

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 7th Avenue South
Lewistown, Montana 59457

MONDAY, June 13, 2022

REGULAR BOARD MEETING

PAGE 1

Meeting ID

meet.google.com/ccw-qomy-dip

Phone Numbers

(US)+1 605-743-0395

PIN: 421 669 826#

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

1. Roll Call
2. Pledge of Allegiance
3. Motion to Set Agenda
4. Report—Committees of the Board
5. Calendar Items, Concerns, Correspondence, Etc.
6. Report—Investment
7. Report—Superintendent

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

9. Minutes of the May 9, 2022, Regular Board Meeting

APPROVAL OF CLAIMS

10. Claims

INDIVIDUAL ITEMS

11. Approve Agreement with Cushing Terrell Architects for Bond Construction Architect Services
12. Approve Jr. High School Bid for Roofing Contract Summer 2022
13. Approve the Use of Bond Premium Proceeds for Construction expenses for the Elementary Bond Project
14. Approve Extension of Grass Range Bus Route into the Lewistown School District
15. Approve Extension of Lewistown Bus Route into the Grass Range School District
16. Approve Extension of Winifred Bus Routes into the Lewistown School District
17. Approve Extension of Moore Bus Routes into the Lewistown School District
18. Approve Request to Transfer Money from the Elementary and High School General Fund(s) to the Respective Compensated Absences Fund(s)
19. Approve Request to Transfer Money from the Elementary and High School General Fund(s) to the Inter local Fund
20. Approve Individual Transportation Contract for the High School District

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room
215 7th Ave South
Lewistown, Montana 59457

MONDAY, June 13, 2022

REGULAR BOARD MEETING
CONTINUED PAGE 2

21. Approve Second Semester Claim for Individual Contract Bus Reimbursement
22. Approve Second Semester Elementary and High School Claims for Bus Reimbursement
23. Appoint Rob Odermann to County Transportation Committee
24. Approve Fergus High Student/Parent Handbook
25. Approve Elementary Schools Student/Parent Handbook
26. Approve Substitute and Activity Bus Driver Rates
27. Approve Lewistown Public Schools MTSBA Membership
28. Approve Fergus High School Student Activity Account Changes
29. Approve Personnel Report

ADJOURNMENT

*A hard copy of the complete Agenda is available at the LPS Central Office or on the
Lewistown Public Schools Website:*

<http://www.lewistown.k12.mt.us/content/266>

PUBLIC PARTICIPATION

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

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

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

4

☐ 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 2021-2022 School Year.

Activities Committee met on Friday, May 20th at 7 a.m.

Building and Grounds Committee met on Friday, May 20th at 8 a.m.

The Trustees need to sign up for committees for the 2022-2023 School Year.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

STANDING COMMITTEES OF THE BOARD
2021-2022 School Year

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

OTHER COMMITTEES WITH BOARD REPRESENTATION
2021-2022 School Year

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

STANDING COMMITTEES OF THE BOARD
2022-2023 School Year

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

OTHER COMMITTEES WITH BOARD REPRESENTATION
2022-2023 School Year

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Zane Fulbright	Doreen Heintz	Phil Koterba	Jeff Southworth	Jennifer Thompson
Activities	3							
Curriculum Committees:								
No Curriculum Committee meetings will take place in 2022-23								
Health Insurance Program	2							
School Calendar	1							
Vocational Advisory Council	1							
Gaining	3							
Policy Review	3							
Assessment	2							
Classified Salary/Benefit Review	2							

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

5

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

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

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

SUMMARY:

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

OPI letter on Approval of Variance of Standards for Highland Park School
OPI Announcement on Teacher Licensing Rules Adoption
OPI Announcement on importance of Financial Literacy and Civics Education
Article on the importance of Financial Literacy by Carly Urban, MSU Associate Professor and Economist
OPI Announcement on Final Chapter 55 School Quality Recommendations
Letter of Support for South Central Montana Health Center
Letter of Support for Central Montana Childcare Alliance
Every Student Succeeds Act (ESSA) Report Card for 2020-21 school year

SUGGESTED ACTION:

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

6

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

ITEM TITLE: REPORT—INVESTMENT

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

SUMMARY:

Interest earned and distributed for and May 2022 were as follows:

Elementary	\$612.77
High School	\$561.94

April 2022 Bond Interest was as follows:

Elementary	\$9,783.04
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SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:



Portfolio Summary as of 04/30/2022

Account Name: FERGUS COUNTY

Account Number: CS FERGUS97

Current Month		Fiscal Year To Date
Beginning Value	\$23,733,365.30	\$0.00
Buys	\$0.00	\$23,736,400.31
Sells	(\$7,584.62)	(\$15,377.84)
Earnings Reinvestment	\$9,783.04	\$14,541.25
Ending Value	\$23,735,563.72	\$23,735,563.72
Earnings Distributed	\$0.00	\$0.00

Portfolio Details

SHORT TERM INVESTMENT POOL - MU36

Current Month	23,733,365.30	0.00	9,783.04	0.00	23,735,563.72
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Totals	23,733,365.30	0.00	9,783.04	0.00	23,735,563.72
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The STIP average yield for April 2022 was 0.5015563%

