Lincoln Board Room

215 7th Avenue South Lewistown, Montana 59457

MONDAY, February 13, 2023

REGULAR BOARD MEETING PAGE 1

Meeting ID

meet.google.com/ccw-qomy-dip

Phone Numbers (US)+1 605-743-0395 PIN: 421 669 826#

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

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Motion to Set Agenda
- 4. Discussion Jason and Robin O'Neal, English Curriculum Book
- 5. Discussion Bond Update
- 6. Report—Student Representative
- 7. Report---LEA
- 8. Report—Committees of the Board
- 9. Calendar Items, Concerns, Correspondence

SUPERINTENDENT'S REPORT

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

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

15. Minutes of the January 9, 2023, Regular Board Meeting

APPROVAL OF CLAIMS

16. Claims

INDIVIDUAL ITEMS

- 17. Approve Awarding Fire Alarm System Bid for Jr. High School & Lewis & Clark School to Summit Fire and Security
- 18. Approve Awarding Fire Alarm System Bid for Garfield & Highland Park to Summit Fire and Security
- 19. Approve 2022-2023 MHSA Activity Agreement

=

LEWISTOWN PUBLIC SCHOOLS BOARD OF TRUSTEES

Lincoln Board Room

215 7th Avenue South Lewistown, Montana 59457

MONDAY, February 13, 2023

REGULAR BOARD MEETING PAGE 2

20.	Approve 2023-2024 MHSA List of Activities
21.	Approve First Reading of Policy 2510 - School Wellness
22.	Approve Superintendent Contract
23.	Approve Notice of Resolution of Intent to Sell/Dispose of Surplus Property
24.	Approve Revised Administrator Contract Language
25.	Approve First Semester Claim for Individual Contract Bus Reimbursement
26.	Approve First Semester Elementary & High School Claims for Bus Reimbursement
27.	Approve Trustee Resolution Calling for an Election
28.	Approve K-12 Music Curriculum
29.	Approve Additions to the Substitute List for the 2022-2023 School Year
30.	Approve Personnel Report

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.

Meeting Date	Agenda Item No.
02/13/2023	4
\square Minutes/Claims \boxtimes Board of Trustees \square Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: DISCUSSION – JASON and ROBIN O'NEAL	_
Requested By: Board of Trustees Prepared By: Thom Peck	
SUMMARY:	
Jason and Robin O'Neal will discuss their appeal to the Board on inform "Blind Your Ponies," currently part of the English Curriculum at Fergus High School	
SUGGESTED ACTION: Informational	
Additional Information Attached Estimated cost/fund source	
NOTES:	

Meeting Date	Agenda Item No.
02/13/2023	5
\square Minutes/Claims \boxtimes Board of Trustees \square Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: DISCUSSIONBOND UPDATE	
Requested By: Board of Trustees Prepared By: Thom Peck	
SUMMARY:	
Discussion will take place regarding updates and progress on the elementary	y bond.
SUGGESTED ACTION: Informational	
Additional Information Attached Estimated cost/fund source	
NOTES:	

Meeting Date	Agenda Item No.
02/13/2023	6
\square Minutes/Claims \boxtimes Board of Trustees \square Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: REPORT—STUDENT REPRESENTATIVE	
Requested By: Board of Trustees Prepared By: Julia Kunau	
SUMMARY:	
Fergus High School Student Representative to the Board of Trustees w upcoming activities at Fergus High School.	ill provide a report on
SUGGESTED ACTION: Informational	
Additional Information Attached	
NOTES:	

School Board Meeting Student Report Julia Kunau

Student Life

- Weighing GPAs
 - use 5 point scale for Advanced Placement/ Dual Credit classes so students can be competitive when applying for scholarships and college
- 4 day school week
 - o most students are opposed to this due to the possibility of increase in school day/ school year length; absences due to appointments and sports/clubs being gone early in the week mean even less school

Club Activities & Sports

- BPA
 - Competed at Regionals in Great Falls January 16
 - Gracie Howells and Julia Kunau won 1st place in Visual Design Team and Economic Research Team; Julia Kunau won 1st place in Advanced Interview Skills, Ethics and Professionalism, and Prepared Speech; Alex Naber and Isha Vanderbeek won 1st place in Website Design Team; Isha Vanderbeek won 1st place in Graphic Design Promotion and Digital Marketing Concepts
 - State Leadership Conference in Billings March 12-14
 - Fundraising events: concessions, selling Valentine's Day crush pops

FCCLA

- o Community service events: visited residents at Eagles Manor
- o Fundraising events: selling Valentine's Day cookies

FFA

- Fergus Mechanics January 28
 - Tal Brooks won 1st place for the senior division, Sam Barta received 3rd in the junior division
- Spring Districts February 7
 - Junior Meeting Conduct Team won 1st place in the senior division

• GSA

o Fundraising events: held bakesale to purchase t-shirts

Key Club

- Officers: Lauren Plagenz, Lexi Breidenbach, Julia Kunau attended Kiwanis Club luncheon to promote our club
- Fundraising events: basketball game pop shoots

• Science Olympiad

Will compete in Bozeman March 8

Spanish Club

 Fundraising events: selling chocolates to attend World Language Day held by University of Montana February 28- March 1

Speech, Drama, & Debate

- Competed at State in Sidney January 27-28
 - Jasper Fairchild received 2nd in pantomime, Jasper Fairchild and Logan Baldwin received 3rd in Dramatic Theater, Julia Kunau won 1st place in Lincoln Douglas Debate
- National Qualifiers in Bozeman February 10-11

Student Council

- o Planned Winter Spirit Week Pep Assembly
- Worked to thank counselors for Counselor Appreciation Week February 6-10
- Junior class officers are working on planning prom

• Girls Basketball & Boys Basketball

- Divisionals in Billings February 22-25
- O State in Bozeman March 8-11

Wrestling

- Competed at Divisionals in Havre February 2-4
 - 11 placed, Jett Boyce and Rebecca Birdwell won 1st place in their bracket
- State is in Billings February 10-11

Please feel free to contact me with any questions via email (kunau.julia@lewistown.k12.mt.us). Thank you so much!

Meeting Date	Agenda Item No.
02/13/2023	7
\square Minutes/Claims \boxtimes Board of Trustees \square Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: REPORT—LEWISTOWN EDUCATION ASSOCIATION (LEA)	
Requested By: <u>Board of Trustees</u> Prepared By: <u>LEA Representative</u>	
SUMMARY:	
The Lewistown Education Association (LEA) would like to update the Boactivities and happenings for their organization.	oard of Trustees on the
SUGGESTED ACTION: Informational	
Additional Information Attached Estimated cost/fund source	
NOTES:	

Meeting Date	Agenda Item No.
02/13/2023	8
☐ 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	us committees.
 Classified Salary Committee met on January 10th at 3 p.m. Activities Committee met on January 18th at 8 a.m. 	
• Calendar Committee met on January 30 and on February 9th at 3:30) p.m.
SUGGESTED ACTION: Informational	
Additional Information Attached	
NOTES:	

STANDING COMMITTEES OF THE BOARD

2022-2023 School Year

2i#	Number	Cl	Whitney	Kris	Zane	Doreen	Phil	Jeff
Committee	on Comm.	Bailey	Brady	Birdwell	Fulbright	Heintz	Koterba	Southworth
Building & Grounds	3	Х					Х	Х
Insurance Risk Committee	2		Х		Х			

OTHER COMMITTEES WITH BOARD REPRESENTATION

2022-2023 School Year

Committee	Number	CJ	Whitney	Kris	Zane	Doreen	Phil	Jeff
	on Comm.	Bailey	Brady	Birdwell	Fulbright	Heintz	Koterba	Southworth
Activities	3			Х		Х		Х
Curriculum Committees:								
Music	1				Х			
Health Insurance Program	2			Х				х
School Calendar	1				Х			
Vocational Advisory Council	1		Х					
Gaining	3		х	х	X			
Cuming								
Policy Review	3	Х				Х	Х	
Assessment	2			Х		Х		
Classified Salary/Benefit Review	2	Х						Х

Meeting Date	Agenda Item No.
02/13/2023	9
\square Minutes/Claims \boxtimes Board of Trustees \square 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 calend correspondence, future agenda items, and comments for the good of the dis-	
 MHSA Annual Meeting and Executive Board Action Great Falls College – MSU EMT Course Dual Credit Approval Let OPI Letter - Financial Literacy and Civics Education Graduation I 20 Day Plans 	
SUGGESTED ACTION:	
Additional Information Attached	
NOTES:	

Meeting Date

LEWISTOWN PUBLIC SCHOOLS Lewistown, Montana

BOARD AGENDA ITEM

Agenda Item No.

02/13/2023
☐ 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 2023.
Attached are the Terms of Office Listing and the 2023 School Election Calendar.
Board members terms of office, that are due to expire in 2023 include: Kris Birdwell, Jeff Southworth and Doreen Heintz.
SUGGESTED ACTION: Informational
Additional Information Attached
NOTES:

SCHOOL ELECTION CALENDAR 2023

Days From	Deadlines	Event	MCA
Election	Deadlines	(Special Instances Identified in Green)	Citation
No earlier than	Thursday,	Trustee candidates file for election. A Declaration of Intent and Oath of Candidacy	13-10-201
145 days, or	December 8	must be filed with district clerk (regardless of who is running the election). NO	
later than 40	through	CANDIDATE MAY APPEAR ON THE BALLOT UNLESS THE CANDIDATE MEETS THIS	20-3-305
days before	Thursday,	DEADLINE.	
	March 23		
		Candidate should be registered to vote at the time the Oath is filed.	
At least 70 days	Tuesday,	Trustees call for an election. The trustees must pass a resolution stating: 1) the	13-19-202
before	February 21	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	<u>13-19-203</u>
		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	20-9-422
		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	<u>20-20-201</u>
		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	<u>20-20-203</u>
		must also appoint three election judges per precinct.	
		 Bond Elections are subject to additional requirements (see <u>20-9-422</u>, 	
		MCA).	
		 Request for a mail ballot election 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.	
At least 67 days	Friday,	Last day to file resolutions for school election with county election administrator.	20-20-
before (within 3	February 24	To assist with the provisions of late registration, include the name and best contact	<u>201(2)(a)</u>
days of passage		number for the district's election administrator with the resolution.	
of the election			
resolution)			
At least 60 days	Friday,	Election administrator sends mail ballot election plan/timetable/sample	<u>13-19-205</u>
before	March 3	instructions 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:	
4		Mail Ballot Plan Timetable and Instructions	42.2.204
4 weeks	Monday,	Notice of close of regular registration. The county election administrator publishes	<u>13-2-301</u>
preceding the	March 6	the notice of close of regular registration for school districts at least 3 times in the 4	
close of regular		weeks preceding the close of regular registration. Contact the county election	
registration	Thursday	administrator to coordinate that publication.	20.2
Not later than	Thursday, March 30	Last day trustee candidates may withdraw from the election. Any candidate that	20-3-
5pm the day before ballot	(by 5 p.m.)	has already filed for election, but wishes to withdraw their name, may do so by sending a statement of withdrawal to the election administrator.	305(3)(a)
certification	(by 5 p.iii.)	sending a statement of withdrawar to the election administrator.	
Not later than	Thursday,	Deadline for write-in candidate for a trustee position on a school board to file	20-3-
5pm the day	March 30	Declaration of Intent (must be filed with the district clerk, regardless of who is	<u>20-3-</u> 305(2)(b)
before ballot	(by 5 p.m.)	running the election).	<u>303(2)(0)</u>
certification	(by 5 p.iii.)	Turning the election).	
No later than	Friday,	Deadline to notify election judges of appointment.	13-4-101
the 30th day	March 31	beautifie to flothly election judges of appointment.	15-4-101
before	IVIGICII 31		
שבוטופ		I	

Days From		Event	MCA
Election	Deadlines	(Special Instances Identified in Green)	Citation
Not less than 30	Friday,	Election administrator certifies ballot. The election administrator prepares the final	20-20-401
days before	March 31	ballot form, listing all candidates and propositions to be voted upon. The ballot	15 10 425
		must then be delivered to the election administrator, if other than the clerk.	<u>15-10-425</u>
		Trustees must pass a resolution stating exact levy amounts by this date for the clerk	
		to certify the ballot. This resolution must include the durational limit, if any, on the	
		levy.	
Not less than 30	Friday,	Election by Acclamation and Cancellation of Election - Notice. If the number of	20-3-313
days before	March 31	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. Send a copy to the county election administrator to aid with the provisions of late registration.	
		**A trustee election held in single-member or trustee nominating district is	
		considered a separate trustee election for declaring the election by acclamation.	
30 days before	Monday,	Close of regular voter registration. Registration forms postmarked by this date and	13-2-301
any election	April 3	received within 3 days are accepted for regular registration. Late registration must	
		be completed at the county election office.	
Not more than	Monday,	Contact your county election administrator for the absentee ballot list.	13-13-212
30 days before	April 3		
			<u>20-20-312</u>
Not more than	Monday,	Performance Testing and Certification of Voting System. The election	<u>13-17-212</u>
30 days before	April 3	administrator must publicly test and certify that the system is performing properly.	
Day after Close	Tuesday,	Start of Late Registration. Late voter registration starts and continues through	<u>13-2-304</u>
of Regular	April 4	election day. Late registration must be completed at the office of the county	
Registration		election administrator.	
Not less than 10	Thursday	Notice of election is posted. The election notice must be published in a newspaper	20-20-204
days, or more	March 23	of general circulation in the district, if available, posted in at least three public	
than 40 days	Through	places in the district AND posted on the district's website for the 10 days prior to	
before	Saturday,	the election, if the district has an active website. Notice using any other recognized	
	April 22	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 electrorate; 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.	
		If the polling place has changed from the previous school election, that	
		change must be referred to in the notice.	
		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.	
At least 20 days	Wednesday,	Absentee ballots available. The election administrator prepares ballots for	13-13-214
before	April 12	absentee voters. Remember to enclose four things in the absentee package.	
	•	• The ballot (with stubs removed);	<u>20-20-401</u>
		 Instructions for voting and returning the ballot; 	
		 A secrecy envelope, free of marks that would identify the voter; and 	
		• A self-addressed, return envelope with affirmation printed on the back.	
Not before the	Wednesday,	Mail ballots mailed. If mail ballot election is used, all ballots must be mailed on the	<u>13-19-207</u>
20 th day nor	April 12	same day (the day noted in the district's mail ballot plan), except that if an inactive	
later than the	through	elector reactivates after the ballots are mailed, the elector should be provided with	
15 th day	Monday,	or mailed a ballot. If the elector reactivates after noon on the day before election	
	April 17	day, the elector must come in on election day to receive a ballot.	

