15	15.07	15.43	15.81	16.17	16.54	16.90	17.27	18.01	18.01	18.01	18.01	18.74
MAINT IV+30	15.43	15.81	16.17	16.54	16.90	17.27	17.64	18.37	18.37	18.37	18.37	19.11
MAINT IV+45	16.17	16.54	16.90	17.27	17.64	18.01	18.37	19.11	19.11	19.11	19.11	19.85
MAINT III	14.11	14.47	14.82	15.17	15.53	15.89	16.22	16.94	16.94	16.94	16.94	17.64
MAINT III+15	14.47	14.82	15.17	15.53	15.89	16.22	16.58	17.29	17.29	17.29	17.29	17.99
MAINT III+30	14.82	15.17	15.53	15.89	16.22	16.58	16.94	17.64	17.64	17.64	17.64	18.34
MAINT III+45	15.53	15.89	16.22	16.58	16.94	17.29	17.64	18.35	18.35	18.35	18.35	19.06
MAINT V	20.00	20.49	21.00	21.48	21.99	22.49	22.99	23.99	23.99	23.99	23.99	24.99
MAINT V+15	20.49	21.00	21.48	21.99	22.49	22.99	23.49	24.49	24.49	24.49	24.49	25.49
MAINT V+30	21.00	21.48	21.99	22.49	22.99	23.49	23.99	24.99	24.99	24.99	24.99	25.98
MAINT V+45	21.99	22.49	22.99	23.49	23.99	24.49	24.99	25.98	25.98	25.98	25.98	26.98
MECH I	17.97	18.42	18.87	19.32	20.27	21.21	21.46	21.96	21.96	21.96	21.96	22.46
MECH I+15	18.42	18.87	19.32	19.77	20.71	21.66	21.91	22.41	22.41	22.41	22.41	22.91
MECH I+30	18.87	19.32	19.77	20.22	21.16	22.11	22.36	22.86	22.86	22.86	22.86	23.35
MECH I+45	19.57	20.02	20.47	20.92	21.86	22.80	23.06	23.55	23.55	23.55	23.55	24.05
PARA EDUCATOR	11.63	11.92	12.22	12.51	12.80	13.08	13.38	13.38	13.38	13.38	13.38	13.38
PARA EDUCATOR+15	12.50	12.79	13.08	13.36	13.67	13.95	14.24	14.24	14.24	14.24	14.24	14.24
PARA EDUCATOR+30	12.87	13.16	13.44	13.74	14.03	14.32	14.61	14.61	14.61	14.61	14.61	14.61
PARA EDUCATOR+45	13.62	13.91	14.20	14.49	14.78	15.07	15.36	15.36	15.36	15.36	15.36	15.36
PARA EDUCATOR+CERT	14.37	14.64	14.95	15.23	15.52	15.81	16.11	16.11	16.11	16.11	16.11	16.11
LEAD PARA	16.12	16.64	17.15	17.67	18.18	18.70	19.22	19.22	19.22	19.22	19.22	19.22
PURCH/REC	17.02	17.52	18.03	18.55	19.05	19.57	20.08	21.10	21.10	21.10	21.10	22.12
PURCH/REC+15	17.52	18.03	18.55	19.05	19.57	20.08	20.59	21.62	21.62	21.62	21.62	22.63
PURCH/REC+30	18.03	18.55	19.05	19.57	20.08	20.59	21.10	22.12	22.12	22.12	22.12	23.14
PURCH/REC+45	19.05	19.57	20.08	20.59	21.10	21.62	22.12	23.14	23.14	23.14	23.14	24.16
SECOND COOK/BAKER	13.60	13.88	14.19	14.47	14.76	15.05	15.35	15.95	15.95	15.95	15.95	16.55
SECRETARY	13.60	14.01	14.42	14.83	15.24	15.64	16.05	16.87	16.87	16.87	16.87	17.68
SECRETARY+15	14.01	14.41	14.83	15.24	15.64	16.05	16.46	17.28	17.28	17.28	17.28	18.09
SECRETARY+30	14.41	14.83	15.24	15.64	16.05	16.46	16.87	17.68	17.68	17.68	17.68	18.50
SECRETARY+45	15.24	15.64	16.05	16.46	16.87	17.28	17.68	18.51	18.51	18.51	18.51	19.31
TRANSPORTATION	17.66	18.01	18.37	18.72	19.07	19.07	19.07	19.07	19.07	19.07	19.07	19.07
TRANSPORTATION+15	18.01	18.37	18.72	19.07	19.43	19.43	19.43	19.43	19.43	19.43	19.43	19.43
TRANSPORTATION+30	18.37	18.72	19.07	19.43	19.79	19.79	19.79	19.79	19.79	19.79	19.79	19.79
TRANSPORTATION+45	19.07	19.43	19.77	20.13	20.49	20.49	20.49	20.49	20.49	20.49	20.49	20.49
SCHOOL NURSE (RN)	21.08	21.72	22.35	22.98	23.61	24.25	24.88	24.88	24.88	24.88	24.88	24.88
SCHOOL NURSE (RN)+15	21.72	22.35	22.98	23.61	24.25	24.88	25.51	25.51	25.51	25.51	25.51	25.51
SCHOOL NURSE (RN)+30	22.35	22.98	23.61	24.25	24.88	25.51	26.14	26.14	26.14	26.14	26.14	26.14
SCHOOL NURSE (RN)+45	23.61	24.25	24.88	25.51	26.14	26.78	27.41	27.41	27.41	27.41	27.41	27.41