Lewistown School District No. One

Interest Apportionment Detail Report

Fiscal Year: 2021-2022

Criteria: From Control#: 251 To: 252

Acct Mask: _____._____._____._____

Sort By Acct

☐ Print Internal Accounts Only

Type: HS Interest	Posting Date: 5/31/2022			Amount Distributed: \$561.94		Control#: 251	
Posting Description: Interest Distribution				4/30/2022		Entry#: 464	
Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount Internal?
201.00.000.0000.101.000	\$130,969.84	30	.0467225	\$26.26	\$130,969.84		\$0.00 Yes
210.00.000.0000.101.000	\$64,245.95	30	.0229193	\$12.88	\$64,245.95		\$0.00 Yes
211.00.000.0000.101.000	\$54,940.21	30	.0195995	\$11.01	\$54,940.21		\$0.00 Yes
213.00.000.0000.101.000	\$0.00	30	.0000000	\$0.00	\$0.00		\$0.00 Yes
214.00.000.0000.101.000	\$137,866.36	30	.0491828	\$27.64	\$137,866.36		\$0.00 Yes
217.00.000.0000.101.000	\$66,053.57	30	.0235641	\$13.24	\$66,053.57		\$0.00 Yes
218.00.000.0000.101.000	\$22,265.38	30	.0079430	\$4.46	\$22,265.38		\$0.00 Yes
220.00.000.0000.101.000	\$8,169.32	30	.0029143	\$1.64	\$8,169.32		\$0.00 Yes
221.00.000.0000.101.000	\$26,969.63	30	.0096212	\$5.41	\$26,969.63		\$0.00 Yes
224.00.000.0000.101.000	\$180,140.08	30	.0642636	\$36.11	\$180,140.08		\$0.00 Yes
228.00.000.0000.101.000	\$219,449.91	30	.0782871	\$43.99	\$219,449.91		\$0.00 Yes
229.00.000.0000.101.000	\$182,440.46	30	.0650843	\$36.57	\$182,440.46		\$0.00 Yes
260.00.000.0000.101.000	\$76,196.89	30	.0271827	\$15.28	\$76,196.89		\$0.00 Yes
261.00.000.0000.101.000	\$610,497.38	30	.2177904	\$122.39	\$610,497.38		\$0.00 Yes
281.00.000.0000.101.000	\$118,534.45	30	.0422863	\$23.76	\$118,534.45		\$0.00 Yes
282.00.000.0000.101.000	\$904,404.39	30	.3226395	\$181.30	\$904,404.39		\$0.00 Yes
Control# 251 Total:	\$2,803,143.82		1.0000006	\$561.94	\$2,803,143.82		\$0.00

Balance Calculations based on Prior Month Ending Balances as of 4/30/2022

Type: Interest	Posting Date: 5/31/2022			Amount Distributed: \$612.77		Control#: 252	
Posting Description: Interest Distribution				4/30/2022		Entry#: 465	
Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount Internal?
101.00.000.0000.101.000	\$269,212.16	30	.1149463	\$70.44	\$269,212.16		\$0.00 Yes
110.00.000.0000.101.000	\$117,651.48	30	.0502340	\$30.78	\$117,651.48		\$0.00 Yes
111.00.000.0000.101.000	\$373,078.78	30	.1592945	\$97.61	\$373,078.78		\$0.00 Yes
112.00.000.0000.101.000	\$182,123.85	30	.0777619	\$47.65	\$182,123.85		\$0.00 Yes

Lewistown School District No. One

Interest Apportionment Detail Report

Fiscal Year: 2021-2022

Criteria: From Control#: 251 To: 252

Acct Mask: _____._____._____._____._____

Sort By Acct

☐ Print Internal Accounts Only

113.00.000.0000.101.000	\$30,073.04	30	.0128404	\$7.87	\$30,073.04	\$0.00	Yes
114.00.000.0000.101.000	\$153,559.44	30	.0655657	\$40.18	\$153,559.44	\$0.00	Yes
120.00.000.0000.101.000	\$13,768.51	30	.0058788	\$3.60	\$13,768.51	\$0.00	Yes
121.00.000.0000.101.000	\$28,987.30	30	.0123768	\$7.58	\$28,987.30	\$0.00	Yes
124.00.000.0000.101.000	\$97,397.09	30	.0415859	\$25.48	\$97,397.09	\$0.00	Yes
128.00.000.0000.101.000	\$84,060.44	30	.0358915	\$21.99	\$84,060.44	\$0.00	Yes
129.00.000.0000.101.000	\$112,308.42	30	.0479527	\$29.38	\$112,308.42	\$0.00	Yes
150.00.000.0000.101.000	\$181.20	30	.0000774	\$0.05	\$181.20	\$0.00	Yes
161.00.000.0000.101.000	\$879,669.26	30	.3755949	\$230.16	\$879,669.26	\$0.00	Yes
Control# 252 Total:	\$2,342,070.97	1.0000008		\$612.77	\$2,342,070.97	\$0.00	

Balance Calculations based on Prior Month Ending Balances as of 4/30/2022

End of Report

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

7

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

ITEM TITLE: REPORT—SUPERINTENDENT

Requested By: Superintendent **Prepared By:** Superintendent

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.