Days From	- "	Event	MCA
Election	Deadlines	(Special Instances Identified in Green)	Citation
Not more than	Saturday,	Absentee/Mail Ballot Counting Notice. Districts must publish in a newspaper of	13-15-105
10 days or less	April 22	general circulation in the county a notice indicating the method that will be used for	
than 2 days	through	counting absentee/mail ballots and the place and time that the absentee/mail	
before	Sunday,	ballots will be counted on election day. If the district publishes their notice of	
	April 30	election on the 10th day prior to the election, in a newspaper of general circulation in	
		the county, this information may be included in that notice.	
Not more than	Saturday,	Polling Location Accessibility Notice. Districts must publish in a newspaper of	<u>13-3-105</u>
10 days or less	April 22	general circulation in the county a statement of the location of the polling places	13-3-207
than 2 days	through	and whether each location is accessible or inaccessible. This notice may be	13-3-207
before	Sunday,	combined with the notice above, and with the notice of election if the notice is	
	April 30	published on the 10th day prior to the election.	
Not more than	Saturday,	Publication of Information Concerning Voting Systems. Districts shall broadcast on	<u>13-17-203</u>
10 days or less	April 22	radio or television or publish in a newspaper of general circulation in the county a	
than 2 days	through	diagram showing the voting system to be used by voters and a sample ballot	
before	Sunday,	(newspaper only), a statement of location of where the voting system to be used is	
	April 30	on public display, and instructions on how to vote. This notice may be combined	
		with the notices above, and with the notice of election if the notice is published on	
	_	the 10 th day prior to the election.	
Day before	Monday,	Deadline for absentee ballot requests. Voters who wish to vote absentee may	<u>13-13-211</u>
(by Noon)	May 1	request an absentee ballot in writing or in person until noon the day before the	13-13-214
		election.	
Day before	Monday,	Deliver certified copy of the lists of registered electors. Before the day of election,	20-20-313
	May 1	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	
Floation Dov	Tuesday	them to the election judges prior to the opening of a voting location.	Title 12
Election Day	Tuesday,	ELECTION DAY. The election administrator must prepare the polling places, printed	Title 13
	May 2	ballots, ensure election judges are present, and conduct a fair and unbiased election.	20-20-105
		election.	20-20-401
O / **		Notify election judges of the names of write-in candidates	20-20-401
		Notify election judges of the names of write-in candidates	20-20-411
No sooner than	Monday,	The first date that provisional ballots may be counted. Following the election,	13-15-107
3pm on the 6 th	May 8	unresolved provisional ballots are sealed. These ballots may not be opened until	10 10 107
day after the	, -	after 3pm on the 6 th day after election. The election judges convene, and a	
election		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.	
Following	By Friday,	Trustees canvass the votes, issue certificates of election, and publish results.	20-20-415
receipt of the	May 26	Trustees review the tally sheets compiled by the election judges to ascertain their	·
tally sheets	-	accuracy. Recounts are ordered, if necessary. If tally is complete and accurate,	<u>20-20-416</u>
from all polls		trustees issue certificates of election to successful candidates. The canvassed results	
and within 25		shall be published immediately in a newspaper that will give notice to the largest	
days after the		number of people in the district. If the election was called by acclamation the	
election		trustees should still canvass results and issues certificates of election at this time.	

Days From	Deadlines	Event	MCA
Election	Deddines	(Special Instances Identified in Green)	Citation
Within 5 days	Monday,	Deadline for filing a petition for recount. When a question submitted to a vote of	<u>13-16-201</u>
after the official	May 8	the people is decided by a margin not exceeding ¼ of 1% of the total votes cast for	
canvass	through	and against the question, a petition for recount must be filed within 5 days after the	
	Wednesday,	official canvass.	
	May 31		
Within 5 days of	Monday,	Deadline for convening the School Recount Board. When a tie vote has been	<u>13-16-204</u>
receipt of notice	May 8	certified to the election administrator or conditions have been met for filing a	20 20 420
from the	through	recount petition, the board shall convene at its usual meeting place to perform a	<u>20-20-420</u>
election	Monday,	recount. The recount must be completed within 5 days of receipt of official canvass	
administrator	June 5	or recount petition.	
Within 25 days	By Friday,	Deadline for trustees to hold organizational meeting to elect chair and appoint	20-3-321
of election	May 26	clerk.	
June 1	Thursday,	Deadline for trustees to request county election administrator to conduct school	20-20-417
	June 1	elections for next year. 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.	
Within 15 days	By Friday,	Candidate completes and files Oath of Office with the County Superintendent.	20-3-307
after receipt of	June 9	*Newly elected trustees may not be seated until the oath is filed. The issuance and	20 1 202
certificate of		the oath may be administered at the organizational meeting but must be completed	<u>20-1-202</u>
election		within 15 days of issuance.	<u>1-6-101</u>
		**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.	

NOTE:

On September 30, 2022, the MT Supreme Court ruled that the last of the four bills from the 2021 Legislative Session were unconstitutional and not to be enforced. As of now, there are no changes to late registration, issuance of a ballot to an underage elector, voter identification requirements, or prohibitions on ballot collection. As new legislation is introduced in the 2023 Legislative Session the OPI will update the election calendar to reflect any changes that may impact the May school election.

<u>1-1-307</u>, 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 ELECTION HISTORY

		ELEMENTARY								
	1997	1998	1999	2000	2001	200	2	2003	2004	2005
AMOUNT	\$268,571.05	\$169,267.06	\$165,301.94	\$27,075.62	NONE	\$29,997.63	\$46,533.25	\$15,336.91	\$31,500.00	\$98,000.00
MILLS	28.25	17.49	14.71	2.05			4.65	1.52		
FOR	560	569	497	510			786	661		
AGAINST	324	291	17	166			287	249		
PASS/FAIL	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS	PASS
MAIL/POLL	POLL	POLL	POLL	POLL			POLL	POLL		
TYPE	GF LEVY	GF LEVY	GF LEVY	GF LEVY		TECH	GF LEVY	GF LEVY	TECH	BR LEVY (10YR)

		ELEMENTARY								
	2006	2007	2008	2009	SPRING 2010	SEPTL 2010	2011	2012	2013	2014
AMOUNT	\$24,110.65	\$77,903.95	NONE	\$123,863.99	\$111,435.00	\$10,715,000.00	\$211,108.25	NONE	NONE	\$0.00
MILLS	2.09	7.23		10.88	9.48		17.49			0.00
FOR	703	689		478	958	1421	923			991
AGAINST	287	392		521	726	2143	1165			155
PASS/FAIL	PASS	PASS		FAIL	PASS	FAIL	FAIL			PASS
MAIL/POLL	POLL	POLL		POLL	POLL	MAIL	MAIL			POLL
TYPE	GF LEVY	GF LEVY		GF LEVY	GF LEVY	BOND	GF LEVY			BUS BARN LAND

		ELEMENTARY								
	20:	15	2016	2017	2018	2019	2020	2021	2021	2022
AMOUNT	\$98,000.00	\$79,449.41	\$98,000.00	\$68,606.20	NONE	\$44,638.12	\$51,646.08	NONE	\$20,400,000.00	\$56,896.87
MILLS	8.33	6.58	8.17	5.54		3.46	3.82			
FOR	1126	1157	845	966		1295	1576		1484	1112
AGAINST	1173	1146	542	703		1039	1052		1342	1193
PASS/FAIL	FAIL	PASS	PASS	PASS		PASS	PASS		PASS	FAIL
MAIL/POLL	MAIL	MAIL	POLL	POLL		MAIL	MAIL		MAIL	MAIL
TYPE	BR LEVY (10 YR)	GF LEVY	BR LEVY (10 YR)	GF LEVY		GF LEVY	GF LEVY		BOND	GF LEVY

_		HIGH SCHOOL								
	1997	1998	1999	2000	2001	200	2	2003	2004	2005
AMOUNT	\$32,867.01	\$107,066.90	\$69,582.16	NONE	NONE	\$51,165.05	\$87,613.29	\$55,318.87	\$101.00	\$98,000.00
MILLS	2.62	8.59	5.70				8.09	5.07	9.37	
FOR	696	673	517				758	641	514	
AGAINST	449	490	18				325	272	289	
PASS/FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
MAIL/POLL	POLL	POLL	POLL	POLL	POLL		POLL	POLL	POLL	
TYPE	GF LEVY	GF LEVY	GF LEVY	GF LEVY	GF LEVY	TECH	GF LEVY	GF LEVY	GF LEVY	BR LEVY (10YR)

_		HIGH SCHOOL								
	2006	2007	2008	2009	SPRING 2010	SEPTL 2010	2011	2012	2013	2014
AMOUNT	\$227,354.04	\$28,399.56	NONE	\$34,998.00	NONE	NONE	\$137,765.21	NONE	\$130,492.06	NONE
MILLS	19.93	2.44		2.85			10.58		9.68	
FOR	669	718		531			919		1486	
AGAINST	332	390		483			1201		1337	
PASS/FAIL	PASS	PASS		PASS			FAIL		PASS	
MAIL/POLL	POLL	POLL		POLL			MAIL		MAIL	
TYPE	GF LEVY	GF LEVY		GF LEVY			GF LEVY		GF LEVY	

		HIGH SCHOOL								
	2015	2016	2017	2018	2019	2020	2021	2021	2022	
AMOUNT	\$98,000.00	\$98,000.00	NONE	NONE	NONE	\$44,713.54	NONE	\$8,600,000.00	NONE	
MILLS	7.71	7.54				3.03				
FOR	1150	875				1589		1447		
AGAINST	1256	593				1168		1509		
PASS/FAIL	FAIL	PASS				PASS		FAIL		
MAIL/POLL	MAIL	POLL				MAIL		POLL		
TYPE	BR LEVY (10 YR)	BR LEVY (10 YR)				GF LEVY		BOND		

# ABSENTEE VOTERS IN ELEMENTARY DISTRICT	3571	69%
# POLL VOTERS IN THE ELEMENTARY DISTRICT	1604	31%
TOTAL # OF VOTERS IN ELEMENTARY DISTRICT	5175	
# ABSENTEE VOTERS IN THE HS DISTRICT	166	67%
# POLL VOTERS IN THE HS DISTRICT	82	33%
# OF VOTERS IN THE HS DISTRICT	248	

BOARD MEMBERS TERMS OF OFFICE

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

	Expire	Expire	Expire
	2023	2024	2025
SCHOOL DISTRICT #1		•	Phillip Koterba Whitney Brady

School District #1 Three (3) 3-Year Terms:					
	3-year term (to expire in 2026)				
	3-year term (to expire in 2026)				
	3-year term (to expire in 2026)				

Declaration of Intents Filed for Nomination of School Board Trustee:

Meeting Date	Agenda Item No.
02/13/2023	11
\square Minutes/Claims \boxtimes Board of Trustees \square 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 regarding some preliminary information regarding the 2023-2024 General well as the results of the Spring Student Enrollment Count.	
SUGGESTED ACTION: Informational	
Additional Information Attached	
NOTES:	

