

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 Seventh Avenue South
Lewistown, Montana 59457

MONDAY, October 14, 2019

REGULAR BOARD MEETING

CALL TO ORDER (4:30 P.M.)

1. Pledge of Allegiance
2. Roll Call
3. Motion to Set Agenda
4. Presentation – Central Montana Education Center Update
5. Report – Student Representative
6. Report - LEA
7. Presentation – Scott Dubbs, Jr. High School Principal – Jr. High Student Council
8. Presentation – Danny Wirtzberger, Lewis & Clark Principal – Lewis & Clark Student Council
9. Presentation – Elementary Principals attended The National Principals Conference
10. Report—Committees of the Board
11. Calendar Items, Concerns, Correspondence, Etc.

SUPERINTENDENT'S REPORT

12. Report—Investment
13. Report—Superintendent

PUBLIC PARTICIPATION

14. Recognition of Parents, Patrons, and Others Who Wish to Address the Board

ACTION ITEMS

MINUTES

15. Minutes of the September 9, 2019, Regular Board Meeting
Minutes of the September 18, 2019, Special Board Meeting

APPROVAL OF CLAIMS

16. Claims

INDIVIDUAL ITEMS

17. Approve Agreement between Lewistown Public Schools and the City of Lewistown 2019-2020
18. Approve Building Use Agreement with Job Service
19. Approve Building Use Agreement with the Workforce Development Board
20. Approve Disposal/Destruction of Documents per the State Record Retention Schedule
21. Approve Second Reading---Board Policy 1425 ---Abstentions from Voting
22. Approve Second Reading---Board Policy 1512 ---Conflict of Interest
23. Approve Second Reading---Board Policy 2100 --School Year Calendar and Day
24. Approve Second Reading---Board Policy 4301 ---Community Relations
25. Approve Second Reading---Board Policy 8425F --Service Animals in District Facilities

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 Seventh Avenue South
Lewistown, Montana 59457

MONDAY, October 14, 2019

REGULAR BOARD MEETING

CONTINUED PAGE 2

- 26. Approve Out-of-District Student Attendance Agreement Requests for Placement in and out of Lewistown Public Schools
- 27. Approve Additions to the Substitute List for 2019-2020 School Year
- 28. Approve Personnel Report

TERMINATION HEARING –EXECUTIVE SESSION

- 29. Termination Hearing

ACTION ITEM

- 30. Action on Termination Hearing

ADJOURNMENT

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

PUBLIC PARTICIPATION

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

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

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

4

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

ITEM TITLE: PRESENTATION – CENTRAL MONTANA EDUCATION CENTER UPDATE

Requested By: Board of Trustees Prepared By: Diane Oldenburg

SUMMARY:

Diane Oldenburg and Rebekah Rhoades will update the Board on the transition of the Central Montana Education Center from the Federal Government and the progress made in securing various educational providers space within the building.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

5

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

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees **Prepared By:** Libbey Fried-Jenness

SUMMARY:

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

SUGGESTED ACTION: Informational

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

FHS Club Report

1. BPA: Fall leadership conference in Fairmont next weekend for officers.
2. FCCLA: Making desserts for Booster Crab Feed on Monday. Halloween meeting tonight. Pie fundraiser starts back up at the end of the month.
3. FFA: Worked Chokecherry fest and sold food and metal signs. Worked home football game concessions and Sept. 29 Calf Sale concessions. Went to Fall Districts on Sept 17 in Roy and a Livestock competition in Sheridan, MT on Sept. 24. District Leadership School on Sept. 11 (many freshman went). COMING UP: NILE livestock competition in Billings. Nationals in Indianapolis Oct. 27-Nov. 3. John Deere Ag Expo in Bozeman on Nov. 14-16.
4. HOW Club: N/A
5. YPR Club: N/A
6. Key Club: Oct. 12 Pack the Place in Pink Shirts, Oct. 18 Trick or Treat for UNICEF, Oct. 28 Read and Feed at head start, Oct. 31 Trunk or Treat COMING UP: Art Center Fundraiser Nov. 9
7. Art Club: N/A
8. Outdoors Club: N/A
9. Spanish Club: First Club meeting was Oct. 9
10. Science Olympiad: N/A
11. Robotics: N/A
12. Graduation Matters: N/A
13. National Honor Society: N/A
14. F Club: Delivered posters to local businesses.
15. Speech and Drama: N/A
16. Student Council: Held a very successful Homecoming Week Nov. 30- Oct. 5.
17. Central Montana Youth Mentoring: First large group was Oct. 8. Mentees and mentors met up for the first time this year.
18. Astronomy Club: N/A
19. Youth Alive:
20. Ducks Unlimited: N/A
21. Skills USA: N/A
22. Gay-Straight Alliance: N/A
23. Model UN: N/A
24. Film Club: N/A
25. Tech Club:
26. Book Club:
27. IMPACT team: Looking to plan the first open mic for the year. Possible performers will be Daniel Thackeray on the oboe and Mr. Rummins.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

6

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

ITEM TITLE: REPORT—LEWISTOWN EDUCATION ASSOCIATION (LEA)

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

SUMMARY:

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

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

7

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

ITEM TITLE: PRESENTATION – SCOTT DUBBS, JR. HIGH SCHOOL PRINCIPAL—JR. HIGH SCHOOL STUDENT COUNCIL

Requested By: Board of Trustees **Prepared By:** Scott Dubbs

SUMMARY:

Scott Dubbs will present the 2019 -2020 Jr. High School Student Council Officers.

GGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

8

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

ITEM TITLE: PRESENTATION – DANNY WIRTZBERGER – L & C STUDENT COUNCIL

Requested By: Board of Trustees **Prepared By:** Danny Wirtzberger

SUMMARY:

Danny Wirtzberger will present the 2019 - 2020 Lewis and Clark Student Council Officers.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

09/09/2019

Agenda Item No.

9

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

ITEM TITLE: PRESENTATION - ELEMENTARY PRINCIPALS ATTENDED THE NATIONAL PRINCIPAL CONFERENCE HELD IN SPOKANE, WASHINGTON

Requested By: Board of Trustees **Prepared By:** Danny Wirtzberger, Matthew Ventresca, Matt Lewis

SUMMARY:

Danny Wirtzberger, Matthew Ventresca and Matt Lewis will present information from the National Principal Conference they attended in Spokane, WA on July 7 through July 9, 2019.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

10

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

ITEM TITLE: REPORT—COMMITTEES OF THE BOARD

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

SUMMARY:

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

Attached is the list for Standing Committees of the Board for the 2019-2020 School Year.

The Gaining Committee is in need of a 3rd member.

SUGGESTED ACTION: Informational Report

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

STANDING COMMITTEES OF THE BOARD
2019-2020 School Year

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Phil Koterba	Jeff Southworth	Jennifer Thompson	Stephen Vantassel	Monte Weeden
Building & Grounds	3	X		X				X
Insurance Risk Committee	2		X			X		
Transportation	3				X		X	X

OTHER COMMITTEES WITH BOARD REPRESENTATION
2019-2020 School Year

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Phil Koterba	Jeff Southworth	Jennifer Thompson	Stephen Vantassel	Monte Weeden
Activities	2	X			X			
Curriculum Committees:								
English Language Arts	1			X				
Health Insurance Program	2				X		X	
School Calendar	1	X						
Vocational Advisory Council	1						X	
Gaining	3		X				X	
Policy Review	3	X	X			X		
Assessment	2	X			X			

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

11

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

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

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

SUMMARY:

Title I Monitoring Tool

School Board Tours Schedule

Apology Letter and Donation

SUGGESTED ACTION:

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

☐ Minutes/Claims
☒ Superintendent's Report

☐ Board of Trustees
☐ Action - Consent

Agenda Item No.

12

☐ Action - In

ITEM TITLE: REPORT—INVESTMENT

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

SUMMARY:

Interest amounts for August 2019 are as follows:

Elementary	\$3,383.85
<u>High School</u>	<u>\$3,599.62</u>
Total	\$6,983.47

Interest amounts for September 2019 are as follows:

Elementary	\$4,187.86
<u>High School</u>	<u>\$4,246.20</u>
Total	\$8,434.06

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

13

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

ITEM TITLE: Superintendent Report

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

SUMMARY:

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

Official Enrollment #'s: K-6 = 662 (659), 7-8 = 187 (182), 9-12 = 306 (338) TOTAL = 1155 (1179)

Gaining Committee?

Grant Updates

Title I Audit and TEAMS Report

Annual Budget Audit

MTSS Update

MTSBA HR Workshop with Debra Silk

Electronic Fingerprinting/Background Check Quote

Flu Shot Clinics

Congrats – Caleb Myers – 4th in the State Golf

ALICE Training @ FHS – October 17-18; MCEL in Billings, October 16-18

ALL STATE Band & Choir @ Billings October 16-18

FHS Choir Concert – Tuesday, October 15 @ 7 pm, FCPA

CTA, Board and Facilities Committee Meeting – Wednesday, October 23 @ 7 a.m.

School Board Tour – Thursday, October 24 beginning with EOCM at 8:15 a.m.

End of 1st Quarter – Friday, October 25th...P/T Conferences November 6-7; No School Nov. 8

Red Ribbon Week – October 28 - November 1

ACE Standards Based Curriculum Training – October 28 (ELA) & October 29 (Math)

Home/Post Season Athletic Events:

October 18 -- Froshmore FB v. Custer Co. @ 3:30 p.m.

October 18 – FHS FB v. Custer Co. @ 7 p.m.

October 22 – FHS VB v. Billings Central @ 4 p.m.

October 26 – Cross Country STATE @ Great Falls

October 26 – JH WR – Lewistown Tourney

November 2 – FHS VB v. Dawson 1 p.m.