- ❖ Land Sale – Kris Birdwell
- ❖ Staffing Update – Paras, Bus Drivers, Food Service, Technology Specialist
- ❖ Bond Update
- ❖ Transformational Learning grant – New Bill proposal
- ❖ MSU Rural Practicum Outreach – November 7-11 – 8-10 Pre-Service Teachers
- ❖ Summer Camps – Wrestling, Volleyball, Girls Basketball, Boys Basketball and Tennis?
- ❖ Driver's Ed – 21 Students, July 5th – August 3rd
- ❖ Summer Program: Extended School Year – 31 students all at FHS
- ❖ Summer Maintenance – Gym Floors July 17-23
- ❖ Kinder Screening – June 1-2 90+ students
- ❖ Delegate Assembly – June 8-10 (Matt Lewis, Josh Day and Thom Peck)
- ❖ OPI Summer Institute @ MSU June 20-24 (MTSS Grant)
- ❖ Model Schools Conference – June 27-30
- ❖ Facility Solutions and Management Conference hosted by LPS – July 13
- ❖ OPI E-Grants Training in Lewistown, July 21
- ❖ New Teacher Orientation – Monday, August 22nd
- ❖ August 29 – All District PIR day and Staff/Board Members Pictures

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

REALTY TITLE COMPANY, INC.*LOCALLY OWNED & OPERATED SINCE 1896*

201 6TH Avenue South
Lewistown, MT 59457
Phone (406) 535-2326
Fax (406) 535-5184

INVOICE

DATE: MAY 19, 2022

TO:

Todd Phillips

FOR:

School District Number One, of Fergus County, State of
Montana
File #23853-1

DESCRIPTION	HOURS	RATE	AMOUNT
Report Fee			\$350.00
Thank you!	TOTAL		\$350.00
Make all checks payable to Realty Title Company, Inc.			
Thank you for your business!			



CHICAGO TITLE INSURANCE COMPANY

File Number: 23853-1

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

By: _____

Authorized Officer or Agent
Robin L. Fleming or Theresa J. Empie
Realty Title Company, Inc.
201 6th Ave S
Lewistown, MT 59457
Tel: 406-535-2326
Fax: 406-535-5184

CHICAGO TITLE INSURANCE COMPANY

By: _____

Randy R. Quirk
President

Attest: _____

Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Commitment No: 23853-1	Revision Number:	File Number: 23853-1	Issuing Office: 201 6TH AVENUE SOUTH LEWISTOWN, MONTANA 59457
Property Address:	Loan ID Number:	ALTA Universal ID: 0001755	Issuing Agent: REALTY TITLE COMPANY, INC.

SCHEDULE A

1. Commitment Date: 05/18/2022 @ 08:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Proposed Policy Amount: **\$10,000.00**
 Proposed Insured: **Todd Phillips or assigns**
 Premium: **Report fee \$350.00**
 - (b) 2006 ALTA® Loan Policy Proposed Policy Amount: \$
 Proposed Insured:
 Premium:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:
School District Number One, of Fergus County, State of Montana
5. The Land is described as follows:
 See Attached Schedule C.

CHICAGO TITLE INSURANCE COMPANY

By:



 Authorized Signatory
 Robin L. Fleming or Theresa J. Empie

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
6. We require a fully-signed Buy-Sell Agreement.
7. With respect to School District Number One, of Fergus County, State of Montana, a body corporate, we require:
 - a.) A copy of the Board of Trustees minutes or resolution approving the purchase of said property in Schedule C. The minutes or resolution must set forth the names authorized to execute the forthcoming transaction.
 - b.) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

END OF SCHEDULE B, PART I

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and are not shown in the public records.
6. (a) Unpatented mining claims; (b) reservations of exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Any liens, or rights to a lien, for services, labor or materials thereof or hereafter furnished, imposed by law and not shown in the public records.
8. Any right, title or interest in any mineral rights or related matters including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public records.
9. County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

10. General taxes for the year 2022 are an accruing lien not yet due or payable.

General taxes for the second installment of year 2021 are payable in the original amount of \$236.30, but not delinquent until after May 31, 2022, for Tax Code 117100.

NOTE: General taxes for the first installment of year 2021 are PAID in the original amount of \$236.32 for Tax Code 117100.

Said tax statement for Tax Code 117100 contains said premises and additional land.

11. Right of way granted to a spring southwesterly of said tract conveyed, and the right to take water from said spring for use on said tract, and a right of way for travel on the North line of said described tract, as set forth in Deed to School District Number One, Fergus County, Montana, recorded August 22, 1921, in Book 88, page 304, records of Fergus County, Montana.
12. Terms and provisions as set forth in Deed to School District Number One, Fergus County, Montana, recorded August 22, 1921, in Book 88, page 304, records of Fergus County, Montana, "to be used for school purposes in maintaining a school thereon."
13. Any right, title, or interest of Christine Elizabeth Jenni or those claiming by, through, or under that person, as disclosed by the Fergus County Treasurer assessment for parcel number 0000117100.
14. Notwithstanding paragraph 4 of the insuring clauses of the policy or policies to be issued, such policy or policies will not insure against loss arising by reason of any lack of right of access to and from said land.
15. Any further matters which may be determined upon the disclosure of a proposed insured.

END OF SCHEDULE B, PART II

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE C LEGAL DESCRIPTION

File Number: 23853-1

A tract of land located in the S½ of Section 28, Township 16 North, Range 19 East, M.P.M., Fergus County, Montana, more particularly described as follows:

Commencing at the center of Section Twenty-eight (28), in Township Sixteen (16) , Range Nineteen (19) East, Montana Meridian, for the place of beginning;
run thence due East eighty feet to a point;
thence due South two hundred ninety-five feet to a point;
thence due West two hundred ninety-five feet to a point;
thence due North two hundred ninety-five feet to a point;
thence due East two hundred ninety-five feet to the place of beginning.
Said tract so bounded and described to be used for school purposes in maintaining a school thereon.