2023-2024 PRELIMINARY BUDGET PROJECTIONS As of 2/8/2023

ELEMENTARY

Current Year (2022-2023) Budget	\$7,018,871.96	
2023-2024 Projected Budgets	\$7,288,270.94 \$7,408,588.30	without a vote with a vote
FY23 Budget vs FY24 Budget	\$269,398.98 \$389,716.34	higher without a vote higher with a vote
FY24 Projected Expenditures	\$7,371,911.43	
<u>Preliminary</u> Budget Shortfall/Surplus	(\$83,640.49) \$36,676.87	without a vote with a vote
HIGH SCHOOL		
Current Year (2022-2023) Budget	\$3,352,482.33	
2023-2024 Projected Budgets	\$3,522,026.68 \$3,522,026.68	without a vote with a vote
2023-2024 Projected Budgets FY23 Budget vs FY24 Budget	. , ,	
	\$3,522,026.68 \$169,544.35	with a vote lower without a vote

Unknowns: Legislature, Health Insurance, Retirements/Staff Resignations, Kindergarten Enrollment, SRSA Grant, Title I Funding

Projections include: 7% Health Insurance increase for certified staff, 10% Health Insurance increase for classified staff, All Staff moved in Years of Experience, 2% increase to matrix for all Classified, 4% increase for all Classified Admin (no salary matrix), Certified salary matrix increases, Spring Enrollment

ESSER Funds Used

ESSER III - 2.5 fte (\$117,000 HS) + 1.5 fte (\$81,000 Elem) + 1.0 fte Tech (\$58,000) TOTAL ESSER: \$256,000

OTHER NOTES

Teacher Incentive Program: Elem 7 staff x \$3,472 = \$24,304

To qualify for additional quality ed payment, the teacher must be in first 3 years of teaching, the base salary must be at least 10x the quality educator payment and the base teacher pay must be at least 70% of the average teacher pay. FHS does not qualify because of 70% rule.

Additional ANB for Home School Students in Activities in FY22 will be added into FY23 budget: 4 at FHS and 3

BOARD AGENDA ITEM

Meeting Date	Agenda Item No.
02/13/2023	12
\square Minutes/Claims \boxtimes Board of Trustees \square 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 2023 was as follows:	
Elementary \$3,775.17	
<u>HS</u> \$2,534.78 Total \$6,309.95	
STIP Interest for January 2023 was not available at the time of posting.	
SUGGESTED ACTION: Informational	
Additional Information Attached	
NOTES:	

Notes:

LEWISTOWN PUBLIC SCHOOLS Lewistown, Montana

Meeting Date	Agenda Item No.
02/13/2023	13
\square Minutes/Claims \square Board of Trustees \boxtimes Superintendent's Report	Action - Consent Action - Indiv.
ITEM TITLE: REPORT—SUPERINTENDENT	
Requested By: Superintendent Prepared By: Thom Peck	
SUMMARY:	
 Student Count – see attached Principals Conference Review Additional Elementary Counselor Resolution to run an Elementary Levy, \$120,317 (\$11.39/Year on Value) High School Bond – November 2023 April Board Meeting – Move to April 17? Job Experience Interviews Fergus County Spelling Bee – February 20 at the FCPA Eastern A Band Festival @ Miles City, February 13-14 No School February 24 FHS Prom April 1 Upcoming Athletic Events: Girls & Boys Basketball Divisionals @ Billings – February 25 Girls & Boys Basketball State @ MSU-Bozeman – Missoula 	2-25
SUGGESTED ACTION: Informational	
Additional Information Attached	

25	Proj Fall 2023	06	77	87	115	68	95	115	96	101	91	86	81	76	Proj Fall 2023	899	197	367	1232
	Spring 2022	68	87	115	68	95	115	96	101	91	86	81	97	75	Spring 2022	989	192	351	1229
	Fall 2022	88	88	118	68	76	115	96	101	96	86	82	100	92	Fall 2022	691	197	356	1244
	Spring 2022	106	112	87	91	109	68	86	92	91	84	96	82	29	Spring 2022	692	183	329	1204
	Fall 2021	104	106	98	91	104	68	96	68	88	88	96	84	70	Fall 2021	929	177	338	1191
	Spring 2021	110	83	93	106	68	100	85	06	77	66	71	75	84	Spring 2021	999	167	329	1162
	Fall 2020		83	91	101	85	66	85	88	78	86	70	08	84			166	332	1150
	Spring 2020	96	95	100	96	86	06	98	82	105	72	9/	82	74	Spring 2020	661	187	304	1152
	Fall S		76	86	96	95	06	06	80	107	70	75	85	92			187	306	1155
	Spring 2019	102	68	66	92	92	06	87	105	77	78	95	92	84	Spring 2019		182	333	1166
	Fall S		95	86	06	94	93	68	106	79	92	96	80	85	_ ~		185		1185
	Spring 2018	101	105	95	06	93	88	100	62	77	92	81	87	83	Spring 2018		156	343	151
	Fall 5	96	109	95	92	94	68	101	78	77	92	81	91	85	Fall 5		155	349	08
	Spring 2017	108	76	98	68	87	66	73	77	93	87	91	88	78	Spring 2017	639	170	344	1153
	Fall 2016	109	100	98	91	87	101	74	80	93	88	95	94	78	Fall 2016	648	173	352	1173
	Spring 2016	112	85	76	85	66	80	87	66	68	103	95	83	79	Spring 2016	645	188	360	1103
	Fall 2015	111	83	95	84	86	79	83	104	87	102	76	88	81	Fall 2015	633	191	368	1192
	Spring 2015	95	95	83	94	78	79	96	82	94	62	88	80	81	Spring 2015	620	176	346	1142 enrollm
	Winter 2014	96	95	82	96	77	79	6	81	86	86	87	83	81	Winter 2014	622	179	349	1150
	Fall 2014	97	95	82	94	75	78	86	79	86	86	68	85	82	Fall 2014	619	177	354	1150 from the
	Spring 2014	101	98	95	83	74	101	80	94	103	06	87	82	73	Spring 2014	620	197	332	1149 dersteps)
	Winter 2013	66	88	76	82	73	102	82	91	103	68	98	83	73	Winter 2013	623	194	331	1148 s 12 (Kin
	Fall 2013	86	85	95	82	73	101	84	91	103	68	88	85	73	Fall 2013	618	194	335	1147 Subtracts
LEWISTOWN Enrollment History February 6, 2023	Grade	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	25	K-6	7-8	9-12	Grand Total 1147 1148 1150 1150 1142 1 Fall 2023 Projections: Subtracts 12 (Kindersteps) from the 1st Grade enrollment

Meeting Date	Agenda Item No.
02/13/2023	14
\square Minutes/Claims \boxtimes Board of Trustees \square Superintendent's Report	☐ Action - Consent ☐ Action - Indiv.
ITEM TITLE: RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO THE BOARD ON NON-AGENDA ITEMS	WISH TO ADDRESS
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:	

Meeting Date	Agenda Item No.
02/13/2023	15
$oxed{oxed}$ Minutes/Claims $oxed{oxed}$ Board of Trustees $oxed{oxed}$ 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 9, 2023, Regular Board Meeting 	
CHOCESTED ACTION. A M D	
SUGGESTED ACTION: Approve Minutes as Presented	
Additional Information Attached	
NOTES:	
Motion Second Ave Other Other	
Boara Action	
Bailey Birdwell	
Koterba Southworth	
Brady	
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 9, 2023

REGULAR BOARD MEETING

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

1. ROLL CALL

TRUSTEES PRESENT:

Kris Birdwell, Phil Koterba, Doreen Heintz, CJ Bailey, Whitney Brady, Zane Fulbright

TRUSTEES ABSENT:

Jeff Southworth

STAFF PRESENT:

Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades, Luke Brandon – LEA President, Rachael Grensten, Chris Guglielmo and others via Google Meet

OTHERS PRESENT:

Heidi Weber – KXLO Radio, Will Briggs – Lewistown News Argus, Julia Kunau – Student Representative, Justin Jenness, Shane Swandal – Hulteng and other interested parties in person and via Google Meet.

- 2. PLEDGE OF ALLEGIANCE
- 3. MOTION TO SET AGENDA Approved Unanimously (Bailey/Koterba)
- 4. Presentation Justin Jenness, School Resource Officer

Justin Jenness, Interim School Resource Officer, presented to the Board an update on the radio system being purchased by the City, which will be fully operational in 9-12 months. Consistency in the Safety Plan from school to school is being worked on and Mr. Jenness plans to pick that project up and have it completed by the end of the school year. It is the plan to fill the SRO position and have a trained individual in place by the start of the 2023-24 school year. He reported that the City supports the school in locking the front doors of the High School building for safety reasons.

5. Discussion – Bond Update

Shane Swandal, Hulteng, explained the Highland Park bid process and results. Bids for the JHS renovation came in within the budget. The bid came in low due the fire suppression system having to be pulled from the bidding. The fire suppression system will be pursued through other avenues since the project has been bid twice with no successful bids. He also provided an update on current construction on both the JHS and Lewis & Clark.

6. Presentation – K-12 Music Curriculum, Rachael Grensten

Rachael Grensten, Music Teacher, presented the process used to review the District's music curriculum and how the new curriculum was created. The actual curriculum will be brought to the February Board Meeting.

7. Report – Student Representative

Board Chair, Doreen Heintz, introduced Julia Kunau as the new Student Representative to the Board. She updated the Board on the activities and

happenings at Fergus High School.

8. Report - LEA

29

Luke Brandon, President of the Lewistown Education Association (LEA) updated the Board of Trustees on the activities and happenings for their organization.

9. Report—Committees of the Board

The Music Curriculum Committee met on Wednesday, January 4th to complete the curriculum review.

The Buildings and Grounds Committee met on Thursday, January 5th and discussed the use of ESSER funds to pay for the FHS Heat Pump replacement and Highland Park Elementary Roof replacement. Progress on the Bond was also discussed.

10. Calendar Items, Concerns, Correspondence, Etc.

Mr. Peck handed out various information to the Board as outlined below:

- OPI Letter School Safety
- OPI Letter Automatic Enrollment through Medicaid for Free/Reduced Meals
- OPI Letter Teacher Licensing Report
- 20 Day Plans

Trustee Bailey requested that Chris Guglielmo provide his perspective on how the unannounced safety drill went this Fall. He reported that they had very few issues and a great deal of progress had been made since the drill done in the Spring of 2022.

11. Report—2021-2022 Audit Report

Business Manager Rebekah Rhoades reported Paul Strom and Associates completed the audit for FY2021-2022. There were no findings to report. 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.

12. Report—Election Information

Rebekah Rhoades, Business Manager/District Clerk, provided the Board with the 2023 School Election Calendar and advised them of the Trustee seats that will be up for election in 2023 – Kris Birdwell, Jeff Southworth and Doreen Heintz.

13. Report—Budget Information

Rebekah Rhoades, Business Manager/District Clerk, provided the Board with a preliminary budget summary for the 2023-2024 school.

14. Report—Investment

Interest for December 2022 was \$2,567.31 in the Elementary and \$2,367.46 in the High School for a total of \$4,934.77. STIP Interest for the Elementary Bond was reported at \$76,205.40.

15. Report—Superintendent

Superintendent Thom Peck reported that the Calendar Committee is being determined at this time. Mr. Peck reported on the progress and response rate of the 4-day week survey put out by the 4-Day Week Committee. Winter assessments are beginning. Mr. Peck discussed the decision to cancel school the two days prior to Christmas Break. Mr. Peck updated the Board on staffing throughout the District. Legislature is meeting and requested the Board keep an eye on HB203 and HB15 at this time. Mr. Peck thanked the Transportation and Maintenance Department. Mr. Peck updated the Board on various events taking place in the District.

PUBLIC PARTICIPATION

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

There was no public participation.

ACTION ITEMS MINUTES

17. Minutes of the December 7, 2022 Special Board Meeting – Approved unanimously (Birdwell/Koterba) 29

Minutes of the December 12, 2022 Regular Board Meeting - Approved unanimously (Fulbright/Brady)

APPROVAL OF CLAIMS

18. Claims – Approved unanimously (Birdwell/Bailey)
Claims Committee for January through March 2023 will be Board Doreen Heintz,
Kris Birdwell, Whitney Brady, CJ Bailey.