November 2 – FHS FB – 1st Round of Class 'A' Playoffs

November 7-9 – FHS VB – Divisional Tournament @ Havre

November 9 – FHS FB – Quarterfinals

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

LEWISTOWN PUBLIC SCHOOLS

Enrollment History

October 7, 2019

Grade	Fall 2007	Spring 2008	Fall 2008	Spring 2009	Fall 2009	Spring 2010	Fall 2010	Spring 2011	Fall 2011	Spring 2012	Fall 2012	Spring 2013	Fall 2013	Spring 2014	Fall 2014	Winter 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Fall 2018	Spring 2019	Fall 2020	Fall 2021 Projected
Kindergarten	94	92	92	95	73	72	85	86	98	98	87	89	98	101	97	96	95	111	112	109	108	96	101	104	102	96	95
1st Grade	107	103	91	91	89	90	72	74	82	84	95	97	85	86	95	95	95	83	85	100	97	109	105	95	89	97	96
2nd Grade	95	94	101	101	90	88	90	99	75	75	81	79	95	95	82	82	83	95	97	86	86	95	95	98	99	98	97
3rd Grade	95	95	97	96	99	99	82	81	99	99	72	75	82	83	94	96	94	84	85	91	89	92	90	90	92	96	98
4th Grade	96	92	93	95	93	94	102	101	85	83	103	104	73	74	75	77	78	98	99	87	87	94	93	94	92	95	96
5th Grade	86	88	89	87	96	97	92	94	99	94	82	86	101	101	78	79	79	79	80	101	99	89	88	93	90	90	95
6th Grade	93	92	92	87	86	86	89	90	95	99	97	97	84	80	98	97	96	83	87	74	73	101	100	89	87	90	90
7th Grade	110	109	91	90	89	92	90	94	93	94	100	101	91	94	79	81	82	104	99	80	77	78	79	106	105	80	90
8th Grade	108	110	105	106	77	78	93	93	90	90	90	90	103	103	98	98	94	87	89	93	93	77	77	79	77	107	80
9th Grade	111	109	106	107	103	98	79	79	95	91	88	89	89	90	98	98	97	102	103	88	87	92	92	76	78	70	107
10th Grade	108	104	108	105	100	98	97	97	81	74	94	91	88	87	89	87	88	97	95	92	91	81	81	96	95	75	70
11th Grade	104	102	96	99	105	106	100	100	93	85	78	76	85	82	85	83	80	88	83	94	88	91	87	80	76	85	75
12th Grade	99	99	101	101	94	93	102	97	96	95	88	88	73	73	82	81	81	81	79	78	78	85	83	85	84	76	85
K-6	Fall 2007	Spring 2008	Fall 2008	Spring 2009	Fall 2009	Spring 2010	Fall 2010	Spring 2011	Fall 2011	Spring 2012	Fall 2012	Spring 2013	Fall 2013	Spring 2014	Fall 2014	Winter 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2016	Fall 2017	Spring 2016	Fall 2018	Spring 2019	Fall 2020	Fall 2021 Projected
K-6	666	656	655	652	626	626	612	625	633	632	617	627	618	620	619	622	620	633	645	648	639	676	672	663	651	662	667
7-8	218	219	196	196	166	170	183	187	183	184	190	191	194	197	177	179	176	191	188	173	170	155	156	185	182	187	170
9-12	422	414	411	412	402	395	378	373	365	345	348	344	335	332	354	349	346	368	360	352	344	349	343	337	333	306	337
Grand Total	1306	1289	1262	1260	1194	1191	1173	1185	1181	1161	1155	1162	1147	1149	1150	1150	1142	1192	1193	1173	1153	1180	1171	1185	1166	1155	1174

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

14

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

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

Requested By: Board of Trustees Prepared By: _____

SUMMARY:

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

SUGGESTED ACTION:

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

15

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

ITEM TITLE: MINUTES

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the September 9, 2019 Regular Board Meeting
- Minutes of the September 18, 2019 Special Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM
215 Seventh Avenue South
Lewistown, Montana 59457

MONDAY, September 9, 2019

REGULAR BOARD MEETING

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

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL

TRUSTEES PRESENT:

Phil Koterba, Kris Birdwell, Monte Weeden

TRUSTEES ABSENT:

Jeff Southworth, CJ Bailey, Jennifer Thompson, Stephen Vantassel

STAFF PRESENT:

Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades, Luke Brandon—LEA President, Bobbie Atchison

OTHERS PRESENT:

Miriam Campan – Lewistown News Argus, Robert Pfund – KXLO Radio, Libbey Fried-Jenness – Student Representative, and other interested parties.

AGENDA CHANGES

3. MOTION TO SET AGENDA - Approved unanimously (Birdwell/Weeden)

PRESENTATIONS AND RECOGNITION OF GUESTS

4. Recognition – Introduction of New Teachers
New teachers for the 2019-20 school year were introduced to the Board.
5. Recognition – Fergus High School Student Council Officers & Foreign Exchange Students
Thom Peck presented the Student Council Officers and the Foreign Exchange Students attending school for the 2019-2020 school year.
6. Presentation – Elementary Principals attended the National Principals Conference
Presentation was moved to October Board Meeting.
7. Report—Student Representative
Libbey Fried-Jenness, Student Representative to the Board, reported on upcoming activities at Fergus High School.
8. Report – LEA
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
There were no committee meetings.
10. Calendar Items, Concerns, Correspondence, Etc.
Superintendent Peck shared various communications with the Board of Trustees.

SUPERINTENDENT'S REPORT

11. Report—Investment
Interest earned and distributed for July 2019 was \$4,437.72 in the

Elementary and \$3,678.75 in the High School for a total of \$8,116.47. Interest earned and distributed for August 2019 was not available.

12. Report—Superintendent

Superintendent Thom Peck reported on first day enrollment for the District and the number of Out of District students in the schools. Board Tours will take place in November. Board Members wanting to attend MCEL need to let Mr. Peck know if they plan to attend by September 20th. Pixalot cameras were installed and are now used to view games/events through NFHS Network. SRO, Zach Routzahn, is completing a vulnerability assessment throughout the District. The District Assessment committee is in the process of piloting different assessment software. Mr. Peck updated the Board on dates and events taking place throughout the District.

PUBLIC PARTICIPATION

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

ADJOURNMENT

The meeting was adjourned at 6:44 p.m (Thompson) due to a lack of quorum. Action items will be added to the September 18, 2019 Special Board Agenda. The next regular meeting will be held at 6:00 p.m. on Monday, October 14, 2019, at the Lincoln Board Room.

PHILLIP R. KOTERBA
BOARD CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room
215 Seventh Avenue South
Lewistown, Montana 59457

Wednesday, September 18, 2019

SPECIAL BOARD MEETING

CALL TO ORDER (6:30 A.M.)

1. **ROLL CALL**

TRUSTEES PRESENT:

Kris Birdwell, Jennifer Thompson, Stephen Vantassel (via phone), Monte Weeden, Jeff Southworth

TRUSTEES ABSENT:

Board Chair Phil Koterba, CJ Bailey,

STAFF PRESENT:

Superintendent Thom Peck, Business Manager Rebekah Rhoades, Danny Wirtzberger, Jason Fry, Tim Majerus, Matt Ventresca, Bobbie Atchison, Matt Lewis, Zach Routzahn, Jeff Friesen

OTHERS PRESENT:

Anthony Houtz, CTA Architects

2. **PLEDGE OF ALLEGIANCE**

The group recited the Pledge of Allegiance.

3. **MOTION TO SET AGENDA – Approved Unanimously (Birdwell/Weeden)**

PUBLIC PARTICIPATION

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

There was no public participation.

ACTION ITEMS

MINUTES

5. Minutes of the August 12, 2019, Regular Board Meeting
Minutes of the August 31, 2019, Special Board Meeting
– Approved unanimously (Weeden/Southworth)

APPROVAL OF CLAIMS

6. Claims -- the claims referenced in the 2019-2020 Bill Schedule and submitted through September 6, 2019, were approved unanimously (Birdwell/Weeden). The Finance Committee for October-December 2019 will be Board Chair Phil Koterba, Kris Birdwell, Jeff Southworth, and Monte Weeden.

INDIVIDUAL ITEMS

7. Approve First Reading – Board Policy 1425 – Abstentions from Voting – Approved unanimously (Birdwell/Southworth)
8. Approve First Reading – Board Policy 1512 – Conflict of Interest – Approve unanimously (Weeden/Southworth)
9. Approve First Reading – Board Policy 2100 – School Year Calendar and Day – Approve unanimously (Birdwell/Southworth)

10. Approve First Reading – Board Policy 4301 – Community Relations – Approve unanimously (Weeden/Southworth)
11. Approve First Reading – Board Policy 8425F – Service Animals in District Facilities – Approve unanimously (Southworth/Birdwell)
12. Approve Resolution to Restate and Amend the Lewistown Public Schools 403(b) Plan – Approve unanimously (Weeden/Southworth)
13. Approve Out-Of-District Student Attendance Agreement Requests for Placement inside/outside the Lewistown Public Schools – Approved unanimously (Birdwell/Weeden)
14. Approve Additions to the Substitute List for the 2019-2020 School Year with the addition of Michaela Olson – Approved unanimously (Southworth/Birdwell)
15. Approve Personnel Report – See Exhibit A – (Weeden/Southworth) – Approved 4 in favor, 1 abstain (Birdwell)

BOARD OF TRUSTEES

WORKSESSION

16. CTA Architects – Facilities Discussion
Anthony Houtz with CTA Architects facilitated a discussion on the facility assessment that was recently completed and options moving forward.

ADJOURNMENT

The meeting was adjourned at 8:56 a.m. (Thompson – unanimous).