Deed Reference: Book 88, page 304

END OF LEGAL DESCRIPTION

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ALTA Commitment for Title Insurance 8-1-16

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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Parcel #: 0000117100

Status: Current

Receipt: 6856

2021 Owner(s):
JENNI CHRISTINE ELIZABETH

Mailing Address:

2510 S SABLE WAY
AURORA, CO 800142438

Levy District:

1F, LEWISTOWN-LEWISTOWN FIRE

2021 Value:

Market: \$57,028
Taxable: \$708

 **Detail**

2021 Taxes:

 **View Pie Charts**

First Half:	\$236.32	Due: 11/30/2021
Second Half:	\$236.30	Due: 5/31/2022
Total:	\$472.62	

 **Detail**

2021 Payments:

First Half:	\$236.32
Second Half:	\$0.00
Total:	\$236.32

(May include penalty & interest)

2021 Legal Records:

Geo Code: 08-2575-27-3-03-01-0000 **Instru#:** 134332 **Date:** 2019-11-07

TRS: T16 N, R19 E, Sec. 27

Legal: S27, T16 N, R19 E, S2SW4

Geo Code: 08-2575-28-3-01-01-0000 **Instru#:** 134332 **Date:** 2019-11-07

TRS: T16 N, R19 E, Sec. 28

Legal: S28, T16 N, R19 E, N2SW4, NW4SE4, S2S2

Geo Code: 08-2575-33-2-02-01-0000 **Instru#:** 134332 **Date:** 2019-11-07

TRS: T16 N, R19 E, Sec. 33

Legal: S33, T16 N, R19 E, NW4NW4

Geo Code: 08-2575-34-2-01-01-0000 **Instru#:** 134332 **Date:** 2019-11-07

TRS: T16 N, R19 E, Sec. 34

Legal: S34, T16 N, R19 E, N2NW4

Note: The accuracy of this data is not guaranteed. Web data was last updated 05/19/2022 08:00 AM.

Parcel #: 0000117100

Status: Current

Type: RE

Owner: JENNI CHRISTINE ELIZABETH

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
<u>2021</u>	6856	09/24/2021	\$472.62	11/26/2021	\$236.32 \$0.00	
<u>2020</u>	<u>17344</u>	10/02/2020	\$445.40	11/27/2020 4/12/2021	\$222.71 \$222.69	
<u>2019</u>	6904	10/07/2019	\$442.75	11/19/2019 5/7/2020	\$221.38 \$221.37	
<u>2018</u>	7730	10/15/2018	\$424.08	11/19/2018 11/19/2018	\$212.05 \$212.03	
<u>2017</u>	6932	10/12/2017	\$426.00	11/28/2017 11/28/2017	\$213.01 \$212.99	
<u>2016</u>	6945	10/11/2016	\$385.66	11/10/2016 11/10/2016	\$192.83 \$192.83	
<u>2015</u>	6945	10/15/2015	\$373.51	11/17/2015 11/17/2015	\$186.76 \$186.75	
<u>2014</u>	6913	10/16/2014	\$479.34	11/19/2014 11/19/2014	\$239.68 \$239.66	
<u>2013</u>	6965	10/10/2013	\$466.65	11/5/2013 11/5/2013	\$233.33 \$233.32	
<u>2012</u>	6957	10/19/2012	\$453.74	11/13/2012 11/13/2012	\$226.88 \$226.86	
<u>2011</u>	6804	10/07/2011	\$469.82	11/7/2011 11/7/2011	\$234.92 \$234.90	
<u>2010</u>	7103	10/19/2010	\$432.23	11/4/2010 11/4/2010	\$216.12 \$216.11	
<u>2009</u>	6931	10/23/2009	\$435.35	11/5/2009 11/5/2009	\$217.69 \$217.66	

**** Paid Amount may include penalty & interest**

Note: The accuracy of this data is not guaranteed. Web data was last updated 04/26/2022 02:00 PM.

Send Payments To:

Fergus County Treasurer
712 W. Main Suite 201
Lewistown, MT 59457-2573

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

8

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

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

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

SUMMARY:

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

SUGGESTED ACTION:

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

9

☒ 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 May 9, 2022 Regular Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

☒ Additional Information Attached

NOTES:

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

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room and via Google Meet

215 7th Ave South
Lewistown, Montana 59457

MONDAY, May 9, 2022

REGULAR BOARD MEETING

CALL TO ORDER

1. **ROLL CALL**
TRUSTEES PRESENT:
CJ Bailey, Phil Koterba, Jennifer Thompson, Zane Fulbright, Kris Birdwell,
Doreen Heintz, Jeff Southworth
TRUSTEES ABSENT:

STAFF PRESENT:
Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades, Tim Majerus, Steve Zieglowsky, Teresa Vaughn and various others via Google Meet.
OTHERS PRESENT:
Deb Hill – Lewistown News Argus, Elsie Crouse – Student Representative, Whitney Brady and other interested parties via Google Meet.
2. **PLEDGE OF ALLEGIANCE**
The group recited the Pledge of Allegiance.
3. **MOTION TO SET THE AGENDA** – approved unanimously (Bailey/Fulbright)
4. **PRESENTATION – MONTANA STATE COUNSELOR CONFERENCE**
Steve Zieglowsky and Teresa Vaughn, Counselors, shared what they, and the other counselors in the district, learned from their experience at the Montana State Counselor Conference.
5. **REPORT—STUDENT REPRESENTATIVE**
Elsie Crouse, Student Representative to the Board, reported on the happenings at Fergus High School.
6. **REPORT—LEA**
Luke Brandon, LEA President, was not at the meeting to present.
7. **REPORT—COMMITTEES OF THE BOARD**
There were no committee meetings. There will be a Building and Grounds Committee Meeting and Activities Committee on Friday, May 20th.
8. **CALENDAR ITEMS, CONCERNS, CORRESPONDENCE, ETC.**
Mr. Peck distributed information on the following:
 - Letter from OPI on Final Enrollment numbers across Montana
 - Letter from OPI on Federal Waiver for Accountability
 - Accreditation Status for LPS – All Schools received “Regular Status”
 - 20 Day Plans
Trustee Birdwell requested to have an explanation of the test scores handed out at the previous meeting given at the June Board Meeting.
9. **REPORT—BUDGET UPDATE**

Rebekah Rhoades, Business Manager/District Clerk, updated the Board of Trustees on preliminary information regarding the 2022-2023 General Fund Budgets.