INDIVIDUAL ITEMS

- 19. Approve pre-approval for ESSER purchases over \$5,000 Approved unanimously (Bailey/Brady)
- 20. Approve Highland Park Roof Bid Award to Empire Roofing Approved Unanimously (Fulbright/Bailey)
- 21. Action on Offering Retirement Incentive Fail due to lack of motion
 Luke Brandon proposed \$600/mo to be used toward medical or cash for 3yrs with a
 tiered entrance. Concerns over the ability to fill positions and losing good staff were
 discussed. The Board explained the new matrix and that the intent was to recruit, so
 offering an incentive to leave seems counterproductive to that. The possibility of
 adding the incentive to the CBA in future gaining was discussed, as the incentive
 has not been a high priority for teachers in past gaining sessions.
- 22. Approve Additions to the Substitute List for the 2022-2023 School Year Approved unanimously (Bailey/Fulbright)
- 23. Approve Personnel Report with the Addition of Mary Satterfield as a Para+CERT Step 5 for 95 days –Approved unanimously (Bailey/Fulbright)

EXECUTIVE SESSION

24. Board Chair Doreen Heintz called for an Executive Session at 8:00 p.m. to finish conduct the Superintendent's evaluation stating that the individual's right to privacy clearly exceeds the public's right to know.

ADJOURNMENT

The meeting was adjourned at 10:23 p.m at 6:00 p.m. on Monday, February 13, 20:	(Bailey). The next regular meeting will be held 23, at the Lincoln Board Room.
DOREEN HEINTZ	REBEKAH RHOADES
BOARD CHAIR	BUSINESS MANAGER/CLERK

Meeting Date		Agenda Item No.
02/13/2023		16
Minutes/Claims	☐ Board of Trustees ☐ Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: <u>CLA</u>	IMS	
Requested By: Box	ard of Trustees Prepared By: Chris Gobble	
SUMMARY:		
Approve claim	s paid through February 11, 2022, as approved by the Financ	e Committee.
	te Finance Committee for January-March 2023 include: Boar Whitney Brady, and CJ Bailey.	rd Chair, Doreen Heintz,
	NN A CILL D. A I	
SUGGESTED ACTION	ON: Approve Claims as Presented	
Additional Inform	nation Attached	
	NOTES:	
Board Action	Motion Second Aye Nay Abstain Other	
Bailey Birdwell		
Koterba		
Southworth Brady		
Heintz Fulbright	 	

Meeting Date	Agenda Item No.
02/13/2023	17
$oxed{oxed}$ Minutes/Claims $oxed{oxed}$ Board of Trustees $oxed{oxed}$ Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: APPROVE AWARDING FIRE ALARM SYSTEM BID FOR LEVAND LEWIS AND CLARK ELEMENTARY SCHOOL TO SUMMIT FIRE AND S	
Requested By: Board of Trustees Prepared By: Thom Peck	
SUMMARY:	
Approve awarding fire alarm system bid for Lewistown Jr. High Sch Elementary School to Summit Fire and Security.	ool and Lewis and Clark
SUGGESTED ACTION: Approve awarding fire alarm system bid for Lewistow Clark Elementary School to Summit Fire and Security.	n Jr. High School and Lewis and
Additional Information Attached	
NOTES:	
Motion Second Aye Nay Abstain Other	
Board Action	
Bailey Birdwell	
Koterba Southworth	
Brady Heintz	

Cushing Terrell.

Lewistown Public Schools Fire Alarm - Both

Bid Tabulations: Jannuary 31, 2023 at 11:00am

Contractor	Contractor #	Addendums Acknowledged (1) (2)	Bid Security	Base Bid \$ (1) L&C/JR High	Base Bid \$ (2) Highland/Garfield	Comments		
X5 Security	3705	yes yes	cashiers check	\$280,000.00	\$193,000.00			
High Tech Solutions	214335	yes yes	yes	\$320,875.00	\$199,838.00			
Summit Fire and Security	265415	yes yes	es yes \$267,086.00		yes \$267,086.00 \$163,0		\$163,022.00	Apparent low bid



MEMORANDUM

Date: February 8, 2023

Lewistown Public Schools

To: Attn: Jason Fry

1201 Boulder 215 7th Avenue South

Lewistown, MT 59457

From: Cushing Terrell

Award Recommendation

RE: Lewistown Public Schools – Fire Alarm Bid Lewis and Clark Elementary and Lewistown Junior

High Schools (Bid 1)

To whom it may concern.

The Lewistown Public School renovation and addition project starting immediately for the Lewis and Clark Elementary and Lewistown Junior High bid was held on January 31, 2023. The contractor that provided the school district with the lowest bid to perform the work was Summit Fire and Security. Summit Fire and Security bid for the existing building was \$12,914.00 lower than the next low bid for Bid One (1).

The project Base Bid consisted of removing and replacing the entire existing fire alarm system.

Cushing Terrell believes the submitted low bid falls well in line with current pricing. Cushing Terrell is also confident in Summit Fire and Security's ability to successfully perform the fire alarm work in accordance with the Construction Documents.

Please see attached official bid tabulation sheet.

Sinceren

Jenrisse Waters

Design Professional

Meeting Date	Agenda Item No.
02/13/2023	18
igtimes Minutes/Claims $igcap$ Board of Trustees $igcap$ Superintendent's	Report
ITEM TITLE: APPROVE AWARDING FIRE ALARM SYSTEM BID F SCHOOL AND HIGHLAND PARK ELEMENTARY SCHOOL TO SUMM	
Requested By: Board of Trustees Prepared By: Thom Pec	k
SUMMARY:	
Approve awarding fire alarm system bid for Garfield Elementary School to Summit Fire and Security.	ntary School and Highland Park
SUGGESTED ACTION: Approve awarding fire alarm system bid for C Park Elementary School to Summit Fire and Security.	Garfield Elementary School and Highland
Additional Information Attached	
NOTES:	
Motion Second Ave Ave Abstain Other	
Board Action Bailey Board Action	
Birdwell	
Koterba Southworth	
Brady	
Brady Heintz	

Cushing Terrell_®

Lewistown Public Schools Fire Alarm - Both

Bid Tabulations: Jannuary 31, 2023 at 11:00am

Contractor	Contractor #	Addendums Acknowledged (1) (2)	Bid Security	Base Bid \$ (1) L&C/JR High	Base Bid \$ (2) Highland/Garfield	Comments
X5 Security	3705	yes yes	cashiers check	\$280,000.00	\$193,000.00	
High Tech Solutions	214335	yes yes	yes	\$320,875.00	\$199,838.00	
Summit Fire and Security	265415	yes yes	yes	\$267,086.00	\$163,022.00	Apparent low bid



MEMORANDUM

Date: February 8, 2023

Lewistown Public Schools

To: Attn: Jason Fry

1201 Boulder 215 7th Avenue South

Lewistown, MT 59457

From: Cushing Terrell

RE: <u>Award Recommendation</u>

Lewistown Public Schools – Fire Alarm Bid Garfield and Highland Park Elementary (Bid 2)

To whom it may concern.

The Lewistown Public School renovation and addition project starting in the Summer of 2023 for the Garfield and Highland Park Elementary bid was held on January 31, 2023. The contractor that provided the school district with the lowest bid to perform the work was Summit Fire and Security. Summit Fire and Security bid for the existing building was \$29,978.00 lower than the next low bid for Bid One (2).

The project Base Bid consisted of removing and replacing the entire existing fire alarm system.

Cushing Terrell believes the submitted low bid falls well in line with current pricing. Cushing Terrell is also confident in Summit Fire and Security's ability to successfully perform the fire alarm work in accordance with the Construction Documents.

Please see attached official bid tabulation sheet.

Sincerely,

Jennisse Waters Design Professional

Meeting Date	Agenda Item No.
02/13/2023	19
$oxed{oxed}$ Minutes/Claims $oxed{oxed}$ Board of Trustees $oxed{oxed}$ Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: APPROVE 2022 -2023 MHSA ACTIVITY AGREEMENT	
Requested By: Board of Trustees Prepared By: Thom Peck	
SUMMARY:	
Approve 2022 -2023 MHSA Activity Agreement	
SUGGESTED ACTION: Approve 2022 – 2023 MHSA Activity Agreement	
Additional Information Attached	
NOTES:	
Motion Second Ave Abstain Other	
Board Action Bailey Board Action	
Birdwell Koterba	
Southworth Brady	
Heintz Eulbright	



MONTANA HIGH SCHOOL ASSOCIATION

PROMOTING SUCCESS ON THE COURT, ON THE FIELD, ON STAGE
AND EVERYWHEREELSE UNDER THE BIG SKY SINCE 1921.

April 2022

TO: MHSA MEMBER SCHOOL CONTACTS

MHSA SCHOOL BUSINESS MANAGERS / DISTRICT CLERKS

FROM: MARK BECKMAN, EXECUTIVE DIRECTOR

RE: ANNUAL APPLICATION AND FEES REMITTANCE FORM FOR 2022-23

CATASTROPHIC INSURANCE REMITTANCE FORM FOR 2022-23 CONCUSSION INSURANCE REMITTANCE FORM FOR 2022-23

This email contains items which need to be addressed for the 2022-23 school year.

- A copy of the Annual Application and Fees Remittance form for the 2022-23 school year. One original copy is to be completed and returned with your remittance. Make certain that the MHSA office receives an <u>original copy</u>, signed and dated by the appropriate personnel. If an original signed copy is not received by the MHSA office, it will delay the processing of your application. The chairperson of the school board and the high school principal or superintendent must sign the annual dues application after being authorized to do so by official school board action. Please refer to the list of activities on the form when computing the amount of your remittance.

 This payment is due by July 15, 2022.
- A copy of the 2022-2023 Catastrophic Insurance form and a summary of benefits. A copy is to be completed and returned with your remittance. To determine your premium, you must use your high school's (grades 9-12) *FALL*, 2021 enrollment as reported to OPI or for private schools, your enrollment as of November 1, 2021. **This payment is due by July 15, 2022.**
- A copy of the 2022-23 Concussion Insurance form. A copy is to be completed and returned with your remittance. To determine your premium, you must use your high school's (grades 9-12) FALL, 2021 enrollment as reported to OPI or for private schools, your enrollment as of November 1, 2021. This payment is due by July 15, 2022.

Schools are required by MHSA rules to pay catastrophic and concussion insurance premiums. Annual dues and premiums are payable on or before July 15th of each year of membership. Any schools failing to pay the annual dues and premiums on or before August 1st of each year of membership shall become ineligible from that date until such dues and premiums are paid and shall be required to pay a penalty of \$50.00 (for each) in addition to the regular fees before reinstatement. [Article I, Section (2) of the MHSA By-Laws; Section 17 of the MHSA Rules and Regulations]

All these forms are also available on our website (mhsa.org).

If there are questions on any of the above referenced items, please feel free to contact the MHSA office.

Attachments

MONTANA HIGH SCHOOL ASSOCIATION 1 South Dakota Helena, MT 59601

Annual Dues Application and Fees Remittance Form

accordance interschola regulations handbook Association below direct registering activity in vassigned to Avenue, H	hereby makes application for membership in the Montana High School Association (MHSA) for the school year 2022-23 in accordance with Article 1, Section (1) of the MHSA By-Laws, and appoints the Association as its representative in interscholastic activities for the current school year. The Board of Trustees adopts and agrees to comply with the rules and regulations of the MHSA as presently contained in its official MHSA Handbook, and acknowledge receipt of a copy of such handbook in effect. It is understood that each member school is entitled to one vote on any resolution presented to the Association membership. A resolution adopted by the Board and inserted in the minutes of a meeting of the Board on the date below directs the chairperson of the Board of Trustees to remit to the Association the yearly membership fees. If the school is registering for an activity in which the school district did not participate the previous year and did not request sanctioning for this activity in writing, students will not be permitted to compete in MHSA post-season contests, other than activities which are not assigned to districts and/or divisions. (Rules and Regulations, Sections 14 and 16). Send payment to MHSA, 1 South Dakota Avenue, Helena, MT 59601. In the chart mark an "X" to the left of the activities in which your school wishes to participate.								
				GIRLS		IBINED ACTIVITIES			
	Baseba		\boxtimes	Basketball	Ø	Band			
X	Basket	ball	図	Cross Country		Chorus			
×	Cross (Country	Ø	Golf	X	Drama			
	Footba	I		Soccer		Orchestra			
风	Golf		Ø	Softball	区	Speech			
	Soccer			Swimming					
	Swimm	ing	Ø	Tennis					
X	Tennis		Ø	Track					
×	Track		Ø	Volleyball					
X	Wrestli	ng	×	Wrestling					
	<< T01	TAL BOYS		<< TOTAL GIRLS		<< TOTAL COMBINED			
TOTAL NO. OF ACTIVITIES (BOYS, GIRLS, & COMBINED) 4 @ \$250.00 = \$ 4,750 Remit this amount to the MHSA office before July 15th and include an ORIGINAL SIGNED FORM Signed/Dated: Chair / Board of Trustees Superintendent or Principal									
	For MHSA Use Only:								
		Date Received:		Amount Received:					
		Check No		Late Fee:		7			
	Total Amount Received:								

MONTANA HIGH SCHOOL ASSOCIATION
1 South Dakota Avenue

Helena, MT 59601 (406) 442-6010

LIABILITY CATASTROPHE PLAN REMITTANCE FORM

We have enclosed our remittance in the amount of \$ 625.00 based on the <u>HIGH SCHOOL</u> <u>ENROLLMENT</u> (schedule below) to cover our school's share of the Liability Catastrophe Plan insurance premium for **2022-23**.