JENNIFER THOMPSON
BOARD VICE CHAIR

REBEKAH RHOADES
BUSINESS MANAGER

EXHIBIT 'A'

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Wednesday, September 18, 2019

EMPLOYEE NAME	POSITION	LOCATION	RECOMMENDED ACTION	EFFECTIVE DATE	RECOMMENDED BY	COMMENTS
BIRDWELL, Misti	Volunteer Cross County Coach	Jr. High School		9/4/2019	Scott Dubbs	
CROUSE, Lee	Girls Basketball Coach	Jr. High School	Approve Out-Of-State travel for LJHS Girls Basketball team to Sheridan, WY	11/16/2019	Scott Dubbs	
DONALDSON, Matthew	Boys Basketball Coach	Jr. High School	Approve Out-Of-State travel for LJHS Boys Basketball team to Sheridan, WY	1/18/2020	Scott Dubbs	
KEPLER, Sean	Elementary Teacher	Jr. High School	Approve appointment on schedule - BA Step 4 (Actual Step 0) 0.625 FTE	8/19/2019	Scott Dubbs	Revised Contract
OLSON, Mikaela	Assistant Volleyball Coach	Jr. High School	Approve appointment on schedule - (.050 x \$34,404.00) \$1,720.20	8/19/2019	Scott Dubbs	Replace Nikki Casale
ORTMAN, Karl	Band Teacher	Fergus High School	Approve Out-Of-State Travel to attend Band Camp as Instructor, Winnipeg, Manitoba	10/28/19 thru 10/29/19	Tim Majerus	
ORTMAN, Lauren	Choralaires Advisor	Fergus High School	Approve appointment on schedule - (.040 x \$34,404.00) \$1,376.16	8/21/2019	Tim Majerus	
PHELPS, Rayna	Cheerleading Head Coach	Jr. High School	Approve appointment on schedule - (.030 x \$34,404.00) \$1,032.12	8/21/2019	Scott Dubbs	Replace Rachel Goodwin
SCHOLFIELD, Alex	Bus Driver	Transportation	Approve appointment on schedule - TRANS Step 0 for up to 4 hours per day for up to 170 days	9/11/2019	Rob Odermann	Replace Jodi Tombarge

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

16

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

ITEM TITLE: CLAIMS

Requested By: Board of Trustees Prepared By: LuAnn Schrauth

SUMMARY:

Approve claims paid through October 11, 2019, as approved by the Finance Committee.

Members of the Finance/Claims Committee for October-December 2019 include: Board Chair Phil Koterba, Kris Birdwell, Jeff Southworth, and Monte Weeden.

SUGGESTED ACTION: Approve Claims as Presented

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

17

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

ITEM TITLE: APPROVE AGREEMENT BETWEEN LEWISTOWN PUBLIC SCHOOLS AND THE CITY OF LEWISTOWN FOR 2019-2020

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

SUMMARY:

The Board of Trustees needs to approve the agreement between the Lewistown Public Schools and the City of Lewistown to define and describe the rights and obligations of the parties with respect to the operations of a recreational program for the 2019-2020 School Year.

SUGGESTED ACTION: Approve Agreement between Lewistown Public Schools and the City of Lewistown

☒ **Additional Information Attached** **Estimated cost/fund source** _____

NOTES:

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

**AGREEMENT BETWEEN THE CITY OF LEWISTOWN AND
SCHOOL DISTRICT NUMBER ONE FOR USE OF
RECREATION FACILITIES AND EQUIPMENT**

WHEREAS THIS AGREEMENT is made and entered into the date of the last signature hereto, by and between the CITY OF LEWISTOWN, hereinafter referred to as the CITY, and SCHOOL DISTRICT NO. ONE of Lewistown, Fergus County, Montana, hereinafter referred to as the SCHOOL, and is meant to define and describe the rights and obligations of the parties with respect to the operation of a recreational program for the **2019-2020** school year.

FACILITIES

The program may include, but shall not be limited to, the following kinds of recreational activities: basketball, volleyball, softball, soccer, floor hockey, superstars, badminton, snowshoeing, roller skating, cross country skiing and table tennis. Activities to take place at the Lewistown Civic Center or at any of the various outdoor city parks. The CITY hereby agrees that such facilities will be made available for use by the program participants and other school extracurricular activities, subject to scheduling parameters. In addition, activities may take place upon any property owned by the SCHOOL, provided, however, that such property or facilities are available for use and any such use is approved by the school.

SUPERVISION/OPERATION

Supervision and operation of the program shall include the following individuals and/or groups:

1. Activity Director. The Activity Director shall be an employee of the SCHOOL, and such person shall be responsible for overall program supervision.

2. Recreation Director. The Recreation Director shall be an employee of the CITY, and shall be responsible for supervision of the day-to-day operation of the program. The Recreation Director shall become involved in scheduling, budgeting and direct supervision of the Buildings and Grounds Supervisor.

3. Buildings & Grounds Supervisor. The Buildings & Grounds Supervisor shall be an employee of the SCHOOL and shall be responsible for scheduling and supervision of SCHOOL maintenance equipment.

BUDGET

The SCHOOL will be responsible for paying the sum of \$5,355.41 for the following items:

Rent	\$ 4,081.47
Recreation Director	\$ 519.45
Honorarium for Professional Assistance	\$ 309.22
Equipment	<u>\$ 445.27</u>
Total	\$ 5,355.41

The total amount shall be payable by the SCHOOL to the CITY upon execution of this Agreement. Thereupon, the CITY shall be responsible for administering payment of such funds in accordance with the items indicated above. The foregoing budget may be changed or modified by the parties in writing. In addition, the SCHOOL will provide maintenance equipment and operators as needed by the Recreational Director and approved by the Buildings and grounds Supervisor at a charge of \$26.00 per hour.

TERM

The term of this Agreement shall be for one year, commencing on July 1, 2019 and ending on June 30, 2020.

RELEASE/INDEMNIFICATION

Each party expressly agrees to release, hold harmless and indemnify the other party from any liability, claims, losses, or demands arising out of the acts or omissions of their own employees or agents, provided, however, that such released party or their employees or agents have not contributed to such claims, loss or demand.

Dated this 16th day of September 2019.

ATTEST:

CITY OF LEWISTOWN

NIKKI BRUMMOND, City Clerk

HOLLY PHELPS, City Manager

ATTEST:

SCHOOL DISTRICT NO. ONE

REBEKAH RHOADES, Board Clerk

PHIL KOTERBA, Board Chair

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

18

ITEM TITLE: APPROVE BUILDING USE AGREEMENT WITH JOB SERVICE

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

SUMMARY:

The Federal Government transfer of the Central Montana Education Center property on Airport Road from Montana State University – Northern to Lewistown Public Schools took place in August 2019. As a result, the District may now allow other educational providers to enter into a Building Use Agreement for their portion of the building (prorated by square footage utilized). This document has been reviewed by both MTSBA and Job Service Legal Staff. An Agreement with Providence was approved by the Board in June 2019, placing them in position of the primary occupant, so University of Providence will also need to sign off on this Agreement.

SUGGESTED ACTION: Approve Building Use Agreement with Job Service

☒ **Additional Information Attached**

NOTES:

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

AGREEMENT

THIS AGREEMENT #6693 is made and entered into by and between the Lewistown School District, (“the District”) University of Providence, (“the University”) and the Montana Job Service – Lewistown Office (“Job Service”).

WHEREAS, the District is the owner of the property identified as former BLM Lewistown Field Office, Lewistown, Montana; and

WHEREAS, the District leases the property to the University in accordance with terms of an Agreement executed on _____, 2019; and

WHEREAS, the application for transfer of the property identifies Job Service as an authorized occupant; and

WHEREAS, the terms of the Agreement between the University and the District authorize the University to assign portions of the property for use by Job Service.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, the parties hereto agree as follows:

1. **PREMISES:** The University agrees to permit the Job Service to use a portion of the District-owned property known as the former BLM Lewistown Field Office located at 773 Airport Road, Lewistown, Montana, 59457, in accordance with the terms and conditions of this Agreement. The portion property to be utilized by Job Service consists of the front desk, office #118, office #121, and shared areas (restroom facilities, entryway and lobby area near front desk and offices).

2. **TERM:** The term of this Agreement shall be for a period of 5 years, beginning on _____, 2019, and continuing through June 30, 2024. Renewal of this Agreement is not expected by either Party.

3. **CONSIDERATION:** In consideration for the use of said premises in accordance with the terms and conditions of this Agreement, the Job Service agrees to maintain required insurance coverage, pay for required maintenance and operating costs related to the portion of the premises utilized by Job Service as outlined in Exhibit A.

4. **USE OF PREMISES:** Any and all activities conducted on said premises shall conform and comply with all the Agreement between the University and District as well as District policies as well as all federal, state, and local laws, ordinances and regulations, including all non-discrimination laws. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) any hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

District Policies will be provided to Job Service upon request. Specific School District policies of note include prohibition of tobacco use, limitation of access to registered sex offenders, school building security and preservation of student privacy. Job Service agrees further to keep the premises in a clean, safe, and sanitary condition.

5. **RESPONSIBILITIES:** Job Service agrees to provide for the care of the interior space being occupied by the offices and areas of use by staff. Job Service's use or storage of gasoline, hazardous materials, or other flammable or explosive materials on the premises is prohibited. Job Service shall not change or alter any part of the premises, in any form, except with the written permission of the District. The building, placing, or constructing of any permanent structure or item by Job Service is prohibited. Any structural change which is not approved by the District in writing will be subject to removal at Job Service's expense.

Job Service is exclusively responsible for the following expenses it may incur as a result of use of its use of the premises: custodial services and supplies, post office box, internet, garbage and waste services, and telephone services.

Job Service is responsible for monitoring the premises for maintenance issues and report maintenance issues to the District. Any use of the premises by entities unaffiliated with Job Service, the University, or District or their assignees or sublessees will be in accordance with the District's facilities use policies. All use of the premises will be reported to the District by October 1 of each year to ensure full compliance with the federally required Utilization Report. Job Service shall be only liable for up to \$200 per month for building major maintenance.