10. **REPORT—INVESTMENT**

Interest earned and distributed for April 2022 was \$591.41 in the Elementary and \$541.38 in the High School for a total of \$1,132.79. Elementary Bond interest for March 2022 was \$4,758.21.

11. **REPORT—SUPERINTENDENT**

Superintendent Peck updated the Board of Trustees on staffing throughout the District and noted that several Principals will be attending a career fair at MSU and information on classified positions is being disseminated. Girls Softball, Boys Cross Country and Girls Wrestling are being considered for full funding with the assistance of the Boosters and these items will be discussed at the next Activities Meeting. Mr. Peck showed the FHS Digital Wall of Fame that was recently purchased through donations. A tour with the Red Cross took place in order to determine if FHS can be designated as an Official Shelter site. The Retirement Dinner will be taking place on Thursday, May 19, 2022. Meetings are being held on Tuesdays and Fridays regarding the Bond progress. Mr. Peck provided an update on what has been discussed in those meetings. SBAC and AP Testing is being completed. Central Office staff will start the summer schedule on June 6, 2022, working four 10-hour days, Monday-Thursday. Mr. Peck updated the Board on dates of various events taking place throughout the District.

PUBLIC PARTICIPATION

12. **RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS THE BOARD ON NON-AGENDA ITEMS**

John Carlson requested that the School Board forum be handled differently and allow for audience questions. He was referred to speak with the Lewistown Education Association and Lewistown News Argus.

Kim Miller commented that the candidates did have to answer 10 questions and felt that the candidates did have to prepare themselves for the forum.

ACTION ITEMS

MINUTES

13. **MINUTES OF THE APRIL 11, 2022, REGULAR BOARD MEETING**
– approved unanimously (Fulbright/Southworth).

APPROVAL OF CLAIMS

14. **CLAIMS** – the claims referenced in the 2021-2022 Bill Schedule and submitted through May 6, 2022, were approved unanimously (Fulbright/Heintz). The Finance Committee for April – June 2022 is Board Chair Jennifer Thompson, Zane Fulbright, Doreen Heintz and Phil Koterba.

INDIVIDUAL ITEMS

15. **CANVASS OF ELECTION RESULTS – TRUSTEE ELECTION AND ELEMENTARY GENERAL FUND ELECTION** – approved unanimously (Birdwell/Bailey).
16. **APPROVE CONTRACTING WITH THE FERGUS COUNTY CLERK AND RECORDER'S OFFICE TO ACT AS ELECTION ADMINISTRATOR FOR SCHOOL ELECTIONS FOR THE 2022-23 SCHOOL YEAR** – approved unanimously (Heintz/Birdwell).
17. **APPROVE MEAL PRICES FOR 2022-23 SCHOOL YEAR** – (Fulbright/Bailey).

18. APPROVE INTER-LOCAL AGREEMENT BETWEEN LEWISTOWN PUBLIC SCHOOLS AND CENTRAL MONTANA LEARNING RESOURCE CENTER COOPERATIVE – approved unanimously (Heintz/Koterba)
19. APPROVE NOTICE OF RESOLUTION OF INTENT TO SELL/DIPPOSE OF SURPLUS PROPERTY – Approved Unanimously (Bailey/Southworth).
20. APPROVE FERGUS COUNTY INVESTMENT RESOLUTION – Approved Unanimously (Bailey/Fulbright).
21. APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2021-2022 SCHOOL YEAR – Approved Unanimously (Heintz/Fulbright)
29. APPROVE PERSONNEL REPORT – See Exhibit ‘A’ – approved unanimously (Fulbright/Bailey).

ADJOURNMENT (7:29pm) – Thompson

OATH OF OFFICE (7:31 p.m.)

RHONDA LONG, COUNTY SUPERINTENDENT, ADMINISTERED THE OATH OF OFFICE TO:
PHILLIP R. KOTERBA AND WHITNEY BRADY

ORGANIZATION MEETING (FOLLOWING THE REGULAR BOARD MEETING)

1. CALL TO ORDER
Superintendent Thom Peck called the Organizational Meeting to order.
2. ROLL CALL
TRUSTEES PRESENT:
CJ Bailey, Phil Koterba, Whitney Brady, Kris Birdwell, Doreen Heintz, Jeff Southworth, Zane Fulbright
TRUSTEES ABSENT:

STAFF PRESENT:
Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades and various others via Google Meet.
OTHERS PRESENT:
.
3. CALL FOR NOMINATIONS AND ELECTION OF CHAIR
Superintendent Thom Peck, called for nominations for Board Chair. Trustee Birdwell nominated Doreen Heintz, Southworth seconded. Motion carried unanimously.
4. CALL FOR NOMINATIONS AND ELECTION OF VICE-CHAIR
Trustee Southworth nominated CJ Bailey for Vice Chair, Fulbright seconded. The motion carried unanimously.
5. APPOINTMENT OF THE DISTRICT CLERK
Trustee Bailey moved to nominate Rebekah Rhoades as District Clerk, Southworth seconded. The motion carried unanimously.