School	FERGUS HIGH SCHOOL
Date	5/9/2022 1)
Signed	Then J. Perl

High School Enrollment (Grades 9-12) as of FALL REPORT TO OPI, 2021

Enrollment	Premium
0-40	\$206.00
41-110	\$302.00
111-200	\$381.00
201-300	\$503.00
301-400	\$625.00
401-800	\$836.00
801 +	\$1,339.00

You must use your high school enrollment per your FALL, 2021 report to OPI or for private schools, use your enrollment as of November 1, 2021.

PLEASE RETURN THIS SIGNED FORM AND YOUR PAYMENT BY JULY 15, 2022.

For MHSA Use Only
Date Received:
Premium:
Check No: Late Fee



MONTANA HIGH SCHOOL ASSOCIATION

PROMOTING SUCCESS ON THE COURT, ON THE FIELD, ON STAGE AND EVERYWHEREELSE UNDER THE BIG SKY SINCE 1921.

TO: MHSA MEMBER SCHOOL ADMINISTRATORS

FROM: MARK BECKMAN, EXECUTIVE DIRECTOR

RE: CONCUSSION INSURANCE

The MHSA, through negotiations with our insurance broker, Dissinger Reed, can continue offering concussion insurance for all MHSA athletic participants and cheerleaders at only \$1.35 per student. The coverage includes:

Maximum - \$25,000 per year

Benefit Period – 1 year

Deductible - \$0 per claim

Eligible Person – all athletes participating in MHSA sports (including cheerleading).

 Covered Activities – participating in practice or play of sports sponsored by the MHSA (including cheerleading.

• Definition of Injury: 1) Directly and independently caused by specific accidental contact with another body or object; 2) A source of loss that is sustained while the injured person is covered under the policy and while he or she is taking part in a covered activity; 3) Resulting in a concussion.

The participant's insurance would first be billed and would pay however there would be no out-of-pocket cost for the participant up to \$25,000 per covered injury. For example, if the participant's insurance had a \$3,000 deductible and none of that deductible was met, this insurance would pay the \$3,000 so there would be no out-of-pocket cost to the family. Also, all co-pays would be covered and if there were tests not covered by the primary insurance this insurance would cover all those costs. The cost per year for schools is as follows:

Enrollment	<u>Premium</u>
0-40	\$41
41-110	\$66
111-200	\$121
201-300	\$141
(301-400)	\$171
401-800	\$191
801+	\$226

Again, all MHSA athletes and cheerleaders would be covered, there is no deductible, and the maximum coverage per injury per year is \$25,000. This is a very proactive approach to dealing with the issues of concussion that are nationwide including the threats of litigation in every state. It also demonstrates that each school is being proactive in the event of litigation.

If you so desire, payment may be made along with your Membership Application and Catastrophic Insurance applications.

Attachment (remittance form)

1 South Dakota Avenue Helena, MT 59601 (406) 442-6010

CONCUSSION INSURANCE REMITTANCE FORM We have enclosed our remittance in the amount of \$ 171 based on the HIGH SCHOOL ENROLLMENT (schedule below) to cover our school's share of Concussion Insurance premium for 2022-23. School Date Signed Signed

High School Enrollment (Grades 9-12) as of FALL REPORT TO OPI, 2021

Enrollment	<u>Premium</u>
0-40	\$41.00
41-110	\$66.00
111-200	\$121.00
201-300	\$141.00
301-400	\$171.00
401-800	\$191.00
801+	\$226.00

43

You must use your high school enrollment per your FALL, 2021 report to OPI or for private schools, use your enrollment as of November 1, 2021.

PLEASE RETURN THIS <u>SIGNED</u> FORM AND YOUR PAYMENT BY JULY 15, 2022.

For MHSA Use Only
Date Received:
Premium:
Check No: Late Fee:

Meeting D	ate												Agenda Item No.
02/13/202	23												20
☑ Minutes			_			f Trus				uperintend F ACTIVITI		eport	☐ Action – Consent ☐ Action – Indiv.
Requested	l By:	Board	of '	Trus	tees	3	Pr	epar	ed By	v: <u>Thor</u>	n Peck		
SUMMARY	<u>Y</u> :												
App	orove 2	2023 -20)24	MHS	3A <i>A</i>	\ctivi	ty.	Agree	ement				
	In th	e chart	ma	rk ar	า "X	" to th	ie l	left of	the a	ctivities in wh	hich you	r schoo	I wishes to participate.
Γ		ВС	OYS	3			Γ			GIRLS		со	MBINED ACTIVITIES
0]	Baseb	all				[X	Bas	ketball		Ø	Band
5	4	Basket	tball				Ţ	XI	Cro	ss Country			Chorus
D	ব	Cross	Cou	ıntry			ţ	XI	Go	f		X	Drama
	ব	Footba	all				[Soc	ccer			Orchestra
D	ব্	Golf					J	XI_	Sof	tball		X	Speech
		Socce	r				[Sw	imming		1	
0		Swimn	ning	J			J	Ø	Ter	nnis			
D	S	Tennis	;				1	Ø	Tra	ck			
D	ব	Track					ļ	X	Vol	leyball			
D	XI.	Wrestl	ing				1	×	Wr	estling			
	4	<< TO	TAL	. во	YS				<<	TOTAL GIRL	.s		<< TOTAL COMBINED
SUGGEST	ED A	CTION	: A	ppro	ve 2	2023 -	- 2	024 N	IHSA	Activity Agr	reement		
☐ Additio	nal Ir	nforma	tio	n At	tacl	ned							
										NOTES:			
			on	pu		ain	ŗ						
D 14 4			Motion	Second	Aye Nav	Abstain	Otne						
Bailey	on						1						
Birdwell Koterba					\bot		-						
Southworth				\pm	\pm		1						
Brady Heintz				+	+		+						
Fulbright					士		1						

Meeting Date					Agenda Item No.
02/13/2023					21
⊠ Minutes/Claims	☐ Board	d of Trustees	s 🗌 Super	intendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: APPR	OVE FIR	ST READING	OF POLICY	2510 – SCHOOL WEL	LNESS
Requested By: Boar	d of Trus	tees Prep	oared By:	Thom Peck	
SUMMARY:					
Approve First R	eading of	policy 2510 –	School Wellne	ess	
	_				
SUGGESTED ACTIO	N: Appro	ve First Readi	ing of Policy 2	510 –School Wellness	
Additional Inform	ation At	tached			
			NOT	TES:	
	Motion Second	Nay Abstain Other			
.	Motion	Aye Nay Abstai Other			
Board Action Bailey	F 52	7 7 7			
Birdwell		+ + +			
Koterba					
Southworth					
Brady Heintz	+++	+ + -			
Fulbright	+++	 			

Lewistown School District

INSTRUCTION

2510 Page 1 of 3

School Wellness

The Lewistown School District is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the Lewistown School District that:

The development of the school wellness policy, at a minimum, will include:

- 1. Community Involvement. The school district will engage students, parents, teachers, food service professionals, health professionals, the School Board, school administrators, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies and procedures.
- 2. Goals for nutrition education, nutrition promotion, physical activity and other school-based activities that are designed to promote student wellness in a manner that the local education agency determines appropriate. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- 3. Implementation, Periodic Assessment, and Public Updates, including expanding the purpose of a team of collaborators beyond the development of a local wellness policy to also, include the implementation of the local wellness policy with periodic review and updates, inform and update the public every three years, at a minimum (including parents students and other in the community) about the content and implementation of the local wellness policies and to measure periodically and make available to the public an assessment of the local wellness policy, including:
 - The extent to which schools are in compliance with the local wellness policy;
 - o The extent to which the Lewistown Public Schools local wellness policy compares to model local school wellness policies; and
 - o The progress made in attaining the goals of the local wellness policy.
- The District will also measure periodically and make available to the public an assessment of the local wellness policy, including:
- 5. The extent to which schools are in compliance with the local wellness policy;
- The extent to which the LEA's local wellness policy compares to model local school wellnesspolicies; and
- 7. The progress made in attaining the goals of the local wellness policy.
 - 4. Nutrition Guidelines for all foods available on each school campus under the local education agency during the school day, with the objectives of promoting student health and nutrient-rich meals and snacks. This includes food and beverages sold in la carte sales, vending machines, and student stores; and food and beverages used for classroom rewards and fundraising efforts.

Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; will accommodate the religious, ethnic, and cultural-diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat

- 6. Guidelines for reimbursable school meals to ensure that the District offers school meal programs with menus meeting the meal patterns and nutrition standards established by the U.S. Department of Agriculture.
- 7.—A plan for measuring implantation of the local wellness policy, including designation of one or more persons with the local education agency or at each school, as appropriate, charged with operational responsibility for ensuring that each school fulfills the District's local wellness policy. To the maximum extent-practicable, all schools in our district will participate in available federal school-meal programs (including the School Breakfast Program, National School Lunch-Program [including after school snacks]).
- 8. Schools will provide nutrition education and physical education to foster lifelong habits of healthy eating and physical activity, and will establish linkages between health education and school meal programs, and with related community services.

The Superintendent or his/her designee will develop procedures based on the following five (5) areas of requirement.-

- a. Nutrition Education Goals-
- b. Physical Activity Goals-
- c. Nutrition Standards for all Foods and Beverages-
- d. Other School-Based Wellness Activities-
- e. Governance and Evaluation

Nutrition Education and Nutrition Promotion

All students K-12 shall receive nutrition education that teaches the knowledge and skills needed to adopt healthy eating behaviors and is aligned with the *Montana Health Enhancement Standards*. Nutrition education shall be integrated into the curriculum. Nutrition information and education shall be offered and promoted throughout the school campus and based on the U.S. Dietary Guidelines for Americans. Staff who provide nutrition education shall have the appropriate training, such as in health enhancement or family and consumer sciences.

Health Enhancement and Physical Activity Opportunities

The District shall offer health enhancement opportunities that include the components of a quality health enhancement program taught by a K-12 certified health enhancement specialist, if permitted by staffing levels. Health enhancement instruction shall be aligned with the *Montana Health Enhancement Standards*.

All K-12 students of the District shall have the opportunity to participate regularly in supervised, organized or unstructured, physical activities, to maintain physical fitness, and to understand the short- and long-term benefits of a physically active and healthy lifestyle.

Nutrition Standards

The District shall ensure that reimbursable school meals and the snacks meet the program requirements and nutrition standards found in federal regulations including but not limited to Smart Snacks in School Nutrition Standards. The District shall encourage students to make

nutritious food choices through accessibility, advertising and marketing efforts of healthful foods.

2510 Page 3 0f 3

The District shall monitor all food and beverages sold or served to students during the normal school day, including those available outside the federally regulated child nutrition programs (i.e., a la carte, vending, student stores, classroom rewards, fundraising efforts). The District shall consider nutrient density and portion size before permitting food and beverages to be sold or served to students. The Superintendent shall continually evaluate vending policies and contracts. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

Other School-Based Activities Designed to Promote Student Wellness

The District may implement other appropriate programs that help create a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity, such as staff wellness programs, no-food reward system and fundraising efforts.

Maintaining Student Wellness

The Superintendent shall develop and implement administrative rules consistent with this policy. Input from teachers, parents/guardians, students, school food service program, the School Board, school administrators, and the public shall be considered before implementing such rules. A sustained effort is necessary to implement and enforce this policy. The Superintendent shall measure how will this policy is on the District's programs and efforts to meet the purpose and intent of this policy.

Legal Reference	P.L. 108-265	Child Nutrition and WIC Reauthorization
		Act of 2004
	P.L. 111-296	The Healthy, Hunger-Free Kids Act of 2010

Policy History:

Adopted on: July 24, 2006 Revised on: December 12, 2016

Fulbright

LEWISTOWN PUBLIC SCHOOLS Lewistown, Montana

Meeting Date	Agenda Item No.
02/13/2023	22
	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: APPROVE SUPERINTENDENT CONTRACT	
Requested By: Board of Trustees Prepared By: Thom Peck	
SUMMARY:	
SUGGESTED ACTION: Approve Superintendent Contract	
Additional Information Attached	
NOTES:	
Board Action Bailey Birdwell Koterba Southworth	
Brady Hointg	

SUPERINTENDENT EMPLOYMENT CONTRACT LEWISTOWN SCHOOL DISTRICT

THIS AGREEMENT, is made and entered into by and between the Board of Trustees (the "Board") of Lewistown School District (the "District") and Thom Peck (the "Superintendent").