6. **INSURANCE AND INDEMNITY:** Job Service and any assignees are obligated to provide insurance coverage for the contents of the building consisting of property, effects, documents, or possessions of Job Service or assignees, and the University and District shall not in any event be responsible for the loss of such property, effects, documents, or Job Service's possessions located on the premises except if such loss arises from the negligence or other wrongful act or omission of the University or District or their employees or agents. Job Service

and assignees shall provide insurance for coverage for the contents of the building owned by Job Service and assignees. Job Service and assignees shall provide for insurance coverage or be self-insured for comprehensive general liability in an amount of \$750,000 for each claim and \$1.5 million for each occurrence for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the negligent or other wrongful act or omission of its employees or agents while using the facility as described herein. Proof of insurance or self-insurance will be submitted to the District upon execution of this Agreement.

Subject to the applicable limitation of liability found in Mont. Code Ann. § 2-9-108, each party (indemnifying party) agrees to defend, indemnify and hold the other harmless from and against any and all claims, losses, liabilities or expenses, including without limitation attorneys' fees, which may arise, in whole or in part, out of (i) the negligence or willful misconduct of the indemnifying party, its employees and agents a , (ii) a breach by the indemnifying party of its material obligations under this Agreement, (iii) material violation of District policy, state law or federal law by Job Service or assignees.

Job Service and assignees shall maintain a workers' compensation insurance policy covering all employees while providing services on the premises in accordance with Title 39, chapter 71, MCA and other applicable provisions of Montana's Workers' Compensation Act. Job Service and assignees shall provide proof of such policy to District upon execution of the Agreement.

At not time during the term of this Agreement will University or the District's insurance policies be considered to cover acts or omissions by Job Service or assignees. All insurance policies required by this Paragraph must remain valid for the entire term of the Agreement. Job Service and assignees must promptly notify University and District of any lapse in coverage. Job

Service and assignees will not provide services on the premises in the event any insurance coverage lapses. period. Failure to honor the terms of this Paragraph is grounds for termination of the Agreement.

7. **ASSIGNMENT**: Job Service is not authorized to sublet any portion of the property without first obtaining the District's prior written consent.

8. **CHANGES**: University and Job Service may, at any time by written notice, request to negotiate changes to the Agreement.

9. **STATUS**: This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of any or all of the parties.

10. **TERMINATION**: This Agreement will terminate upon expiration of the Agreement in Paragraph 2. Each Party shall have the right to terminate this Agreement upon one year's written notice submitted to the other Party. Each Party shall have the right to terminate this Agreement if any other Party is in default of any material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from a non-defaulting Party specifying such default. Job Service may also terminate this Agreement by giving the other parties 30 days' written notice if funds are not made available to continue Job Service's performance under this Agreement.

11. **RETURN OF PROPERTY**: Upon the expiration or earlier termination of this Agreement, Job Service shall deliver promptly to the District all property relating to the business and work of the District. Such property shall include but not be limited to all keys and other District-owned property. Upon termination of the Agreement, Job Service shall return the

premises to the same condition in which it was received, ordinary wear and tear excepted, and free of Job Service's personal property, trash, and debris.

After five (5) days following Job Service's surrender of the premises or termination of Agreement in any manner except by court order, and if the District reasonably believes that Job Service has abandoned any personal property remaining on the premises, the District may remove the property to a place for safekeeping, and take any steps reasonable and proper under Montana law. The District shall be entitled to reimbursement from Job Service for actual costs of storage and safekeeping of the property.

12. **NOTICES**: All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or codified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

13. **SIGNAGE**: Any signage to be installed by Job Service must be first approved in writing by the School District Superintendent.

14. **PARTY REPRESENTATIVES**: Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The District's address for purpose of receiving demand or notice is Lewistown Public Schools, 215 7th Avenue South, Lewistown, MT 59457.

The District's representative for purposes under this lease is Rebekah Rhoades, telephone (406) 535-8777, e-mail address: rrhoades@lewistown.k12.mt.us.

The University's address for purpose of receiving demand or notice is Office of the President, University of Providence, 1301 20th Street S, Great Falls, MT 59405.

The University's representative for purposes under this lease is Very. Rev. Oliver J. Doyle, telephone (406) 791-5300, e-mail address: Oliver.Doyle@uprovidence.edu.

The Department's address for the purpose of receiving notice is Montana Department of Labor and Industry, Workforce Services Division, P.O. Box 1728, Helena, Montana, 59620.

The Department's representative for purposes under this lease is Leslie Waldbauer, telephone (406) 444-2622, e-mail address: lwaldbauer@mt.gov.

If any party changes its address or contact person, it must notify the other parties in writing at the addresses provided in this section.

15. **ENTIRE AGREEMENT; MODIFICATION**: This Agreement contains the entire agreement between the parties, and may not be altered, modified, or amended, except by written agreement signed by the authorized representatives of the respective parties. Time is of the essence to the terms of this Agreement.

16. **PARTIAL INVALIDITY**: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in a manner.

17. **CONSTRUCTION AND JURISDICTION:** This Agreement shall be construed under the laws of the State of Montana, and the parties agree that the state district courts of the State of Montana shall have personal jurisdiction over the parties in relation to any claim or cause of action arising from or related to the provisions hereof, including, but not limited to, any action for breach or enforcement of the terms and conditions of this Agreement. . The District's failure to require strict compliance with the conditions of this Agreement or to exercise any right provided, shall not be deemed a waiver of such default, nor limit the District's rights with respect to that or other default.

18. **ACCESS TO RECORDS:** Pursuant to Mont. Code Ann. § 18-1-118, the State Legislative Auditor shall have reasonable access to the records of the District and the University to determine whether the Parties have complied with the terms of the Agreement.

IN WITNESS WHEREOF:

LEWISTOWN SCHOOL DISTRICT

By: _____
Chair, Board of Trustees

Date: _____

UNIVERSITY OF PROVIDENCE

By: _____
Authorized Representative

Date: _____

JOB SERVICE

By: _____

Galen Hollenbaugh, Commissioner

Date

Department of Labor and Industry

By: _____

Garett M. Bacon, Leasing Officer

Date

Department of Administration, General Services Division

By: _____

Mike Manion, Chief Legal Counsel

Date

Department of Administration

By: _____

Tom Livers

Date

OBPP Director/Designee

By: _____

John Lewis, Director

Date

Department of Administration

EXHIBIT 'A'

ESTIMATED EXPENSES FOR THE EDUCATION CENTER IN LEWISTOWN: **13,326 SQ FT CLASSROOM BUILDING**

JOB SERVICE PORTION = 1598 SQ FT (12% OF PRORATED EXPENSES)

JOB SERVICE RESPONSIBILITY (WILL NEED TO COORDINATE WITH UNIVERSITY OF PROVIDENCE):

CUSTODIAL SUPPLIES
CUSTODIAL SERVICES (WOULD INCLUDE MOWING LAWN)
POST OFFICE BOX
INTERNET/PHONE
WASTE SERVICES

DISTRICT RESPONSIBILITY TO BILL MONTHLY (WILL BILL PROVIDENCE/JOB SERVICE/OTHER ENTITIES MONTHLY ON A PRORATED BASIS):

INSURANCE = \$3,100/YR = \$258/MO
STREET MAINTENANCE TAXES = \$2,200/YR = \$184/MO
CITY WATER AND SEWER CLASSROOM BUILDING = \$1,500/YR = \$125/MO
IRRIGATION FOR LAWN SPRINKLERS = \$650/YR = \$55/MO
GAS/ELECTRIC = \$20,000/YR = \$1,667/MO (UNABLE TO GET ACTUAL FIGURES FROM NORTHWEST ENERGY, AMOUNT BASED ON COSTS FOR A SIMILAR BUILDING IN THE DISTRICT)
SNOW PLOW LOT = \$2,500/YR = \$209/MO (DEPENDS ON WINTER)
LAWN FERTILIZER/WEED KILLER (NUTRALAWN) = \$215/YR = \$18/MO
SPRINKLER SYSTEM MAINTENANCE = \$145/YR = \$12/MO
FIRE EXTINGUISHER INSPECTION = \$150/YR = \$13/MO
KENCO SECURITY & ALARM INSPECTION = \$400/YR = \$34/MO
ELEVATOR SERVICE/REPAIRS = \$2,000 = \$167/MO (UNABLE TO GET ACTUAL FIGURES, AMOUNT BASED ON COSTS FOR A SIMILAR ELEVATOR IN THE DISTRICT)

MONTHLY FEE NOT PRORATED

MAJOR MAINTENANCE FEE = \$2,400/YR = \$200/MO (MONTANA JOB SERVICE)

ALL AMOUNTS ARE **APPROXIMATE** AND BASED ON PREVIOUS YEAR'S BILLS. WHERE NOTED, THE SCHOOL DISTRICT DID NOT HAVE ACCESS TO PREVIOUS YEAR'S BILLS AND *ESTIMATED* COSTS ARE USED OR THE AMOUNTS ARE LEFT UNKNOWN. THIS IS NOT MEANT TO BE AN ALL INCLUSIVE LIST OF ROUTINE EXPENSES. THE UNIVERSITY, JOB SERVICE AND ANY OTHER ENTITIES IN THE BUILDING WILL BE BILLED MONTHLY FOR ACTUAL COSTS INCURRED IN ADDITION TO THE MAJOR MAINTENANCE FEE.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

19

ITEM TITLE: APPROVE BUILDING USE AGREEMENT WITH THE WORKFORCE DEVELOPMENT BOARD

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

SUMMARY:

The Federal Government transfer of the Central Montana Education Center property on Airport Road from Montana State University – Northern to Lewistown Public Schools took place in August 2019. As a result, the District may now allow other educational providers to enter into a Building Use Agreement for their portion of the building (prorated by square footage utilized). This document has been reviewed by both MTSBA and the Workforce Development Executive Board. An Agreement with Providence was approved by the Board in June 2019, placing them in position of the primary occupant, so University of Providence will also need to sign off on this Agreement.