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

24

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

ITEM TITLE: APPROVE FIRST SEMESTER CLAIM FOR INDIVIDUAL CONTRACT BUS  
REIMBURSEMENT

Requested By: Board of Trustees    Prepared By: Rebekah Rhoades

**SUMMARY:**

The Board of Trustees needs to approve the claim for the Individual Contract Bus Reimbursement for the first semester as presented on the attachment.

**SUGGESTED ACTION:** Approve Claim for Individual Contract Bus Reimbursement

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						



**TR-5**  
**Individual Contract Reimbursement Claim**  
**1st Semester 2021-2022**

**14 Fergus**  
**0259 Fergus H S**

**08/25/2021-01/14/2022**

<b>Contract #</b>	<b>Shared</b>	<b>Family Name</b>	<b>Daily</b>		<b>Days</b>		<b>Total</b>
			<b>Rate</b>	<b>Isolation</b>	<b>Transported</b>	<b>Reimbursed</b>	<b>Reimbursement</b>
51219	False	Boogman, Zelda	1.19	No	76.0	76.0	90.44 *
52501	False	Knerr, Keith	1.40	No	80.0	80.0	112.00 *
<b>Total Individual Contract Reimbursement</b>							<b>202.44</b>

**Board Chair**

\_\_\_\_\_  
Signature



LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

25

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

ITEM TITLE: APPROVE FIRST SEMESTER ELEMENTARY AND HIGH SCHOOL CLAIMS FOR BUS REIMBURSEMENT

Requested By: Board of Trustees    Prepared By: Rebekah Rhoades

**SUMMARY:**

Attached are the first semester Elementary and High School claims for bus route reimbursement. According to state law, each yellow bus route generates a per-mile reimbursement based on the rated capacity of the bus used on the route. The money generated is used to fund home-to-school transportation in our Transportation Funds. These payments are financed 50% each by the state and county, with the county's portion financed by a permissive (i.e., unvoted) countywide levy.

The Board of Trustees needs to approve the Elementary and High School Bus Route Reimbursement Claim Forms for the first semester as presented on the attachments.