- **1.** The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as District Superintendent for the District for a term of two years one year from July 1, 2022 2023, to June 30, 2024.
- 2. Record of Authorization for Contract. This contract was approved by the Board at a properly noticed regular board meeting dated January 10, 2022. February 13, 2023. Such approval shall be reflected in the official minutes of such meeting, which shall be available for review by the public upon request.
- **Renewal.** This Contract, together with the salary agreed to herein, shall be reviewed on or before February 1 in the final year of the contract for consideration of renewal for an additional term of 1 or 2 years, at which time the Board shall make a determination to extend or not to extend the Contract. Should this Contract be renewed by the Board, the salary as stated herein shall be determined in accordance with section 8.
- **4. Duties.** The Superintendent is the chief executive officer of the District and shall perform the duties of District Superintendent for the District as prescribed in the job description and as may be assigned by the Board. The Superintendent shall comply with legal Board directives, § 20-4-402, MCA, and other applicable state and federal law, District policies as they exist or may hereafter be adopted or amended, which are incorporated in and made a part of this Contract as though fully set forth herein, except to the extent that any district policy directly conflicts with a specific provision of this contract, in which case, the contract language shall control. The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise, and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time and energy to the performance of these duties in a competent manner.
- **5. Professional Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organization. "Appropriate" and "reasonable" shall include those meetings and expenses incorporated into the budget or otherwise pre-approved by the Board. The Board encourages the Superintendent to attend at least one, but not limited to one, national conference through the duration of this contract.

- 6. Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or for payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal. The term "material" as used herein means any misrepresentation other than minor or insignificant deviation(s) that would not have a bearing on the veracity of the Superintendent or the decision of Board to extend an offer of employment to the Superintendent.
- **Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position during the term of the Contract without the mutual written consent of the parties. Reassignment shall not be construed, however, as including the assignment of additional administrative duties as part of a reduction in the number of administrators in the district. In the event that additional duties and responsibilities are required of the Superintendent beyond those anticipated by the parties at the time of execution of this Agreement, the salary of the Superintendent may be renegotiated commensurate with said additional duties and responsibilities.
- **8. Compensation.** For fiscal year 2022-2023 2023-2024, the Board agrees to pay the Superintendent for Superintendent's services an annual salary of One Hundred Sixteen Thousand Three Hundred Dollars and no cents (\$116,300.00), paid in equal bi-monthly installments unless otherwise agreed to by the parties. The salary referenced in this section shall be paid on the basis of a Two Hundred and Sixty (260) day Contract, with a corresponding daily rate of pay of Four Hundred Forty-Seven Dollars and thirty-one cents 447.31.
- **9. Salary Adjustment.** The Board shall review the Superintendent's salary on an annual basis in conjunction with the evaluation of performance referenced in section 10, and in its discretion increase the salary.
- **10. Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each school year, prior to January 31.
- **11. Holidays.** The Superintendent is entitled to days off with pay on those holidays specified in section 20-1-305, MCA, subject to the provisions of that section.
- 12. <u>Vacation Leave and Accrual.</u> The Superintendent is entitled to vacation leave benefits and subject to the cap on accumulation of annual vacation leave under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the Clerk in advance of use of vacation leave or any absences from the District up to five (5) days. The Superintendent shall inform the Board Chair in advance of use of vacation leave or any absences from the District beyond five (5) days. Vacation days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement.

13. Personal Leave. The Superintendent shall be entitled to five (5) days of personal leave per Contract year.

The personal leave days shall not accumulate or carryover, nor shall they be subject to cash payout upon retirement, resignation, or Contract termination.

- **14. Sick Leave and Accrual.** The Superintendent is entitled to the sick leave benefits under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the clerk in advance of use of sick leave, if practical, from the District up to five (5) days. The Superintendent shall inform the board chair in advance of use of sick leave, if practical, from the District beyond five (5) days. The Superintendent shall promptly report all absences due to sick leave to the clerk.
- **15. Professional Dues.** The Board shall pay the Association dues of the Superintendent for the American Association of School Administrators, the School Administrators of Montana, and the SAM Region in which the School District is located, as well as other appropriate affiliations, and civic and social memberships as approved by the Board.
- **16. Travel Reimbursement.** The Board shall reimburse the Superintendent for use of his automobile in conducting business on behalf of the District in accordance with section 2-18-503, MCA.
- **17.** <u>Medical Insurance.</u> The District will pay the full premium for a family medical/dental insurance program equivalent to the District's insurance program currently in effect.

If dental insurance and a high deductible health insurance plan is elected, the difference in the premium value of the lowest deductible major medical insurance and dental insurance chosen, less the premium for the high deductible plan with the same individuals covered, will be paid to a Health Savings Account up to maximums set by the IRS.

If a high deductible health insurance plan and no dental insurance is elected, the difference in the plan value of the lowest deductible major medical insurance and dental insurance, less the premium for the high deductible plan with the same individuals covered, will be paid to a Health Savings Account up to maximums set by the IRS.

The School District Clerk will maintain a spreadsheet with the latest premiums and rates. This spreadsheet is available for review upon request.

- **18.** Consultation Activities. The Superintendent shall be permitted to undertake writing, teaching, speaking engagements and personal investment activities, provided these activities are not deemed by the Trustees to be in conflict with the performance of the Superintendent's duties for the School District. Any consulting work undertaken by the Superintendent for compensation, must be accomplished on the Superintendent's annual leave days, holidays or other non-duty days and/or at times that are considered non-business hours.
- **19. Professional Liability.** The Board shall provide for the immunization, defense, and indemnification of the Superintendent as provided in section 2-9-305, MCA.
- **20.** <u>Termination by Mutual Agreement.</u> This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed.
- **21.** Retirement, Death, Disability. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement. "Retirement" shall mean cessation of services in all states as a superintendent or other administrator in a position requiring certification. If the Superintendent becomes unable to perform the essential functions of the job with reasonable accommodation by the District for a period of time in excess of the Superintendent's accrued vacation and sick leave, this agreement may be terminated.
- **22. Dismissal for Cause.** The Board may dismiss the Superintendent during the term of this Contract for good cause following a hearing before the Board. The Superintendent is entitled to all protections governing dismissal proceedings granted by Montana and federal law. The costs of any legal representation secured by the Superintendent for counsel during dismissal proceedings shall be paid by the Superintendent.
- **23.** Controlling Law. This Contract will be governed by the laws of the state of Montana.
- **24.** Complete Agreement. This Contract embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No alteration or modification of this Contract shall be valid unless evidenced by a writing signed by the parties to this Contract.
- **25. Savings Clause.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- **26.** Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including any change of membership of the Board.
- **27. Notices.** All notices, consents, request, instructions approvals or other communications provided for herein shall be in writing and delivered by personal delivery or regular U.S. mail, return receipt requested, to the last known address of the party being provided such notice.
- **28.** Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 31st day of January, 2022 28th day of February 2023.

LEWISTOWN SCHOOL DISTRICT	
BOARD OF TRUSTEES CHAIR	DATE
DISTRICT SUPERINTENDENT	DATE
	DATE

Meeting Date	Agenda Item No.
02/13/2023	23
☐ Minutes/Claims ☐ Board of Trustees ☐ Superintendent's Report	☐ Action – Consent ☐ Action – Indiv.
ITEM TITLE: APPROVE NOTICE OF RESOLUTION OF INTENT TO SELL/DIPROPERTY	ISPOSE OF SURPLUS
Requested By: Board of Trustees Prepared By: Rebekah Rhoades	
SUMMARY: The Board of Trustees needs to approve the Notice of Resolution of Intent to	o Sell/Dispose of Surplus
Property as stated on the attached notice.	
SUGGESTED ACTION: Approve Notice of Resolution of Intent to Sell/Dispose of S	Surplus Property
Additional Information Attached	
NOTES:	
l ain ain start and start at the start at th	
Board Action Second Other Other	
Bailey Birdwell	
Koterba Southworth	
Brady 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:

JHS Baldwin upright piano - Not in working order

JHS Old Athletic Apparel/Equipment

47 windbreaker jackets 42 windbreaker pants

70 sweat sets (approx.)

31 helmets

60 yellow football pants 62 old vellow football jersey

22 white long sleeve eagle shirts

3 blue long sleeve eagle shirts

33 blue eagle sweatshirts

69 yellow short and long sleeve volleyball shirts

18 blue shorts w/ razorback jersey 69 basketball razorback jerseys

37 blue/white/gold basketball shorts

35 blue/white/gold basketball jerseys

42 blue basketball shorts

37 blue basketball jerseys 40 vellow iersevs

57 yellow shorts

5 breakaway pants

11 pom poms

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 13th day of February 2023.

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

ATTEST:

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

To be published in the News Argus on February 15, 2023

P.O. #

BIDDING INFORMATION

No bids will be accepted for apparel, but a future sale date will likely be advertised by the Junior High School. Any person's interested in purchasing the upright piano may submit a sealed bid for said purchase. Bids should be submitted to: Lewistown Public Schools, Attn: Rebekah Rhoades, 215 7th Ave South, Lewistown, MT 59457. Bidding will close on Wednesday, March 1st, 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 Rebekah Rhoades at 535-8777 x 1116.

Meeting Date	Agenda Item No.
02/13/2023	24
☐ Minutes/Claims ☐ Board of Trustees ☐ Superintendent's Report	☐ Action – Consent ☑ Action – Indiv.
ITEM TITLE: APPROVE REVISED ADMINISTRATOR CONTRACT LANGUA	<u>.GE</u>
Requested By: Board of Trustees Prepared By: Thom Peck	
SUMMARY:	
The Board of Trustees needs to approve the revised Administrator contrac	et language.
SUGGESTED ACTION: Approve revised Administrator contract language.	
MODEC.	
NOTES:	
Motion Second Aye Abstain Other	
Board Action A A Bostain Other C A Bostain Other C A Bostain Other C A Bostain	
Bailey	
Birdwell Koterba	
Southworth Brady	
Heintz	
Fulbright	

PROPOSED ADMINISTRATOR CONTRACT 2023-2024

LEWISTOWN PULIC SCHOOLS ADMINISTRATOR EMPLOYMENT CONTRACT

School District (the "District") and(the "Administrator").
Term. The Board, by and on behalf of the District, hereby agrees to employ the Administrator, and the Administrator hereby accepts the employment for a term of one year from July 1, 2022, to June 30, 2023. Except as provided in §§ 20-4-203 and 206, MCA, there is no contractual obligation or expectancy of continued employment beyond the contract term.
<u>Duties.</u> The Administrator shall perform duties for the position of as prescribed in the job description and as may be assigned by the Superintendent or the Board. The Administrator shall comply with all directives from the Superintendent, the Board, state and federal law, district policy, and rules and regulations a they exist or may hereafter be adopted or amended. The Administrator shall perform the duties of the position with a high degree of care, skill, and expertise, and in a thorough and efficient manner.
Professional Certification and Records. This contract is contingent upon the Administrator providing documentation of current, valid certification and endorsements required to perform the duties of the position and provide other services as set forth herein. This contract is additionally conditioned upon the Administrate maintaining throughout his or her employment with the District all certification and endorsements necessary to provide and perform the services contemplated herein. Failure to maintain such certification and endorsements sharender this contract null and void without further action or proceedings by the Board.
Compensation. The District shall provide the Administrator with an annual salary in the sum of and 00/100 Dollars (\$00). This annual salary rate shall be paid to the Administrator in installments consistent with the Board's policies.
Benefits and Leave. The Administrator shall be eligible and receive those fringe benefits as prescribed by District policies for administrative personnel.
Evaluation. The Superintendent shall evaluate and assess in writing the performance of the Administrator an provide evaluative feedback at least once each year during the term of this contract, and may additionally evaluate and assess job performance formally or informally at such other times and under such circumstances as deemed by the Superintendent to be in the best interests of the District.
Renewal/Nonrenewal. Renewal or nonrenewal of employment shall be in accordance with Board policy an

Termination of Contract.

applicable law.

- (a) Termination by Mutual Agreement: This contract may be terminated by the parties at any time by written agreement setting forth mutually agreed upon terms and conditions for contract termination.
- **(b) Inability to Perform Essential Functions of the Position:** This contract may be terminated by the District upon written notice to the Administrator under the following circumstances:
 - (i) The Administrator is unable to perform the essential functions of the position with or without reasonable accommodation and has exhausted all sick leave, vacation leave, personal leave and any

PROPOSED ADMINISTRATOR CONTRACT 2023-2024

additional leave to which the Administrator may be entitled.

- (ii) The Administrator is unable to perform the essential functions of the position, has exhausted all sick leave, vacation leave, personal leave and any additional leave to which the Administrator may be entitled and the extent of the Administrator's disability is such that the District cannot reasonably accommodate the disability without undue hardship on the District.
- (iii) The Administrator refuses to submit to a medical examination as described below within ten days of a written request by the District to do so.