SUGGESTED ACTION: Approve Building Use Agreement with Workforce Development Board

☒ **Additional Information Attached**

NOTES:

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

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Lewistown School District, (“the District”) University of Providence, (“the University”) and the Workforce Development Board (“WDB”).

WHEREAS, the District is the owner of the property identified as former BLM Lewistown Field Office, Lewistown, Montana; and

WHEREAS, the District leases the property to the University in accordance with terms of an Agreement executed on _____, 2019; and

WHEREAS, the application for transfer of the property identifies WDB as an authorized occupant; and

WHEREAS, the terms of the Agreement between the University and the District authorize the University to assign portions of the property for use by WDB.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, the parties hereto agree as follows:

1. **PREMISES**: The University agrees to permit the WDB to use a portion of the District-owned property known as the former BLM Lewistown Field Office located at 773 Airport Road, Lewistown, Montana, 59457, in accordance with the terms and conditions of this Agreement. The portion of the property to be utilized by WDB consists of the Office #122 and shared areas (restroom facilities, entryway and lobby area near front desk).

2. **TERM:** The term of this Agreement shall be for a period of 5 years, beginning on September 1, 2019, and continuing through June 30, 2024. Renewal of this Agreement is not expected by either Party.

3. **CONSIDERATION:** In consideration for the use of said premises in accordance with the terms and conditions of this Agreement, the WDB agrees to maintain required insurance coverage, pay for required maintenance and operating costs related to the portion of the premises utilized by WDB as outlined in Exhibit A.

4. **USE OF PREMISES:** Any and all activities conducted on said premises shall conform and comply with all the Agreement between the University and District as well as District policies as well as all federal, state, and local laws, ordinances and regulations, including all non-discrimination laws. District Policies will be provided to WDB upon request. Specific School District policies of note include prohibition of tobacco use, limitation of access to registered sex offenders, school building security and preservation of student privacy. WDB agrees further to keep the premises in a clean, safe, and sanitary condition.

5. **RESPONSIBILITIES:** WDB agrees to provide for the care of the interior space being occupied by the offices and areas of use by staff. WDB's use or storage of gasoline, hazardous materials, or other flammable or explosive materials on the premises is prohibited. WDB shall not change or alter any part of the Premises, in any form, except with the written permission of the District. The building, placing, or constructing of any permanent structure or item by WDB is prohibited. Any structural change which is not approved by the District in writing will be subject to removal at WDB's expense.

WDB is exclusively responsible for the following expenses it may incur as a result of use of its use of the premises: custodial services and supplies, post office box, internet, garbage and waste services, and telephone services.

WDB is responsible for monitoring the premises for maintenance issues and report maintenance issues to the District. Any use of the premises by entities unaffiliated with WDB, the University, or District or their assignees or sublessees will be in accordance with the District's facilities use policies. All use of the premises will be reported to the District by October 1 of each year to ensure full compliance with the federally required Utilization Report.

6. **INSURANCE AND INDEMNITY:** WDB and any assignees are obligated to provide insurance coverage for the contents of the building consisting of property, effects, documents, or possessions of WDB or assignees, and the University and District shall not in any event be responsible for the loss of such property, effects, documents, or WDB's possessions located on the premises. WDB and assignees shall provide for a five hundred thousand (\$500,000) insurance policy for coverage for the contents of the building owned by WDB and assignees. WDB and assignees shall provide for insurance coverage for comprehensive general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The policies shall name the District as an additional insured. Proof of insurance will be submitted to the District upon execution of this Agreement.

WDB and assignees agree to defend, indemnify and hold the University and District harmless from and against any and all claims, losses, liabilities or expenses, including without limitation attorneys' fees, which may arise, in whole or in part, out of (i) the negligence or willful misconduct of WDB, its employees, assignees or agents, (ii) a breach by WDB or assignees of its

obligations under this Agreement, (iii) violation of District policy, state law or federal law by WDB or assignees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

WDB and assignees shall maintain a workers' compensation insurance policy covering all employees while providing services on the premises in accordance with Title 39, chapter 71, MCA and other applicable provisions of Montana's Workers' Compensation Act. WDB and assignees shall provide proof of such policy to District upon execution of the Agreement.

At not time during the term of this Agreement will University or District's insurance policies be considered to cover acts or omissions by WDB or assignees. All insurance policies required by this Paragraph must remain valid for the entire term of the Agreement. WDB and assignees must promptly notify University and District of any lapse in coverage. WDB and assignees will not provide services on the premises in the event any insurance coverage lapses. period. Failure to honor the terms of this Paragraph is grounds for termination of the Agreement.

7. **ASSIGNMENT**: WDB is not authorized to sublet any portion of the property.

8. **CHANGES**: University and WDB may, at any time by written order, request to negotiate changes to the agreement.

9. **STATUS**: This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of any or all of the parties.

10. **TERMINATION**: This Agreement will terminate upon expiration of the Agreement in Paragraph 2. Each Party shall have the right to terminate this Agreement upon 180 day's written notice submitted to the other Party. Each Party shall have the right to terminate this Agreement if

any other Party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from a non-defaulting Party specifying such default.

11. **RETURN OF PROPERTY**: Upon the expiration or earlier termination of this Agreement, WDB shall deliver promptly to the District all property relating to the business and work of the District. Such property shall include but not be limited to all keys and other District-owned property. Upon termination of the Agreement, WDB shall return Premises to the same condition in which it was received, ordinary wear and tear excepted, and free of WDB's personal property, trash, and debris.

After five (5) days following WDB's surrender of the Premises or termination of Agreement in any manner except by court order, and if the District reasonably believes that WDB has abandoned any personal property remaining on the Premises, the District may remove the property to a place for safekeeping, and take any steps reasonable and proper under Montana law. The District shall be entitled to reimbursement from WDB for actual costs of storage and safekeeping of the property.

12. **NOTICES**: All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or codified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

13. **SIGNAGE**: Any signage to be installed by WDB must be first approved in writing by the School District Superintendent.

14. **PARTY REPRESENTATIVES:** The positions or persons noted shall serve as representatives for communication between the Parties regarding this Agreement. Rebekah Rhoades shall serve as the School District representative for purposes of communication under this Agreement. Diane Oldenburg shall serve as WDB representative for purposes of communication under this Agreement.

15. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement contains the entire agreement between the parties, and may not be altered, modified, or amended, except by written agreement signed by the authorized representatives of the respective parties. Time is of the essence to the terms of this Agreement.

16. **PARTIAL INVALIDITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in a manner.

17. **CONSTRUCTION AND JURISDICTION:** This Agreement shall be construed under the laws of the State of Montana, and the parties agree that the courts of the State of Montana shall have personal jurisdiction over the parties in relation to any claim or cause of action arising from or related to the provisions hereof, including, but not limited to, any action for breach or enforcement of the terms and conditions of this Agreement. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court. The District's failure to require strict compliance with the conditions of this Agreement or to exercise any right provided, shall not be deemed a waiver of such default, nor limit the District's rights with respect to that or other default.

IN WITNESS WHEREOF:

LEWISTOWN SCHOOL DISTRICT

By: _____
Chair, Board of Trustees

Date: _____

UNIVERSITY OF PROVIDENCE

By: _____
Authorized Representative

Date: _____

WORKFORCE DEVELOPMENT BOARD (EXECUTIVE BOARD)

By: _____
Board Chair

Date: _____

By: _____
Board Vice Chair

Date: _____

By: _____
Board Secretary/Treasurer

Date: _____

EXHIBIT 'A'

ESTIMATED EXPENSES FOR THE EDUCATION CENTER IN LEWISTOWN: **13,326 SQ FT CLASSROOM BUILDING**

WORKFORCE DEVELOPMENT BOARD PORTION = 113 SQ FT (1% OF PRORATED EXPENSES)

WORKFORCE DEVELOPMENT BOARD RESPONSIBILITY (WILL NEED TO COORDINATE WITH UNIVERSITY OF PROVIDENCE):

CUSTODIAL SUPPLIES
CUSTODIAL SERVICES (WOULD INCLUDE MOWING LAWN)
POST OFFICE BOX
INTERNET/PHONE
WASTE SERVICES

DISTRICT RESPONSIBILITY TO BILL MONTHLY (WILL BILL PROVIDENCE/WORKFORCE DEVELOPMENT BOARD/OTHER ENTITIES MONTHLY ON A PRORATED BASIS):

INSURANCE = \$3,100/YR = \$258/MO
STREET MAINTENANCE TAXES = \$2,200/YR = \$184/MO
CITY WATER AND SEWER CLASSROOM BUILDING = \$1,500/YR = \$125/MO
IRRIGATION FOR LAWN SPRINKLERS = \$650/YR = \$55/MO
GAS/ELECTRIC = \$20,000/YR = \$1,667/MO (UNABLE TO GET ACTUAL FIGURES FROM NORTHWEST ENERGY, AMOUNT BASED ON COSTS FOR A SIMILAR BUILDING IN THE DISTRICT)
SNOW PLOW LOT = \$2,500/YR = \$209/MO (DEPENDS ON WINTER)
LAWN FERTILIZER/WEED KILLER (NUTRALAWN) = \$215/YR = \$18/MO
SPRINKLER SYSTEM MAINTENANCE = \$145/YR = \$12/MO
FIRE EXTINGUISHER INSPECTION = \$150/YR = \$13/MO
KENCO SECURITY & ALARM INSPECTION = \$400/YR = \$34/MO
ELEVATOR SERVICE/REPAIRS = \$2,000 = \$167/MO (UNABLE TO GET ACTUAL FIGURES, AMOUNT BASED ON COSTS FOR A SIMILAR ELEVATOR IN THE DISTRICT)

MONTHLY FEE NOT PRORATED

MAJOR MAINTENANCE FEE = \$600/YR = \$50/MO (WORKFORCE DEVELOPMENT BOARD)

ALL AMOUNTS ARE **APPROXIMATE** AND BASED ON PREVIOUS YEAR'S BILLS. WHERE NOTED, THE SCHOOL DISTRICT DID NOT HAVE ACCESS TO PREVIOUS YEAR'S BILLS AND *ESTIMATED* COSTS ARE USED OR THE AMOUNTS ARE LEFT UNKNOWN. THIS IS NOT MEANT TO BE AN ALL INCLUSIVE LIST OF ROUTINE EXPENSES. THE UNIVERSITY, WORKFORCE DEVELOPMENT BOARD AND ANY OTHER ENTITIES IN THE BUILDING WILL BE BILLED MONTHLY FOR ACTUAL COSTS INCURRED IN ADDITION TO THE MAJOR MAINTENANCE FEE.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

20

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

ITEM TITLE: APPROVE DISPOSAL/DESTRUCTION OF DOCUMENTS PER THE STATE RECORD RETENTION SCHEDULE

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

SUMMARY:

The Board of Trustees need to approve the disposal/destruction of documents that have met the State record retention requirements.