ADJOURNMENT

The meeting was adjourned at 7:37 p.m. The next regular meeting will be held at 6:00 p.m. on Monday, June 13, 2022, at the Lincoln Board Room.

JENNIFER THOMPSON
BOARD CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

EXHIBIT 'A'
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Monday May 9, 2022

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
AUCK, Stacy	Summer Session Driver Education Instructor	Lewistown Public Schools	Approve appointment for Drivers Education instruction at \$28.00 per hour	7/5/2022 - 8/3/2022	Thom Peck	See Attached Memo
CONRAD, Cassidy	Food Server	Fergus High School	Approve appointment on schedule FOOD SERVER Step 1 for up to 3 hours per day for 5 days per week for up to 186 days	8/29/2022	Amie Friesen	Replacing Brandi Slater
CRISSWELL, Patrick	Volunteer	Fergus High School	Classroom Volunteer/Substitute Teacher	5/10/2022	Tim Majerus	
DRISSELL, Paula	Volunteer	Highland Park Elementary School	RSVP - America Reads	5/10/2022	Matthew Ventresca	
IRWIN, Kathy	Teacher	Highland Park Elementary School	Internal Transfer	7/1/2022	Matthew Ventresca	Replacing Virginia Freemyer
LOWER, Holly	Paraprofessional	Highland Park Elementary School	Accept Letter of Resignation	5/9/2022	Matthew Ventresca	See Attached Letter
MORGAN, Kristy	Volunteer	Highland Park Elementary School	RSVP America Reads	5/10/2022	Matthew Ventresca	
NEUMAN, Heather	Bus Driver	Transportation	Approve appointment on schedule TRANS - Step 3 for up to 4 hours per day for 5 days per week for up to 185 days	8/31/2022	Rob Odermann	Replacing Mike Lehner
NEUMAN, Heather	Food Server	Highland Park Elementary School	Approve appointment on schedule FOOD SERVER/KITCHEN AIDE - Step 0 for up to 3 hours per day for 5 days per week for up to 187 days	8/29/2022	Amie Friesen	Replacing Tina McGowan

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday May 9, 2022

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
PERRY-WALKER, Paula	Hi-Set Examiner	Lewistown Public Schools	Letter of Resignation	8/25/2022	Rebekah Rhoades	See Attached Letter
POSER-BROWN, Lora	Summer Session Driver Education Instructor	Lewistown Public Schools	Approve appointment for Drivers Education instruction at \$28.00 per hour	7/5/2022 - 8/3/2022	Thom Peck	See Attached Memo
POSER-BROWN, Lora	Teacher/Librarian	Lewis and Clark Elementary School	Internal Transfer	7/1/2022	Danny Wirtzberger	New Title One Position .50 and Librarian .50
RECOMMENDATIONS FOR KINDERGARTEN SCREENING STAFF	Kindergarten Screening Staff	Garfield Elementary School	Approve appointment on schedule as per attached recommendation	6/1/ - 6/2/2022	Matt Lewis	See Attached Memo
SAUNDERS, Benjamin	Teacher	Highland Park Elementary School	Approve appointment on schedule BA Step 0, 1.0 FTE for up to 187 days	7/1/2022	Matthew Ventresca	Replacing Jill Schwede
TO BE DETERMINED	Summer Session Driver Education Instructor	Lewistown Public Schools	Approve appointment for Drivers Education instruction at \$28.00 per hour	7/5/2022 - 8/3/2022	Thom Peck	See Attached Memo
WEINHEIMER, LeeAnn	Teacher/Librarian	Lewistown Junior High School	Internal Transfer	7/1/2022	Jeff Friesen	New Title One Position .50 and Librarian .50

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

10

☒ 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 June 11, 2021, as approved by the Finance Committee.

Members of the Finance Committee for April-June 2022 include: Board Chair, Doreen Heintz, Phil Koterba, and Zane Fulbright.

*****Need to Select New Finance Committee Members for July-September 2022*****

SUGGESTED ACTION: Approve Claims as Presented

☐ Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

11

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

ITEM TITLE: APPROVE AGREEMENT WITH CUSHING TERRELL ARCHITECTS FOR BOND CONSTRUCTION ARCHITECT SERVICES

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

SUMMARY:

The Board of Trustees needs to approve the Agreement with Cushing Terrell Architects for post-election Bond Construction Architect Services. This Agreement was reviewed by District Attorneys and Hulteng.

SUGGESTED ACTION: Approve Agreement with Cushing Terrell Architects for Bond Construction Architect Service

☒ **Additional Information Attached**

NOTES:

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

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 9th day of May in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Lewistown Public Schools
School District
215 7th Avenue South
Lewistown, MT 59644

and the Architect:
(Name, legal status, address and other information)

CTA, Inc dba Cushing Terrell
219 2nd Ave South
Great Falls, MT 59405

for the following Project:
(Name, location and detailed description)

Lewis and Clark Elementary: Classroom addition, new central kitchen, new locker rooms, new multipurpose space, ADA/security upgrade, new fire sprinkler system and partial roof replacement.

Garfield Elementary: Classroom addition, Mechanical/Electrical upgrades, roofing replacement, ADA/security upgrade, and new fire sprinkler system.