**SUGGESTED ACTION:** Approve First Semester Elementary and High School Bus Route Reimbursement Claims

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Ave	Nav	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						



# TR-6 Bus Route Reimbursement Claim 1st Semester 2021-2022

**08/25/2021-01/14/2022**

**14 Fergus  
0258 Lewistown Elem**

Route #	Miles		Rate	Driver	VIN	Days		Total
	%	Per Day				Claimed	Reimbursed	Reimbursement
1	70.00	72.0	1.57	Eveyln C. Fletcher	4DRBWTAN9MB486977	89.0	89.0	7,042.39
2	70.00	77.0	1.80	Sandra J. Mikeson	4DRBWTAN5KB275773	89.0	89.0	8,634.78
3	100.00	72.0	0.95	Stacey L. Sramek	4DRBWTAN5MB486975	89.0	89.0	6,087.60
4	70.00	59.0	1.80	Michael R. Lehner	4DRBWAAN0hb524154	89.0	89.0	6,616.26
5	70.00	42.0	1.57	Terry L. Hogg	4DRBWAAN6GB000568	89.0	89.0	4,108.06
6	70.00	62.0	1.57	Michael D. Perrine	4DRBWTAN3LB251473	89.0	89.0	6,064.28
7	70.00	83.0	0.95	Albert C. White	4DRBUAAL1FB033528	89.0	89.0	4,912.36
8	70.00	45.0	1.80	Tina C. McGowan	4DRBWAAN1EB481987	89.0	89.0	5,046.30
11A	100.00	18.0	1.36	Cindy L. Noel	4DRBWAAN9AA166953	89.0	89.0	2,178.72
<b>Total Bus Route Reimbursement</b>								<b>50,690.75</b>

**Board Chair**

\_\_\_\_\_  
Signature



**TR-6**  
**Bus Route Reimbursement Claim**  
**1st Semester 2021-2022**

**08/25/2021-01/14/2022**

**14 Fergus**  
**0259 Fergus H S**

Route #	Miles		Rate	Driver	VIN	Days		Total
	%	Per Day				Claimed	Reimbursed	Reimbursement
1	30.00	72.0	1.57	Eveyln C. Fletcher	4DRBWTAN9MB486977	89.0	89.0	3,018.17
2	30.00	77.0	1.80	Sandra J. Mikeson	4DRBWTAN5KB275773	89.0	89.0	3,700.62
4	30.00	59.0	1.80	Michael R. Lehner	4DRBWAAN0hb524154	89.0	89.0	2,835.54
5	30.00	42.0	1.57	Terry L. Hogg	4DRBWAAN6GB000568	89.0	89.0	1,760.60
6	30.00	62.0	1.57	Michael D. Perrine	4DRBWTAN3LB251473	89.0	89.0	2,598.98
7	30.00	83.0	0.95	Albert C. White	4DRBUAAL1FB033528	89.0	89.0	2,105.30
8	30.00	45.0	1.80	Tina C. McGowan	4DRBWAAN1EB481987	89.0	89.0	2,162.70
<b>Total Bus Route Reimbursement</b>								<b>18,181.91</b>

**Board Chair**

\_\_\_\_\_  
Signature

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

26

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action – Consent  
☒ Action – Indiv.

**ITEM TITLE:** APPROVE TRUSTEE RESOLUTION CALLING FOR AN ELECTION

**Requested By:** Board of Trustees    **Prepared By:** Rebekah Rhoades

**SUMMARY:**

The Board of Trustees needs to approve the Trustee Resolution Calling for an Election.

Attached for your review is the Trustee Resolution Calling for an Election, an action the Board must take by Tuesday, February 22, 2022.

**SUGGESTED ACTION:** Approve Trustee Resolution Calling for an Election

☒ **Additional Information Attached**

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

## TRUSTEE RESOLUTION CALLING FOR AN ELECTION

**BE IT RESOLVED**, the Board of Trustees for School District No. 1, Fergus County, State of Montana, will hold the Annual Regular School Election on Tuesday, the 3rd day of May, 2022, which date is not less than seventy (70) days after the passage of this resolution.