SUGGESTED ACTION: Approve Disposal/Destruction of Documents per the State Record Retention Schedule

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. #5

PAGE 1 OF 2 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

LEWISTOWN PUBLIC SCHOOLS
215 7TH AVE SOUTH
LEWISTOWN, MT 59457

2. AGENCY CONTACT:

NAME: REBEKAH RHOADES

PHONE #: 406-535-8777 EMAIL:rrhoades@lewistown.k12.mt.us

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ Delete ☐ Incinerate ☒ Shred as Classified ☐ Toss without Restriction

☐ Other: Explain

4. **SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society. *Reviewed by UHS, & released for disposal.*

SIGNATURE:

NAME AND TITLE:

DATE:

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
7	6	SDR111-1 ANNUAL AUDIT REPORTS	3 YR	1963- 2014	1	
7	1	SDRIII-1 A 101 COUNTY TREASURER RECEIPTS	8 YEAR	2008- 2011	1	
7	2	SDRXII-1 BANK STATEMENTS	8 YEAR	2010- 2011	1	
7	2	DSRXI-1BIDS AND CONTRACTS	8	1961- 1989	1	
7	28	SDRIII-2 COUNTY TREASURER MONTHLY CASH REPORT	8	2010- 2011	1	
7	29	SDRIII-2 COUNTY TREASURER MONTHLY RECONCILEMENT	8	2010- 2011	1	
7	30	SDRIII-2 COUNTY TREASURER OUTSTANDING WARRENTS	8	2010- 2011	1	
7	31	SDRIII-2 COUNTY TREASURER REVENUE / EXPENDITURE AND BALANCE SHEETS	8	2010- 2011	1	

6. **DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Date:

7. **DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

Signature:	
------------	--

5. LIST OF RECORD SERIES-CONTINUED

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

[illegible]

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. FERGUS HIGH SCHOOL ACTIVITIES #1

PAGE 1 OF 2 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

LEWISTOWN PUBLIC SCHOOLS

215 7th Ave South

Lewistown, MT 59457

2. AGENCY CONTACT:

NAME: REBEKAH RHOADES

PHONE #: 406-535-8777 EMAIL:rrhoades@lewistown.k12.mt.us

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ Delete

☐ Incinerate

☒ Shred as Classified

☐ Toss without Restriction

☐ Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or Offer to the State Historical Society Archives has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society.

SIGNATURE:

NAME AND TITLE: *State Archives*

DATE: *9/25/19*

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
7	2	SDRXII-1 BANK DEPOSIT RECEIPTS	8 YEARS	1999- 2011	1	
7	2	SDRXII-1 BANK STATEMENTS	8 YEARS	2002- 2005	1	
7	3	SDRXII-1 CLAIMS AND/OR VOUCHERS- FH ACTIVITIES	8 YEARS	2000- 2011	1	
7	1B	SDRIV-1 GENERAL RECORDS - CORRESPONDENCE	NO LONGER NEEDED	1987- 1994, 2005-06	1	
7	2	SDRXI-1 PURCHASING RECORDS - BIDS AND CONTRACTS	8 YEARS	1976-88	1	
7	X	SDRX-2 ACCIDENT REPORTS	3 YR AFTER MATURITY	1983- 1993	1	
7	X	SDRX-2 PUPIL AND INSTRUCTION RECORDS- ATHLETIC RECORDS	8 YEARS	1980-83, 2002- 2011	1	
7	X	SDRX - 2 ABSENCE SLIPS	3 YEARS	2013-14- 2015-16	1	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Date:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

Signature:	
------------	--

5. LIST OF RECORD SERIES-CONTINUED
NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

[illegible]

RECORDS DESTRUCTION DOCUMENT (RM88)		NO. SCHOOL DISTRICT #14	
		PAGE 1 OF 2 PAGES	
1. AGENCY NAME AND DIVISION/PROGRAM: LEWISTOWN PUBLIC SCHOOLS 215 7 TH AVE SOUTH LEWISTOWN, MT 59457		2. AGENCY CONTACT: NAME: REBEKAH RHOADES PHONE #: 406-535-8777 EMAIL:rrhoades@lewistown.k12.mt.us	
3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one). <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Delete <input type="checkbox"/> Incinerate <input checked="" type="checkbox"/> Shred as Classified <input type="checkbox"/> Toss without Restriction </div> <input type="checkbox"/> Other: Explain			
4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or Offer to the State Historical Society Archives has been fully justified, and that further retention is not required for any litigation pending or imminent. <u>Documentation attached from Historical Society.</u> → <i>Offered to MHS, reviewed & declined. 9/30/19</i> SIGNATURE: NAME AND TITLE: DATE:			
5. LIST OF RECORD SERIES NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.			
a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years e. Inclusive Dates f. Volume in Cubic Feet g. Disposition Action and Date completed after Authorization
7	6	PARENT OR INDIVIDUAL TRANSPORATION CONTRACTS	8 yr 1955-62 .08
7	13	RIDERSHIP COUNT LIST FORM TR-2	5 yr 1955-62 .08
7	7	SCHOOL BUS INSPECTION TR-13	5 Yr 1955-62 .08
7	2	BUS TRANSPORATION INSPECTION TR-13	5 1955-62 .08
7	22	CLAIMS	8 1955-62 .08
7	31	COUNTY TREASURERS STATEMENT OF REVENUE/EXP AND BALANCE SHEET	8 1955-62 .08
7	66	TUITION CLAIM (INVOICE) FOR NON- RESIDENTS	8 1955-62 .08
7	43	GENERAL LEDGER/GENERAL JOURNAL/ALL FUNDS	8 1955-62 .08
6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated. Custodian/Records Manager Name: Date: Signature:		7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g. Name and Title: Signature:	

5. LIST OF RECORD SERIES-CONTINUED

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a.	b.	c.	d.	e.	f.	g.
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[illegible]

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

21

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

ITEM TITLE: SECOND READING—BOARD POLICY #1425 –ABSTENTIONS FROM VOTING

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees needs to approve the second reading of the revision of Board Policy # 1425 –Abstentions from voting of said policy.

Information being deleted from this policy has been marked with a ~~strike through~~; information being added has been highlighted.

Removed specific references to situations where abstentions are permitted that are otherwise inconsistent with state law.

SUGGESTED ACTION: Approve Revision of Board Policy

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

Lewistown School District

THE BOARD OF TRUSTEES

1425

Abstentions from Voting

Subject to the requirements and limitations set forth in Policies 1511 and 1512, 20-3-323(2), MCA, requires the minutes of each Board meeting to include the voting records of each trustee present. As a general rule of thumb, trustees should vote on all issues, unless casting a vote would be a violation of law. ~~In accordance with Montana law, there are instances in which it would be unlawful or inappropriate for a trustee to cast a vote on a particular issue, including, but not necessarily limited to, the following:~~

- ~~1. When hiring the relative of a trustee;~~
- ~~2. When casting a vote would directly and substantially affect, to its economic benefit, a business or other undertaking in which the trustee either has a substantial financial interest or in which the trustee is engaged as counsel, consultant, representative, or agent;~~
- ~~3. When casting a vote would directly and substantially affect a business or other undertaking to its economic detriment, where a trustee has a substantial personal interest in a competing firm or undertaking;~~
- ~~4. When casting a vote would cause a trustee to have a pecuniary interest, either directly or indirectly, in a contract made by the trustee (while acting in the trustee's official capacity) or by the Board;~~
- ~~5. When casting a vote would put the trustee in the position of an agent or solicitor in the sale or supply of goods or services to the District.~~

~~In addition, a trustee shall be allowed to abstain from voting in order to avoid the appearance of impropriety or the appearance of a perceived conflict. If a trustee abstains from voting, the abstention should be recorded in the minutes and may include an explanation of the reasons for the abstention. The Board discourages abstentions, unless the reasons are substantiated as provided herein.~~

Legal Reference:	20-3-323, MCA	District policy and record of acts
	2-2-121, MCA	Rules of conduct for public officers and public employees
	2-2-105, MCA	Ethical requirements for public officers and public employees
	20-9-204, MCA	Conflicts of interests, letting contracts, and calling for bids
	20-1-201, MCA	School officers not to act as agents

Policy History:

Adopted on: June 28, 2004

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

22

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

ITEM TITLE: SECOND READING—BOARD POLICY #1512 –CONFLICT OF INTEREST

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees needs to approve the second reading of the revision of Board Policy #1512 –Conflict of Interest of said policy.