Highland Park Elementary: ADA/security upgrade, partial roof replacement, and new fire sprinkler system.

Lewistown Junior High: Classroom addition, ADA/security upgrade, new fire sprinkler system, and partial roof replacement

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The owner's program will be developed by the architect with the owners participation and approval.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Lewistown Public Schools, Lewistown Montana

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Exhibit A, Owner approved Budget

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any: TBD

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- .2 Construction commencement date: TBD
- .3 Substantial Completion date or dates: TBD
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

GCCM (General Contractor/Construction Manager)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Responsible design practices to provide overall sustainable design within the budget.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and GC/CMs performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Thom Peck, Superintendent for Lewistown Public School
Shane Swandal, Hulteng CCM, Inc.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Board of Education, Lewistown Public Schools

§ 1.1.9 The Owner shall retain the following consultants and contractors unless otherwise stated:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer: Rawhide Engineering

(Paragraphs deleted)

- .2 Civil Engineer (By Architect): Cushing Terrell

- .3 Other, if any: H-C Design: Michael Miles, Kitchen designer
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Anthony Houtz, AIA
219 2nd Ave South
Great Falls, MT 59405

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

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(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer: CT
- .2 Mechanical Engineer: CT
- .3 Electrical Engineer: CT
- .4 Civil Engineer: CT
- .5 Landscape Architect: CT
- .6 Lighting Consultant: CT

§ 1.1.11.2 Consultants retained under Supplemental Services:

- .1 Acoustic Consultant:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation as necessary and subject to the Owner's Board of Trustees' approval. The Architect shall submit a request for adjustment based upon the material change in the Initial Information promptly upon learning of or discovering such change along with all supporting documentation as to the basis for the adjustment. Upon approval by the Board of Trustees, the Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.2.1 The Architect will be provided a copy of the Agreement between Owner and Construction Manager (AIA Document A 133-2017) and the General Conditions of the Contract for Construction, Supplemental Conditions, and any addenda, riders, or amendments thereto which together are included in the contract documents. The Architect will acknowledge that such documents have been reviewed and understands these references to the duties and responsibilities of the Architect contained therein. The Architect understands and acknowledges that the Owner has decided to utilize an alternative project delivery method for the Project, which it has determined to be based on a General Contractor Construction Manager Contract between the Owner and Construction Manager ("Contractor", "Construction Manager" or "GC/CM").

§ 1.3 The Architect will be provided a copy of the Agreement between Owner and the GC/CM and any addenda, riders, or amendments thereto which together are included in the Contract Documents. The Architect shall notify the owner of any additional information which may require a schedule, services or compensation adjustment and the Architect shall not proceed further until written approval is provided by the Owner.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill generally exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to these projects and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Projects are located.

§ 2.2.1 The Architect shall be responsible for the quality, technical accuracy, timely completion, and coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct or revise any errors, omissions in its final Contract Documents, designs, drawings, specifications and other services contained in this agreement. Nothing herein shall relieve the Architect of its obligations under the Agreement regarding the completion of designs, drawing, specifications, and other services, including but not limited to any failure by the Contractor to give notice of any errors or omissions in such documents.

§ 2.2.2

The Architect shall be fully responsible for coordinating all Architect's Basic and Additional Services required under this Agreement regardless of whether performed by its own employees or by consultants hired by Architect to perform a portion of its services "(Subconsultants)". The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. Architect shall be responsible to Owner for the services furnished to Architect by any subconsultant to the same extent as if Architect had furnished the service itself. Architect also agrees to coordinate and resolve any inconsistencies its work and the work of its consultants.

§ 2.2.3 The Architect acknowledges time is of the essence with respect to this Agreement.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The Architect shall ensure that all of its Subconsultants carry and maintain such coverage as well. The Architect and its Subconsultants shall submit proof of such insurance to the Owner no later than the submittal of its first invoice under this Agreement to the Owner and at any time thereafter when a material change in coverage, carriers, or underwriters occurs. The maintenance in full current force and effect of the insurance coverage called for above shall be a condition precedent to the Owner's obligation to pay for services under this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million (\$2,000,000) for each occurrence and four million (\$4,000,000) in the aggregate for bodily injury and property damage and four million (\$4,000,000) for completed operations and products liability.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two million (\$2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Two million (\$2,000,000) each accident, Two million (\$2,000,000) each employee, and Two million(\$2,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two million (\$2,000,000) per claim and Four million (\$4,000,000) in the aggregate.

§ 2.5.7 All policies shall be in full force and effect and shall provide coverage for any errors and omissions of said Subconsultant occurring during the term of this agreement. These policies shall remain in effect for two years after the Date of Substantial Completion of the Project.

§ 2.5.8 With respect to any insurance policy which is a "claims made" policy, in the event at any time any such policy is cancelled or nonrenewed, the Architect shall provide a substitute policy with terms and conditions and in amounts which comply with the terms of this Agreement and which provide for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior "claims made" policy. The substitute policy or alternate form of coverage may consist of tail coverage, an extended reporting period or some other form of coverage, so long as it operates to provide the requisite level of coverage retroactive to the date of commencement of work under this agreement with respect to all "claims made" policies that are renewed, the Architect shall provide coverage retroactive to the date of commencement of work under this agreement. All substitute or renewed "claims made" policies shall be maintained in full force and effect for two years from the Date of Substantial Completion of the Project.