The parties agree that the essential functions of the position are those job duties and functions described and set forth herein and in the job description.

The parties agree further that if a difference of opinion between the District and the Administrator arises as to the Administrator's ability to perform the essential functions of the job with or without reasonable accommodation, the District may compel the Administrator to submit to a medical examination performed by a healthcare provider of the District's choosing, the purpose of which shall be to determine whether the Administrator is able to perform the essential functions of the position with or without reasonable accommodations. The parties agree that such a medical examination is "job related and consistent with business necessity" as contemplated under the Americans with Disabilities Act. The Administrator agrees to execute any and all necessary waivers required by the healthcare provider or by state or federal law to permit the healthcare provider to submit a report to the District limited to the issue of whether the Administrator is able to perform the essential functions of the position, and, if applicable, setting forth reasonable accommodations that would enable the Administrator to perform the essential functions of the position.

(c) Termination for Good Cause. The Administrator's employment may be terminated for good cause in accordance with Title 20, Chapter 4, Part 2, MCA.

Administrative Leave with Pay and Benefits: The District shall have the authority to relieve the Administrator of duties at any time by placing the Administrator on administrative leave with full pay and benefits for such period of time as shall be determined by the Superintendent or the Board to be in the best interests of the District.

<u>Limitation of Liability.</u> To the fullest extent permitted by law, each of the parties hereto waive against the other, and the other's employees, officers, agents, trustees, insurers, consultants, and attorneys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the employment relationship between the parties, and the parties agree further that the District's total liability to the Administrator under this contract shall be limited to all wages remaining due under the contract, if any, and payment of benefits as follows: (1) cash value of remaining health insurance premiums, if any; (2) vacation and sick leave payout as provided herein.

<u>Attorney Fees and Cost.</u> The prevailing party in any action or proceeding brought in any venue to enforce or interpret any provision of this contract, including enforcement of the liquidated damages provision, shall be entitled to an award of reasonable attorney fees and costs.

Controlling Law. This contract will be governed by the laws of the state of Montana.

PROPOSED ADMINISTRATOR CONTRACT 2023-2024

<u>Complete Agreement.</u> This contract embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No alteration or modification of this Contract shall be valid unless evidenced by a writing signed by the parties to this Contract.

<u>Savings Clause</u>. In the event any one or more of the provisions contained in this contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

<u>Successors and Assigns.</u> This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including any change of membership of the Board.

<u>Notices.</u> All notices, consents, request, instructions approvals or other communications provided for herein shall be in writing and delivered by personal delivery or regular U.S. mail, return receipt requested, to the last known address of the party being provided such notice.

<u>Acceptance.</u> This contract must be executed by the Administrator and delivered to the School District, 215 7th Avenue South, Lewistown, Montana 59457, by mail or hand delivery within <u>20</u> days after its receipt. Failure to do so by the Administrator shall constitute evidence of the Administrator's non-acceptance of this contract.

CHAIR, BOARD OF TRUSTEES	DATE
DISTRICT CLERK	DATE
ADMINISTRATOR	DATE

School District No. 1 of Fergus County

CURRENT ADMINISTRATOR CONTRACT

LEWISTOWN PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT

ADMINISTRATOR'S CONTRACT

THIS AGREEMENT,	made and entered into this	day of	, 2022, between the Trustees of School District No. One or High
School District No. One, Fergus	County, Montana, and their su	uccessors in office,	andfor the 2022 - 2023
school term.			
WITNESSETH: In c		•	to the respective parties to this Agreement and their covenants as
That the administrator	r in haraby ampleyed as an ad	ministrator to parfa	rm the duties of
			orm the duties ofnd during the school year beginning on/or about July 1, 2022
and terminating on/or about	•	CHOOLDISTICTION AN	id during the scribbling beginning on/or about <u>July 1, 2022</u>
and terminating on/or about	ine 30, 2023 .		
That this contract and	the rights and obligations of the	he parties thereund	der shall be subject to the Laws of the State of Montana, and the rules
and regulations adopted by the E	Board of Trustees of the Distric	ct.	
The annual contract s (217 Days @ \$xxx.xx/		will be paid	d in <u>24</u> equal installments during the period of this contract.
It is agreed that th			e life of this contract a valid and appropriate certificate to act acted by State Law and/or by the State Board of Education.
That the administrator	's job description shall be as e	established and revi	viewed annually by the administrator's immediate supervisor
and/or superintendent or his des	ignee.		
Di.			
			on duty for the purpose of carrying on School District policy and insuring rintendent or his designee. Compensation for the administrator shall
not be halted or suspended due	•	cused by the super	intendent of this designee. Compensation for the authinistration shall
not be nation of suspended due	to such emergences.		
The administrator sha	Il be eligible and receive those	e fringe benefits as	prescribed by District policies for administrative personnel.
This contract must be	executed by the administrator	r and delivered to th	he School District, 215 7th Avenue South, Lewistown, Montana 59457,
by mail or hand delivery within _	20 days after its receipt	. Failure to do so b	by the administrator shall constitute evidence of
the administrator's non-acceptar	nce of this contract.		
N. W.T. 1500 M. 1505			
		_	ment to be executed by a majority of the members of the Board of
•		-	t Number One, Fergus County, Montana, and the party of the second
part has hereunto set his hand o	n tills, tileday of	<u>,</u> 20 _	<u>-</u>
Administrator			Board Chair
			District Clerk
			For Board of Trustees of School District No. One or High School District No. One, Fergus County, Montana.

BOARD AGENDA ITEM

Meeting Date	Agenda Item No.
02/13/2023	25
☐ Minutes/Claims ☐ Board of Trustees ☐ Superintendent's Rep	igodots Action – Consent $igodots$ Action – Indiv.
ITEM TITLE: APPROVE FIRST SEMESTER CLAIM FOR INDIVIDUAL REIMBURSEMENT	CONTRACT BUS
Requested By: Board of Trustees Prepared By: Rebekah Rhoade	es
SUMMARY:	
The Board of Trustees needs to approve the claim for the Reimbursement for the first semester as presented on the attachment	
SUGGESTED ACTION: Approve Claim for Individual Contract Bus Reim	bursement
Additional Information Attached	
NOTES:	
Motion Second Ave Ave Other	
Bour a Action	
Bailey Birdwell	
Koterba Southworth	
Brady	
Heintz Fulbright	



TR-5 Individual Contract Reimbursement Claim

1st Semester 2022-2023

14 Fergus 0259 Fergus H S

08/31/2022-01/20/2023

			Daily		Da	Total	
Contract #	Shared	Family Name	Rate	Isolation	Transported	Reimbursed	Reimbursement
53894	False	Boogman, Zelda	1.19	No	84.0	84.0	99.96
53895	False	Knerr, Keith	1.40	No	81.0	81.0	113.40
	Total Indi	vidual Contract Reir	nbursement				213.36

Board Chair		

Signature

BOARD AGENDA ITEM

Meeting Date	Agenda Item No.
02/13/2023	26
☐ Minutes/Claims	\boxtimes Action – Indiv.
REIMBURSEMENT	
Requested By: Board of Trustees Prepared By: Rebekah Rhoade	es
SUMMARY:	
Attached are the first semester Elementary and High Schreimbursement. According to state law, each yellow bus reimbursement based on the rated capacity of the bus used on the roused to fund home-to-school transportation in our Transportation financed 50% each by the state and county, with the county's port (i.e., unvoted) countywide levy. The Board of Trustees needs to approve the Elementary ar Reimbursement Claim Forms for the first semester as presented on SUGGESTED ACTION: Approve First Semester Elementary and High Schreiburger.	route generates a per-mile oute. The money generated is Funds. These payments are tion financed by a permissive and High School Bus Route the attachments.
Reimbursement Claims	
Additional Information Attached	
NOTES:	
Board Action Bailey Birdwell Koterba Southworth Brady Heintz Fulbright	



08/31/2022-01/20/2023

14 Fergus 0258 Lewistown Elem

Miles				Ι	Days	Total		
Route #	%	Per Day	Rate	Driver	VIN	Claimed	Reimbursed	Reimbursement
1	72.00	75.2	1.57	Eveyln C. Bentley	4DRBWTAN9MB486977	84.5	84.5	7,183.01
1	72.00	75.2	1.57	Jade L. Watson	4DRBWTAN9MB486977	0.5	0.5	42.50
2	72.00	70.0	1.80	Christopher E. Stansberry	4DRBWTAN5KB275773	81.0	81.0	7,348.32
2	72.00	70.0	1.80	Jade L. Watson	4DRBWTAN5KB275773	4.0	4.0	362.88
3	72.00	80.0	0.95	Stacey L. Sramek	4DRBWTAN5MB486975	82.5	82.5	4,514.40
3	72.00	80.0	0.95	Nathan J. Keeney	4DRBWTAN5MB486975	2.0	2.0	109.44
3	72.00	80.0	0.95	Cindy L. Noel	4DRBWTAN5MB486975	0.5	0.5	27.36
4	72.00	75.0	1.80	Heather Neuman	4DRBWAAN0hb524154	84.0	84.0	8,164.80
4	72.00	75.0	1.80	Sandra J. Mikeson	4DRBWAAN0hb524154	1.0	1.0	97.20
5	72.00	42.8	1.57	Terry L. Hogg	4DRBWAAN6GB000568	67.0	67.0	3,241.54
5	72.00	42.8	1.57	Jade L. Watson	4DRBWAAN6GB000568	9.5	9.5	459.62
5	72.00	42.8	1.57	Sandra J. Mikeson	4DRBWAAN6GB000568	5.0	5.0	241.91
5	72.00	42.8	1.57	Fred J. Wood, Jr.	4DRBWAAN6GB000568	3.5	3.5	169.33
6	72.00	63.1	1.57	Michael D. Perrine	4DRBWTAN3LB251473	84.5	84.5	6,027.24
6	72.00	63.1	1.57	Fred J. Wood, Jr.	4DRBWTAN3LB251473	0.5	0.5	35.66
7	72.00	85.0	0.95	Albert C. White	4DRBUAAL1FB033528	77.5	77.5	4,505.85
7	72.00	85.0	0.95	Jade L. Watson	4DRBUAAL1FB033528	3.5	3.5	203.49
7	72.00	85.0	0.95	Sandra J. Mikeson	4DRBUAAL1FB033528	1.0	1.0	58.14
7	72.00	85.0	0.95	Fred J. Wood, Jr.	4DRBUAAL1FB033528	3.0	3.0	174.42
8	72.00	43.0	1.80	Nathan J. Keeney	4DRBWTAN0NB537235	52.0	52.0	2,897.86
8	72.00	43.0	1.80	Robert S. Odermann	4DRBWTAN0NB537235	0.5	0.5	27.86
8	72.00	43.0	1.80	Jade L. Watson	4DRBWTAN0NB537235	11.5	11.5	640.87
8	72.00	43.0	1.80	April M. Duggins	4DRBWTAN0NB537235	5.0	5.0	278.64

^{*} Indicates that the County Superintendent must approve the TR-6 Bus Route Claim 1/26/2023 3:50:22 PM https://reportsprd.opi.mt.gov:1443/ReportServer.rptBusRouteReimbursementTR6



08/31/2022-01/20/2023

14 Fergus 0258 Lewistown Elem

		Miles				I	Days	Total
Route #	%	Per Day	Rate	Driver	VIN	Claimed	Reimbursed	Reimbursement
8	72.00	43.0	1.80	Sandra J. Mikeson	4DRBWTAN0NB537235	12.0	12.0	668.74
8	72.00	43.0	1.80	Fred J. Wood, Jr.	4DRBWTAN0NB537235	4.0	4.0	222.91
11	100.00	21.0	1.36	Robert S. Odermann	4DRBWAAN7CB341925	6.0	6.0	171.36
11	100.00	21.0	1.36	Brady R. Fiscus	4DRBWAAN7CB341925	0.5	0.5	14.28
11	100.00	21.0	1.36	Cindy L. Noel	4DRBWAAN7CB341925	75.5	75.5	2,156.28
	Total B	us Route R	eimbur	sement				50,045,91

Board Chair

Signature

^{*} Indicates that the County Superintendent must approve the TR-6 Bus Route Claim 1/26/2023 3:50:22 PM https://reportsprd.opi.mt.gov:1443/ReportServer.rptBusRouteReimbursementTR6