The election will be conducted by:

  x   Mail Ballot                             Poll Election

The purpose of the election is to elect two (2) trustees for a three-year term. Approval of additional levies to operate and maintain the Elementary District General Fund for FY2023 and approval of additional levies to operate and maintain the High School District General Fund for FY 2023 will also be requested. If it is later determined that any portion of the election is not required, the Board of Trustees authorizes Rebekah Rhoades, Election Administrator, to cancel that portion of the election in accordance with [13-1-304](#) and [20-3-313](#), MCA.

The Board of Trustees hereby directs the Fergus County Clerk and Recorder to appoint election judges as needed for the mail ballot election.

### **Voting Location and Address:**

The Fergus County Clerk and Recorder will administer the election. Voters must return their mail ballots to the Fergus County Courthouse by 8:00pm on May 3, 2022.

**BE IT FURTHER RESOLVED**, that the Clerk of the School District is hereby directed to notify the Fergus County Clerk and Recorder of the date of holding said election, and request him/her to close registration, notify the judges, and to prepare and furnish election materials as required by law.

No further proceedings were conducted relating to the election.

\_\_\_\_\_  
Jennifer Thompson  
Print Name of Board Chair

\_\_\_\_\_  
Signature of Board Chair

\_\_\_\_\_  
Rebekah Rhoades  
Print Name of District Clerk

\_\_\_\_\_  
Signature of District Clerk

DATED this 14<sup>th</sup> day of February, 2022.

20-20-201, MCA

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

02/14/2022

Agenda Item No.

27

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action - Consent  
☒ Action - Indiv.

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2021-2022 SCHOOL YEAR

Requested By: Board of Trustees    Prepared By: Christy Rogers

**SUMMARY:**

The Board of Trustees needs to approve the additions to the substitute list for the 2021-2022 School Year as listed below:

Substitute Teacher/Aide  
Emily Standley

**SUGGESTED ACTION:** Approve Additions to the Substitute List for the 2021-2022 School Year

☐ Additional Information Attached    Estimated cost/fund source \_\_\_\_\_

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

28

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action - Consent  
☒ Action - Indiv.

**ITEM TITLE:** APPROVE PERSONNEL REPORT

**Requested By:** Board of Trustees    **Prepared By:** Christy Rogers

**SUMMARY:**

Attached is the Personnel Report for your review.

**SUGGESTED ACTION:** Approve all items

☒ **Additional Information Attached**

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

**LEWISTOWN PUBLIC SCHOOLS  
LEWISTOWN, MONTANA**

**Monday February 14, 2022**

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
<b>FLENTIE, Suzie</b>	Head Cross Country Coach	Fergus High School	Approve appointment on schedule -- (0.125 x \$35,269.00) \$4,408.63 FALL 2022	7/1/2022	Paul Bartos	Replacing Maida Walters
<b>HAMMON, Travis</b>	Custodian	Fergus High School	Approve appointment on schedule -- MAINTENANCE II Step 0 for up to 8 hours per day for up to 94 days	2/21/2022	Jason Fry	Pending a successful background check Replacing Cameron Mowdy
<b>JOHNSON, Orin</b>	Assistant 2 Track Coach	Fergus High School	Approve appointment on schedule --(0.085 x \$35,269.00) \$2,997.87	3/14/2022	Paul Bartos	Replacing Suzie Flentie
<b>MARTINEZ, Dalice (Church)</b>	Volunteer Coach	Fergus High School	Approve appointment - Volunteer Cheer Coach	2/14/2022	Jennifer Pfau	Pending a successful background check
<b>MOLINE, Shelby</b>	Paraprofessional	Garfield Elementary School	Approve appointment on schedule -- PARA EDUCATOR Step 0 for up to 7.5 hours per day for up to 66 days	2/21/2022	Matt Lewis	Pending a successful background check New Position
<b>PARKER, Julianna</b>	Volunteer Coach	Lewistown Jr. High School	Approve appointment - Volunteer Track Coach	3/21/2022	Jeff Friesen and Paul Bartos	
<b>VANEK, Mike</b>	Assistant 1 Track Coach	Lewistown Jr. High School	Approve appointment on schedule --(0.050 x \$35,269.00) \$1,763.45 Spring 2022	3/21/2022	Jeff Friesen and Paul Bartos	Replacing Julianna Parker
<b>VINCENT, Megan</b>	Teacher	Fergus High School	Approve out-of-district travel to attend the FCCLA National Leadership Conference in San Diego, CA June 29 thru July 3, 2022	June 29 - July 3, 2022	Tim Majerus and Paul Bartos	See Attached Letter