Information being deleted from this policy has been marked with a ~~strike through~~; information being added has been highlighted.

SUGGESTED ACTION: Approve Revision of Board Policy

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

Lewistown School District

THE BOARD OF TRUSTEES

1512

Conflict of Interest

A trustee may not:

1. engage in a substantial financial transaction for the trustee=s private business purpose, with a person whom the trustee inspects or supervises in the course of official duties.
2. perform an official act directly and substantially affecting, to its economic benefit, a business or other undertaking in which the trustee either has a substantial financial interest or is engaged as counsel, consultant, representative or agent.
3. act as an agent or solicitor in the sale or supply of goods or services to a district.
4. have a pecuniary interest, directly or indirectly, in any contract made by the Board, when the trustee has more than a ten percent (10%) interest in the corporation. A contract does not include: 1) merchandise sold to the highest bidder at public auctions; 2) investments or deposits in financial institutions which are in the business of loaning or receiving money, when such investments or deposits are made on a rotating or ratable basis among financial institutions in the community or when there is only one (1) financial institution in the community; or 3) contracts for professional services other than salaried services or for maintenance or repair services or supplies when the services or supplies are not reasonably available from other sources, if the interest of any Board member and a determination of such lack of availability are entered in the minutes of the Board meeting at which the contract is considered.
5. be employed in any capacity by the District.
6. perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when the officer or employee has a substantial personal interest in a competing firm for undertaking.
7. perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which the officer or employee either has a substantial financial interest or is engaged as counsel, consultant, representative or agent.
8. appoint to a position of trust or emolument any person related or connected by consanguinity within the fourth (4th) degree or by affinity within the second (2nd) degree.
 - a. This prohibition does not apply to the issuance of an employment contract to a person as a substitute teacher who is not employed as a substitute teacher for more than thirty (30) consecutive school days.
 - b. This prohibition does not apply to the renewal of an employment contract of a person who was initially hired before the Board member to whom he/she is

related assumed the position.

- c. This prohibition does not apply if the trustees comply with the following requirements: 1) All trustees, except the trustee related to the person to be employed or appointed, vote to employ the related person; 2) the trustee related to the person to be employed abstains from voting; and 3) the trustees give fifteen (15) days written notice of the time and place of their intended action in a newspaper of general circulation in the county where the school is located.

Degrees of Affinity

Affinity is the legal relationship arising as the result of marriage. Relationship by affinity terminates upon the death of one of the spouses or other dissolution of marriage, except when the marriage has resulted in issue still living.

Degrees of Consanguinity

			4 Great Great Grandparent						
		3 Great Grandparent		5 Great Great Uncle					
	2 Grandparent		4 Great Uncle		6 Child of Great Uncle				
1 Parent		3 Uncle		5 Child of GG Uncle		7 Child of GG Uncle			
								Grandchild of GG Uncle	
Appointing Power									
	2 Brother		4 1 st Cousin		6 2 nd Cousin			8 3 rd Cousin	
		3 Nephew		5 1 st Cousin once removed		7 2 nd Cousin removed		once removed	
1 Child									
	2 Grandchild		4 Grand Nephew		6 1 st Cousin twice removed				
		3 Great Grandchild		5 Great Grand Nephew					
			4 Great Great Grandchild						

Degrees of Affinity

				3 Great Grandfather-in-law	
		2 Grandfather-in-law			
	1 Father-in-law			3 Uncle-in-law	
Spouse of Appointing Power		2 Brother-in-law			
	1 Step Child			3 Nephew-in-law	
		2 Step Grandchild			
				3 Step Great Grandchild	

Cross Reference: 1425 Abstentions from Voting
1511 Code of Ethics for School Board Members

Legal Reference:	2-2-302, MCA	Appointment of relative to office of trust or emolument unlawful B exceptions B publication of notice
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Policy History:

Adopted on: June 28, 2004

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

23

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

ITEM TITLE: SECOND READING—REVISION OF BOARD POLICY #2100 – SCHOOL YEAR CALENDAR AND DAY

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

SUMMARY:

The Board of Trustees needs to approve the second reading of the revision of Board Policy # 2100 –School Year Calendar and Day and consider adoption of said policy.

Information being deleted from this policy has been marked with a ~~strike through~~; information being added has been highlighted.

Clarify “School Fiscal Year” section to reflect state law

SUGGESTED ACTION: Approve Revision of Board Policy

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

Lewistown School District

INSTRUCTION

2100

School Year Calendar and Day

School Calendar

Subject to 20-1-301 and 20-1-308, MCA, and any applicable collective bargaining agreement covering the employment of affected employees, the trustees of a school district shall set the number of days in a school term, length of the school day, and the number of school days in a school week. When proposing to adopt changes to a previously adopted school term, school week, or school day, the trustee shall: (a) negotiate the changes with the recognized collective bargaining unit representing the employees affected by the changes; (b) solicit input from the employees affected by the changes but not represented by a collective bargaining agreement; (c) and from the people who live within the boundaries of the school district.

Commemorative Holidays

The teachers and students shall devote a portion of the day on each commemorative holiday designated in ' 20-1-306, MCA, to study and honor the commemorated person or occasion. The Board may, from time to time, designate a regular school day as a commemorative holiday.

School Fiscal Year

At least the minimum number of aggregate hours must be conducted during each school fiscal year. The minimum aggregate hours required by grade are:

- (a) A minimum of 360 aggregate hours for kindergarten program;
- (b) 720 hours for grades 1 through 3;
- (c) 1,080 hours for grades 4 through 12; and
- (d) 1,050 hours may be sufficient for graduating seniors.

The minimum aggregate hours, described above, are not required for any pupil demonstrating proficiency pursuant to 20-9-311(4)(d), MCA.

In addition, seven (7) pupil instruction-related days may be scheduled for the following purposes:

- 1. Pre-school staff orientation (not to exceed two (2) days);
- 2. Staff in-service training programs; and
- 3. Parent/teacher conferences.

Legal References:	' 20-1-301, MCA	School fiscal year
	' 20-1-302, MCA	School day and week
	' 20-1-304, MCA	Pupil-instruction-related day
	' 20-1-306, MCA	Commemorative exercises on certain days
	10.55.701, ARM	Board of Trustees
	10.65.101-03, ARM	Pupil-Instruction-Related Days

Policy History:

Adopted on: June 28, 2004

Revised on: October 24, 2005

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

24

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

ITEM TITLE: SECOND READING—BOARD POLICY #4301 –COMMUNITY RELATIONS

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

SUMMARY:

The Board of Trustees needs to approve the second reading of the revision of Board Policy #4301 –Community Relations and consider adoption of said policy.

Information being deleted from this policy has been marked with a ~~strike through~~; information being added has been highlighted.

Clarify policy to assist administrators with enforcement

SUGGESTED ACTION: Approve Revision of Board Policy

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

Lewistown School District

COMMUNITY RELATIONS

4301

Visitors to the Schools

The District encourages visits by Board members, parents, and citizens to all District buildings. All visitors shall report to the principal's office upon entering any District building. School visitors shall not interfere with school operations or delivery of educational services to students. Conferences should be held outside school hours or during the teacher's conference/prep time.

Cross Reference: 4313 Disruption of School Operations

Policy History:

Adopted on: June 28, 2004

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

25

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

ITEM TITLE: SECOND READING—BOARD POLICY #8425F –SERVICE ANIMALS IN DISTRICT FACILITIES

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

SUMMARY:

The Board of Trustees needs to approve the second reading of the revision of Board Policy # 8425F –Service Animals in District Facilities and consider adoption of said policy.

Information being deleted from this policy has been marked with a ~~strike through~~; information being added has been highlighted.

Policy undergoing review to comply with Office of Civil Rights decision outlining acceptable review of service animal request.

The regulations permit school districts to ask an individual accompanied by an animal two questions to determine if the animal qualifies as a service animal:

- (1) Is the animal required because of a disability, and
- (2) What work or task has the animal been trained to perform

The regulations permit removal of a service animal in limited circumstances: if the animal is out of control and the animal's handler does not take effective action to control it, and if the animal is not housebroken. If an animal is properly excluded, the school district must give the individual with a disability the opportunity to participate in the service, program, or activity without having the animal on the premises. In general, service animals are subject to the same licensing and vaccination rules that are applied to all dogs under local law.

SUGGESTED ACTION: Approve Revision of Board Policy

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	<i>Motion</i>	<i>Second</i>	<i>Ave</i>	<i>Nay</i>	<i>Abstain</i>	<i>Other</i>
Bailey						
Birdwell						
Koterba						
Thompson						
Southworth						
Vantassel						
Weeden						

Service Animals in District Facilities

Please provide the following information about the service animal.

1. Parent/Staff and/or emergency contact information: _____

2. Type of service animal (breed, age, and history): _____

3. Insurance company insuring the service animal: _____
Attached proof of insurance: ☐ Received ☐ Not Received
Agent name and address: _____

Phone number: _____
4. Proof of current and proper vaccinations: ☐ Received ☐ Not Received
5. Documentation of Public Access Test (PAT): ☐ Received ☐ Not Received
Name of trainer or organization who administered the PAT: _____
Address of trainer or organization: _____
Phone number of trainer or organization: _____
6. List and attach any letters or other documentation from medical providers or other service providers regarding the student's/staff's need for the service animal: _____

☐ Received ☐ Not Received
7. Has the student/staff member requesting use of the animal been trained as the animal's handler? ☐ Yes ☐ No
8. If no, who will act as the trained handler for the animal during the school/work day? _____

9. Is the student/staff able to independently care for the service animal's needs (i.e., bathroom, feeding, cleaning up messes, hygiene, etc.) ☐ Yes ☐ No
10. Is the animal required because of a disability? _____

11. What work or task has the animal been trained to perform? _____
12. Describe the manner in which the service animal will meet the student's/staff's individual needs:

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

26

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

ITEM TITLE: APPROVE OUT-OF-DISTRICT STUDENT ATTENDANCE AGREEMENT REQUESTS FOR PLACEMENT IN AND OUT OF LEWISTOWN PUBLIC SCHOOLS

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

SUMMARY:

The Board of Trustees needs to approve the attached requests for out-of-district students to attend the Lewistown Public Schools.