08/31/2022-01/20/2023

14 Fergus 0259 Fergus H S

		Miles				I	Days	Total	
Route #	%	Per Day	Rate	Driver	VIN	Claimed	Reimbursed	Reimbursement	
1	28.00	75.2	1.57	Eveyln C. Bentley	4DRBWTAN9MB486977	84.5	84.5	2,793.39	
1	28.00	75.2	1.57	Jade L. Watson	4DRBWTAN9MB486977	0.5	0.5	16.53	
2	28.00	70.0	1.80	Christopher E. Stansberry	4DRBWTAN5KB275773	81.0	81.0	2,857.68	
2	28.00	70.0	1.80	Jade L. Watson	4DRBWTAN5KB275773	4.0	4.0	141.12	
3	28.00	80.0	0.95	Stacey L. Sramek	4DRBWTAN5MB486975	82.5	82.5	1,755.60	
3	28.00	80.0	0.95	Nathan J. Keeney	4DRBWTAN5MB486975	2.0	2.0	42.56	
3	28.00	80.0	0.95	Cindy L. Noel	4DRBWTAN5MB486975	0.5	0.5	10.64	
4	28.00	75.0	1.80	Heather Neuman	4DRBWAAN0hb524154	84.0	84.0	3,175.20	
4	28.00	75.0	1.80	Sandra J. Mikeson	4DRBWAAN0hb524154	1.0	1.0	37.80	
5	28.00	42.8	1.57	Terry L. Hogg	4DRBWAAN6GB000568	67.0	67.0	1,260.60	
5	28.00	42.8	1.57	Jade L. Watson	4DRBWAAN6GB000568	9.5	9.5	178.74	
5	28.00	42.8	1.57	Sandra J. Mikeson	4DRBWAAN6GB000568	5.0	5.0	94.07	
5	28.00	42.8	1.57	Fred J. Wood, Jr.	4DRBWAAN6GB000568	3.5	3.5	65.85	
6	28.00	63.1	1.57	Michael D. Perrine	4DRBWTAN3LB251473	84.5	84.5	2,343.93	
6	28.00	63.1	1.57	Fred J. Wood, Jr.	4DRBWTAN3LB251473	0.5	0.5	13.87	
7	28.00	85.0	0.95	Albert C. White	4DRBUAAL1FB033528	77.5	77.5	1,752.28	
7	28.00	85.0	0.95	Jade L. Watson	4DRBUAAL1FB033528	3.5	3.5	79.14	
7	28.00	85.0	0.95	Sandra J. Mikeson	4DRBUAAL1FB033528	1.0	1.0	22.61	
7	28.00	85.0	0.95	Fred J. Wood, Jr.	4DRBUAAL1FB033528	3.0	3.0	67.83	
8	28.00	43.0	1.80	Nathan J. Keeney	4DRBWTAN0NB537235	52.0	52.0	1,126.94	
8	28.00	43.0	1.80	Robert S. Odermann	4DRBWTAN0NB537235	0.5	0.5	10.84	
8	28.00	43.0	1.80	Jade L. Watson	4DRBWTAN0NB537235	11.5	11.5	249.23	
8	28.00	43.0	1.80	April M. Duggins	4DRBWTAN0NB537235	5.0	5.0	108.36	

^{*} Indicates that the County Superintendent must approve the TR-6 Bus Route Claim 1/26/2023 3:50:22 PM https://reportsprd.opi.mt.gov:1443/ReportServer.rptBusRouteReimbursementTR6



08/31/2022-01/20/2023

14 Fergus 0259 Fergus H S

	Miles						Days	Total
Route #	%	Per Day	Rate	Driver	VIN	Claimed	Reimbursed	Reimbursement
8	28.00	43.0	1.80	Sandra J. Mikeson	4DRBWTAN0NB537235	12.0	12.0	260.06
8	28.00	43.0	1.80	Fred J. Wood, Jr.	4DRBWTAN0NB537235	4.0	4.0	86.69
Total Bus Route Reimbursement								18,551.56

Board Chair

Signature

^{*} Indicates that the County Superintendent must approve the TR-6 Bus Route Claim 1/26/2023 3:50:22 PM https://reportsprd.opi.mt.gov:1443/ReportServer.rptBusRouteReimbursementTR6

Meeting Date	Agenda Item No.
02/13/2023	27
☐ Minutes/Claims ☐ Board of Trustees ☐ Superintendent's Report	\square Action – Consent \boxtimes Action – Indiv.
ITEM TITLE: APPROVE TRUSTEE RESOLUTION CALLING FOR AN ELEC	ΓΙΟΝ
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 Electic must take by Tuesday, February 21, 2023.	on, an action the Board
SUGGESTED ACTION: Approve Trustee Resolution Calling for an Election	
Additional Information Attached	
NOTES:	
Board Action Bailey Birdwell Koterba Southworth Brady 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 2nd day of May, 2023, which date is not less than seventy (70) days after the passage of this resolution.

Th	e election will be o	onducted by:	
_x	_ Mail Ballot	Poll Election	
te ap be au	rm. Approval of ad proval of additiona requested. If it is	ditional levies to operate and mal levies to operate and maintain later determined that any porti Rhoades, Election Administrator	ees for a three-year term and one (1) trustee for a two-year aintain the Elementary District General Fund for FY2024 and in the High School District General Fund for FY 2024 will also on of the election is not required, the Board of Trustees in, to cancel that portion of the election in accordance with 13-
	e Board of Trustee the mail ballot ele	-	nty Clerk and Recorder to appoint election judges as needed
Th	- :		er the election. Voters must return their mail ballots to the 23.
Cle	erk and Recorder		chool District is hereby directed to notify the Fergus County ection, and request him/her to close registration, notify the sas required by law.
No	further proceedir	gs were conducted relating to t	he election.
	Do	reen Heintz	
		of Board Chair	Signature of Board Chair
	Rel	oekah Rhoades	
	Print Name	of District Clerk	Signature of District Clerk
DA	ATED this 13 th day o	of February, 2023. 20-20	-201, MCA

Meeting Date	Agenda Item No.
02/13/2023	28
☐ Minutes/Claims ☐ Board of Trustees ☐ Superintendent's Report ITEM TITLE:APPROVE K-12 MUSIC CURRICULUM	☐ Action – Consent ⊠ Action – Indiv.
Requested By: Board of Trustees Prepared By: Rebekah Rhoades	
SUMMARY: The Board of Trustees needs to approve the K-12 Music Curriculum pres January 9, 2023 by Rachael Grensten.	sented to the Board on
oundary 0, 2020 by Machaer Grenstein.	
SUGGESTED ACTION: Approve K-12 Music Curriculum	
Additional Information Attached	
NOTES:	
Board Action	

Heintz Fulbright

LEWISTOWN PUBLIC SCHOOLS Lewistown, Montana

Meeting Date A	genda Item No.
02/13/2023	29
	Action - Consent Action - Indiv.
ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2022-2	2023 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 Year as listed below:	2022-2023 School
Substitute Teacher/Aide Rebecca Ayers Bailee Lamb Richard (Rick) Vaughn Kyrie Benes Holly Lower Katherine Noel Substitute Bus Driver Greg Joest SUGGESTED ACTION: Approve Additions to the Substitute List for the 2022-2023 Sch	nool Year
Additional Information Attached Estimated cost/fund source	
NOTES:	
Board Action Bailey Birdwell Koterba Southworth Brady	

Meeting Date	Agenda Item No.
02/13/2023	30
\square Minutes/Claims \boxtimes Board of Trustees \square 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:	
cond ond cond train train ler	
100 100	
Board Action	
Birdwell	
Koterba	
Southworth	
Brady Heinte	
Heintz Eulheight	

LEWISTOWN PUBLIC SCHOOLS LEWISTOWN, MONTANA

Monday February 13, 2023

EMPLOYEE NAME	POSITION	LOCATION	RECOMMENDED ACTION	EFFECTIVE DATE	RECOMMENDED BY	COMMENTS
BRADSHAW, Cynthia	Food Server/Kitchen Aide	Fergus High School	Accept Letter of Resignation	2/10/2023	Amie Friesen	See Attached letter
HENDERSON, Christi	Paraprofessional		Approve appointment on schedule - PARA EDUCATOR CERTIFIED Step 6 for up to 7.5 hours per day for up to 78 days.	2/14/2023		Replacing Toni Pavlovick
HICKS, Jessica	Food Server/Kitchen Aide	Garrield Elementary	Approve appointment on schedule - FOOD SERVER/KITCHEN AIDE Step 0 for up to 2.5 hours per day, 12.5 hours per week for up to 93 days	1/23/2023		Replacing Rhonda Mowdy
JOHNSON, Kylee	Volunteer Track Coach	Lewistown Jr. High School	Approve appointment - VOLUNTEER COACH	3/20/2023		Replacing Julianna Parker
KOTERBA, Phil	Trustee	Central Office	Accept Letter of Resignation	4/28/2023	Thom Peck	See Attached letter
NOEL, Katherine	High Needs Paraprofessional	Highland Park Elementary School	Accept Letter of Resignation	2/17/2023	Matthew Ventresca	Letter on File
PAVLOVICK, Toni	Paraprofessional	Highland Park Elementary School	Accept Letter of Resignation	1/13/2023	Matthew Ventresca	Letter on File

Cynthia Bradshaw

2/1/2023

Aime,

This letter is a notice of my resignation from the position of food server at Fergus High School, effective 2/10/2023.

Thank you for the opportunity to work with the school district.

Sincerely,

Cynthia

February 8, 2023

Dear Superintendent Peck and Trustees:

I have come to the difficult decision to resign my position as School Board Trustee effective April 28, 2023. Thank you for allowing me to serve the school and community for the past 10 years. It has been an honor to be a part of a well-respected Board and accomplish many great deeds on behalf of the District.

Sincerely,

Phillip R. Koterba Trustee

LEWISTOWN PUBLIC SCHOOLS

2022-2023 SCHOOL CALENDAR

AUGUST 2022									
S	М	T	w	Т	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	М	T	W	Т	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				

211	OCTOBER 2022									
S	М	Т	W	Т	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	М	Т	W	Т	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	М	Т	w	Т	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			

f - n	JANUARY 2023										
S	М	Т	W	Т	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	Т	W	Т	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	М	Т	w	Т	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				

1,100	APRIL 2023									
S	М	Т	W	Т	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	М	Т	W	Т	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	Т	W	Т	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									
M	Т	W	Т	F	S				
					1				
3	4	5	6	7	8				
10	11	12	13	14	15				
17	18	19	20	21	22				
24	25	26	27	28	29				
31									
	3 10 17 24	M T 3 4 10 11 17 18 24 25	M T W 3 4 5 10 11 12 17 18 19 24 25 26	M T W T 3 4 5 6 10 11 12 13 17 18 19 20 24 25 26 27	M T W T F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28				

PIR DAYS (Pupil Instruction-Related)

New Staff Orientation All Staff Orientation/PIR

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

August 22

August 29-30

October 20-21

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) Fiex Day (No School for Students)

Board Approved 3/14/2022

LEWISTOWN PUBLIC SCHOOLS 2022-2023 SCHOOL CALENDAR

	First Semester				88 days	Second Semester				91 days
Ja										o i uays
1	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
(v)	Third Week	Sept 12	to	Sept 16	5	Third Week	Feb 6	to	Feb 10	5
Ĭ Ā I	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
Ω	Seventh Week	Oct 10	to	Oct 14	5	Seventh Week	March 6	to	March 10	5
Ž	Eighth Week	Oct 17	to	Oct 19	3	Eighth Week	March 13	to	March 17	5
5	Ninth Week	Oct 24	to	Oct 28	5	Ninth Week	March 20	to	March 24	5
호					40					44
INSTRUCTION (INCLUDING FLEX DAYS)	SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
ō	First Week	Oct 31	to	Nov 2	3	First Week	March 27	to	March 31	5
5	Second Week	Nov 7	to	Nov 11	5	Second Week	April 3	to	April 7	5
Ž	Third Week	Nov 14	to	Nov 18	5	Third Week	April 11	to	April 14	4
H	Fourth Week	Nov 21	to	Nov 22	2	Fourth Week	April 17	to	April 21	5
SN	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
PUPIL	Seventh Week	Dec 12	to	Dec 16	5	Seventh Week	May 8	to	May 12	5
2	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	s 179

A.	August 22	New Staff Orientation	
S (P	August 29-30	All Staff Orientation/PIR	2.0
DAY	October 20-21	Staff Development Days Teachers Convention	2.0
PIL INSTRUCTION-RELATED DAYS (PIR	Oct 31-Nov 11	Parent-Teacher Conferences Schedules vary by school No school November 3rd & 4th	1.5
ON-RE	March 27-31	Parent-Teacher Conferences Schedules vary by school Full school days for students	.5
<u>F</u>	May 15	PIR Day	1.0
J. P.		Floating PIR Day	<u>1.0</u>
NS			8.0
PIL			

Dates Inclusive
S & VACATIONS
HOLIDAY

YS & VACATIONS Dates Inclusive	September 5 November 4 November 23-25 Dec 23-Jan 2 February 24 April 10 May 29 July 4	Labor Day Vacation Day Thanksgiving Vacation Winter Break Vacation Day Easter Vacation Memorial Day Vacation Day (12-mo employees)	
	July 4	Vacation Day (12-mo employees)	