# FERGUS HIGH SCHOOL

1001 CASINO CREEK DRIVE, LEWISTOWN, MT 59457

Phone: (406) 535-2321

Fax: (406) 535-3835

[www.lewistown.k12.mt.us](http://www.lewistown.k12.mt.us)

TIM MAJERUS, PRINCIPAL

PAUL BARTOS, ASST. PRINCIPAL/ACT. DIRECTOR

February 9, 2022

Dear School Board Members,

The Fergus FCCLA (Family, Career & Community Leaders of America) Chapter is requesting approval for out of state travel to attend the 2022 FCCLA National Leadership Conference in San Diego, CA from June 29 – July 3 to attend leadership training and professional development.

Fergus FCCLA member Ellie Fulbright (currently a junior at Fergus High School) was recently elected to serve on the Montana FCCLA State Executive Council as a State Officer from March 2022 – March 2023. As part of this state level responsibility, Ellie along with her Chapter Adviser, are asked to attend the National Leadership Conference. It is possible additional chapter members may qualify to attend pending the results of FCCLA competitions being held at the upcoming State Leadership Conference in Bozeman, Montana March 17 – 18.

We have building administration approval for this request, and we appreciate your consideration. Please do not hesitate to reach out with any questions.

Sincerely,

Megan A. Vincent

Family & Consumer Sciences (FCS) Teacher | FCCLA Chapter Adviser  
Fergus High School, Lewistown, MT  
406-535-2321 ext. 6117



**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

29

☐ Minutes/Claims    ☐ Board of Trustees    ☐ Superintendent's Report    ☐ Action - Consent  
☒ Action - Indiv.

**ITEM TITLE:** TERMINATION HEARING

**Requested By:** Board of Trustees    **Prepared By:** Thom Peck

**SUMMARY:**

The Board of Trustees will need to consider a recommendation for Termination by Superintendent Thom Peck.

**SUGGESTED ACTION:** Discussion

☒ Additional Information Attached

**NOTES:**

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

02/14/2022

**Agenda Item No.**

30

☐ Minutes/Claims    ☒ Board of Trustees    ☐ Superintendent's Report    ☐ Action - Consent  
☒ Action - Indiv.

**ITEM TITLE:** ACTION ON TERMINATION HEARING

**Requested By:** Board of Trustees    **Prepared By:** Thom Peck

**SUMMARY:**

The Board of Trustees will need to take action based on information provided during the Termination Hearing.

**SUGGESTED ACTION:** Discussion

☒ Additional Information Attached

**NOTES:**

	Motion	Second	Aye	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Birdwell						
Koterba						
Southworth						
Thompson						
Heintz						
Fulbright						