SUGGESTED ACTION: Approve Out-of-District Student Attendance Agreement Requests for Placement Inside/outside of Lewistown Public Schools

☒ **Additional Information Attached** **Estimated cost/fund source** _____

NOTES:

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

OUT OF DISTRICT STUDENTS 2019-2020

STUDENTS ENTERING LEWISTOWN PUBLIC SCHOOLS/FERGUS HIGH SCHOOL

Student AH	8 th Grade	District of Residence: Grass Range Public Schools
Student AI	7 th Grade	District of Residence: Grass Range Public Schools
Student AJ	5 th Grade	District of Residence: Grass Range Public Schools
Student AK	4 th Grade	District of Residence: Grass Range Public Schools
Student AL	7 th Grade	District of Residence: Winifred Public Schools
Student AM	2 nd Grade	District of Residence: Winifred Public Schools
Student AN	5 th Grade	District of Residence: Winifred Public Schools
Student AO	Kindergarten	District of Residence: Grass Range Public Schools
Student AP	3 rd Grade	District of Residence: Grass Range Public Schools
Student AQ	5 th Grade	District of Residence: Grass Range Public Schools
Student AR	8 th Grade	District of Residence: Grass Range Public Schools
Student AS	6 th Grade	District of Residence: King Colony Public Schools
Student AT	4 th Grade	District of Residence: Moore Public Schools
Student AU	6 th Grade	District of Residence: Moore Public Schools
Student AV	9 th Grade	District of Residence: Moore Public Schools
Student AW	10 th Grade	District of Residence: Moore Public Schools
Student AX	7 th Grade	District of Residence: Denton Public Schools

Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

27

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

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2019-2020 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 2019-2020 School Year as listed below:

Substitute Teacher/Aide List:

Valerie Lucas
Robin Fisk

Substitute Custodian:

Berton Cobban

SUGGESTED ACTION: Approve Additions to the Substitute List for the 2019-2020 School Year

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

28

☐ Minutes/Claims ☐ Board of Trustees ☐ Superintendent's Report

☐ Action - Consent

☒ Action - Indiv.

ITEM TITLE: APPROVE PERSONNEL REPORT

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

Attached is the Personnel Report for your review.

SUGGESTED ACTION: Approve All Items

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday October 14, 2019

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
DAY, Joshua	Technology Support Specialist	Central Office	Approve contract extension for the remainder of 2019-2020 fiscal year-- COMP TECH/PAYROLL Step 0 for up to 191 days	10/8/19 thru 06-30-20	Scott Baldwin	See attached memo
LONG, Jared	FFA Advisor	Fergus High School	Approve Out-of-State Travel to attend the National FFA Convention in Indianapolis, Indiana	10/28/19 thru 11/3/19	Tim Majerus	
OLDENBURG, Diane	Hi-Set Examiner	Central Montana Education Center	Approve appointment for up to 312 hours per year at \$20.00 per hour --HI-SET EXAMINER	10/2/2019	Rebekah Rhoades	
PEARSON, Kameron	Special Ed Paraprofessional	Fergus High School	Approve appointment on schedule - PARA - CERT Step 0 for up to 7.5 hours per day for up to 146 days	10/15/2019	Tim Majerus	New position - Pending a successful background check
SMITH, Melanie	Girls Basketball Assistant -1 Coach	Jr. High School	Letter of Resignation	9/24/2019	Scott Dubbs	Letter of Resignation
WICHMAN, Nicole	Girls Basketball Assistant - 1 Coach	Jr. High School	Approve appointment on schedule - (.55 x \$34,404.00) \$1,892.22	10/14/2019	Scott Dubbs	Replacing Melanie Smith
WILLIAMS, Samantha	Food Service	Garfield School	Approve appointment on schedule - FOOD SERVER/KITCHEN AIDE Step 0, Lunch Server 2.5 hours per day 5 days per week (Total 12.5 hours per week) for up to 146 days	10/15/2019	Amie Friesen	Replacing Darla Larson - Pending a successful background check
WRIGHT, James	Custodian	Fergus High School	Approve appointment on schedule - MAINT II Step 0 for up to 8 hours per day for up to 186 days	10/15/2019	Jason Fry	Replacing Raymond Figueroa who replaced Gary Deffinbaugh



Christy Rogers <crogers@lewistown.k12.mt.us>

Contract Extension

1 message

Scott Baldwin <scott.baldwin@lewistown.k12.mt.us>
To: Christy Rogers <crogers@lewistown.k12.mt.us>

Tue, Oct 1, 2019 at 9:33 AM

Christy,

Date: 10-8-19

Name: Joshua Day

Approve contract extension for the remainder of the 2019-2020 fiscal year---TECH SUPPORT SPECIALIST.

-Thanks-

--
Wm. "Scott" Baldwin
Technology Director
Lewistown Public Schools
406-535-8777 Ext.118

"I hate it when the voices in my head go silent... I never know what they are planning."

September 24, 2019

To Whom it May Concern:

I would like to formally resign my position as Junior High Girls Basketball Coach.

Coaching with Lee Crouse and Sherry Breidenbach has been an immense pleasure. Throughout my time as a coach of various sports on various levels, I have been blessed to ALWAYS coach with professional, highly informed, and keenly kind colleagues.

Lee and Sherry definitely fit and supercede those descriptors.

Thank you for allowing me to coach.

I know you will find a passionate professional to take my place!

Sincerely,
Melanie Smith

School District #1 Mission Statement:

Excellence Today, Success Tomorrow

Core Values of the Lewistown Public Schools:

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

LEWISTOWN PUBLIC SCHOOLS 2019-2020 SCHOOL CALENDAR

A. Pupil Instruction

First Semester					92	Days	Second Semester					87	Days
FIRST QUARTER					DAYS		THIRD QUARTER					DAYS	
First Week	Aug	21 -- Aug	23	3			First Week	Jan	21 -- Jan	24	4		
Second Week	Aug	26 -- Aug	30	5			Second Week	Jan	27 -- Jan	31	5		
Third Week	Sept	3 -- Sept	6	4			Third Week	Feb	3 -- Feb	7	5		
Fourth Week	Sept	9 -- Sept	13	5			Fourth Week	Feb	10 -- Feb	14	5		
Fifth Week	Sept	16 -- Sept	20	5			Fifth Week	Feb	17 -- Feb	21	5		
Sixth Week	Sept	23 -- Sept	27	5			Sixth Week	Feb	24 -- Feb	27	4		
Seventh Week	Sept	30 -- Oct	4	5			Seventh Week	Mar	2 -- Mar	6	5		
Eighth Week	Oct	7 -- Oct	11	5			Eighth Week	Mar	9 -- Mar	13	5		
Ninth Week	Oct	14 -- Oct	16	3			Ninth Week	Mar	16 -- Mar	19	4		
Tenth Week	Oct	21 -- Oct	25	5									
					45							42	
SECOND QUARTER					DAYS		FOURTH QUARTER					DAYS	
First Week	Oct	28 -- Nov	1	5			First Week	Mar	23 -- Mar	27	5		
Second Week	Nov	4 -- Nov	5	3			Second Week	Mar	30 -- Apr	3	5		
Third Week	Nov	11 -- Nov	15	5			Third Week	Apr	6 -- Apr	9	4		
Fourth Week	Nov	18 -- Nov	22	5			Fourth Week	Apr	15 -- Apr	17	3		
Fifth Week	Nov	25 -- Nov	26	2			Fifth Week	Apr	20 -- Apr	24	5		
Sixth Week	Dec	2 -- Dec	6	5			Sixth Week	Apr	27 -- May	1	5		
Seventh Week	Dec	9 -- Dec	13	5			Seventh Week	May	4 -- May	8	5		
Eighth Week	Dec	16 -- Dec	20	5			Eighth Week	May	11 -- May	15	5		
Ninth Week	Jan	2 -- Jan	3	2			Ninth Week	May	18 -- May	21	4		
Tenth Week	Jan	6 -- Jan	10	5			Tenth Week	May	26 -- May	29	4		
Eleventh Week	Jan	13 -- Jan	17	5									
					47							45	

**Totals
179**

B. Pupil Instruction Related Days (PIR) - (Teachers ONLY - No School for Students)

August 12	New Teacher Orientation	
August 19-20	PIR	2.00
October 17-18	Staff Development Days - Teachers Convention	2.00
November 6-7	Parent Teacher Conferences	1.50
	(Evening on November 6, All Day on November 7)	
March 19	Parent Teacher Conferences - Evening <u>ONLY</u> (Regular Day for Students)	0.50
May 22	PIR	1.00
Floater	PIR	1.00
		8.00

Holidays / Vacations (Dates Inclusive)

C.

September 2	Labor Day
October 17-18	Fall Vacation (Teachers - Convention)
November 8	Vacation Day
November 27-29	Thanksgiving Vacation
December 23-January 1	Winter Break
January 20	Vacation Day
February 28	Vacation Day
March 20	Vacation Day
April 10-14	Spring Break
May 25	Memorial Day
July 3	Independence Day

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

29

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

ITEM TITLE: TERMINATION HEARING

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

SUMMARY:

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

SUGGESTED ACTION: Discussion

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

10/14/2019

Agenda Item No.

30

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

ITEM TITLE: ACTION ON TERMINATION HEARING

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

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

SUGGESTED ACTION:

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

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