### **School District #1 Mission Statement:**

***Excellence Today, Success Tomorrow***

### **Core Values of the Lewistown Public Schools:**

1. **High Standards:** Lewistown Public Schools upholds high standards and expectations for the Board, staff and students of the district. We strive to provide challenging curriculum taught by innovative leaders in the field of education, utilizing research-based curriculum and implementing best practices.
2. **Student-Centered:** The motivation for everything we do is based upon what is right and best for the children of our community. We ensure the development, well-being and education of students through a variety of academic and extracurricular activities. We assist students in overcoming challenges and help them celebrate their successes, all as part of a plan to maximize the potential of each student.
3. **Effective and Efficient Practices:** Lewistown Public Schools is committed to effective and efficient stewardship of our resources.
4. **Accountability:** Lewistown Public Schools is accountable for all that we do from fiscal management to the performance of students, staff, administration and the Board.
5. **Community Support:** Lewistown Public Schools understands that community support is vital, earned and continually renewed through consistent dedication to quality service. We believe the key to success is found through mutual engagement of the community and the schools, effective interaction between parents, students, staff, administrators, trustees and all elements of the Lewistown Community. We value the trust the community has invested in our public schools and we strive to earn and maintain that trust.
6. **Communication:** Lewistown Public Schools values effective and open communication with parents, students, staff, trustees and the community.

PUPIL INSTRUCTION	First Semester				89 days	Second Semester				90 days
	FIRST QUARTER				DAYS	THIRD QUARTER				DAYS
	First Week	Aug 25	to	Aug 27	3	First Week	Jan 18	to	Jan 21	4
	Second Week	Aug 30	to	Sept 3	5	Second Week	Jan 24	to	Jan 28	5
	Third Week	Sept 7	to	Sept 10	4	Third Week	Jan 31	to	Feb 4	5
	Fourth Week	Sept 13	to	Sept 17	5	Fourth Week	Feb 7	to	Feb 11	5
	Fifth Week	Sept 20	to	Sept 24	5	Fifth Week	Feb 14	to	Feb 18	5
	Sixth Week	Sept 27	to	Oct 1	5	Sixth Week	Feb 21	to	Feb 24	4
	Seventh Week	Oct 4	to	Oct 8	5	Seventh Week	Feb 28	to	March 4	5
	Eighth Week	Oct 11	to	Oct 15	5	Eighth Week	March 7	to	March 11	5
	Ninth Week	Oct 18	to	Oct 20	3	Ninth Week	March 14	to	March 17	4
	Tenth Week	Oct 25	to	Oct 29	5					42
					45					
	SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
	First Week	Nov 1	to	Nov 3	3	First Week	March 21	to	March 25	5
	Second Week	Nov 8	to	Nov 12	5	Second Week	March 28	to	April 1	5
	Third Week	Nov 15	to	Nov 19	5	Third Week	April 4	to	April 8	5
	Fourth Week	Nov 22	to	Nov 24	3	Fourth Week	April 11	to	April 15	5
	Fifth Week	Nov 29	to	Dec 3	5	Fifth Week	April 19	to	April 22	4
	Sixth Week	Dec 6	to	Dec 10	5	Sixth Week	April 25	to	April 29	5
	Seventh Week	Dec 13	to	Dec 17	5	Seventh Week	May 2	to	May 6	5
	Eighth Week	Dec 20	to	Dec 22	3	Eighth Week	May 10	to	May 13	4
	Ninth Week	Jan 3	to	Jan 7	5	Ninth Week	May 16	to	May 20	5
	Tenth Week	Jan 10	to	Jan 14	5	Tenth Week	May 23	to	May 27	5
					44					48
										Total Days 179

PUPIL INSTRUCTION-RELATED DAYS (PIR)	August 16	New Staff Orientation	
	August 23-24	All Staff Orientation/PIR	2.0
	October 21-22	Staff Development Days <i>Teachers Convention</i>	2.0
	November 1-4	Parent-Teacher Conferences <i>Schedules vary by school</i> <i>No school November 4th</i>	1.5
	March 21-25	Parent-Teacher Conferences <i>Schedules vary by school</i> <i>Full school days for students</i>	.5
	May 9	PIR Day	1.0
		Floating PIR Day	1.0
			8.0

HOLIDAYS & VACATIONS	Dates Inclusive	September 6	Labor Day
		November 5	Vacation Day
		November 25-26	Thanksgiving Vacation
		Dec 23-Jan 2	Winter Break
		January 17	Vacation Day
		February 25	Vacation Day
		March 18	Vacation Day
		April 18	Easter Vacation
		May 30	Memorial Day
		July 4	Vacation Day (12-mo employees)