§ 2.5.9 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.10 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services unless specifically outlined in Article 4 as "Basic Services" or outlined in proposal.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect will attend the Board of Trustees of the owner as requested.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's written approval. Nothing herein shall relieve the Architect of its responsibilities as set forth in the Contract Documents.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect intends that its designs, documents, and services shall conform to applicable federal, state, and local statutes, ordinances, and regulations governing the Project and the Work. The Architect agrees and acknowledges that this duty is non-delegable, and the Architect, by signing drawings or preparing drawings to submit for the purposes of building permits, certifies that it has taken every reasonable measure to ascertain the codes that are applicable to the Project. Architect shall notify Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Nothing in this Agreement shall be construed to eliminate the Architect's responsibility for compliance of its designs, its documents, and its services provided with local, state, and federal statutes, and regulations, including, but not limited to, those that relate to hazardous materials relating to new construction on the Project, and the intent of the Americans with Disabilities Act (and any amendments thereto).

§ 3.1.7 The Architect shall assist in the preparation of the necessary bidding information, bidding forms, and other bidding materials in accordance with Montana law for use in bidding portions of the Project and shall comply with all Montana laws relating to bidding and procurement.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, which have been developed by the Architect for use to confirm the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and GCCM, and request the Owner's approval/disapproval.

§ 3.2.7.1 As required by MCA § 20-6-634, the Architect shall present its preliminary designs at a public meeting of the Owner's Board of Trustees.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3 and submit review comments in a timely manner to the Owner and GCCM.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner and the GCCM. The GCCM, with assistance of the Architect, shall advise the Owner of any adjustments to the estimate of the Cost of the Work indicated by any changes in requirements, market conditions, or other factors. The Architect shall request the Owner's approval of the Design Development Documents

§ 3.3.4 As part of the Schematic Design and Design Development phases, the Architect shall provide Design documents to the Construction Manager for the Construction Manager's input and advice on construction feasibility, alternate materials and equipment, as well as modifications to the documents to improve completeness and clarity.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the GC/CM will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the GC/CM and the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and GC/CM; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and will include bidding requirements and sample forms for a construction project utilizing a GCCM contract with a Guaranteed Maximum Price.

§ 3.4.4 The Architect shall assist the GC/CM to update the estimate for the Cost of the Work prepared in accordance with Section 6.3 and submit comments based on its review in a timely manner to the Owner.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5.1 As required by MCA § 20-6-634, the Architect shall present its final designs at a public meeting of the Owner's Board of Trustees.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the GC/CM and the Owner in establishing a list of prospective GC/CMs and subcontractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the GC/CM and the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the GC/CM and the Owner in bidding the Project by:

- .1 attending any pre-bid conferences for prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of Bidding Documents to all prospective bidders in the form of addenda;
- .3 attending any meetings for the opening of bids and subsequently documenting and distributing bidding results as may be directed by the Owner;
- .4 assisting the GC/CM in preparing the necessary bidding information, bidding forms, and bidding materials for use by the GC/CM in bidding portions of the Project subject to the contract documents with the GC/CM; and,
- .5 making a recommendation to the Owner regarding the award of any portion of the Project for which the GC/CM submits a bid or proposal.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 The Architect shall comply with all Montana laws relating to bidding and procurement.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the GC/CM as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. To the extent it does not conflict with any provisions herein.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the GC/CM's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the GC/CM or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall review properly prepared, timely written requests by the GC/CM for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested and designates a specific time in which the Architect shall respond to the request.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the GC/CM's operations, or as agreed by the Owner and the Architect herein which are of a frequency necessary: (1) to become knowledgeable about the progress and quality of the portion of the work completed and keep the Owner informed in writing about such progress and quality, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, (3) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and (4) to determine if the Work is proceeding in accordance with the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. The Architect shall participate in construction meetings to be attended by the Owner (and Owner's Representative) and the GC/CM and appropriate Subcontractors. This can be accomplished via teleconference. The Architect shall neither have control or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, since these are solely the GC/CM's rights and responsibilities under the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the GC/CM, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the GC/CM, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or GC/CM. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and GC/CM, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and GC/CM designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and GC/CM as provided in the Contract Documents.

§ 3.6.2.6 As a result of on-site observations, Architect shall keep the Owner regularly informed in writing of the progress and quality of the Work and shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the GC/CM.

§ 3.6.3 Certificates for Payment to GC/CM

§ 3.6.3.1 The Architect shall review and certify the amounts due the GC/CM and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the GC/CM's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the GC/CM is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the GC/CM's right to payment, or (4) ascertained how or for what purpose the GC/CM has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the GC/CM's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the GC/CM's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the GC/CM's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the GC/CM to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the GC/CM's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the GC/CM in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review properly prepared, timely written requests by the Owner or the GC/CM for Changes in the Work, including adjustments to the Cost of the Work and/or budget or Project Completion Date. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that the requested Changes in the Work are not materially different from the requirements of the Contract Documents and do not increase the Cost of the Work or budget or Project Completion Date, the Architect may issue and order a Change in the Work upon the Owner's approval or recommend to the Owner that the request be denied.

§ 3.6.5.2 If the Architect determines that implementation of the requested changes would result in a material change to the Contract Documents that may cause an adjustment in the Cost of the Work or the budget or Project Completion date, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization and based upon information furnished by the GC/CM, if any, the Architect shall review the additional cost and time that might result from such change, including any additional costs attributable to Change in Services of the Architect. Upon the Owner's written approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the GC/CM. The Owner shall not be responsible for any increase in the Cost of the Work due to the failure of the Architect or GC/CM to meet the obligations of provisions contained within this document.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the GC/CM; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the GC/CM of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the GC/CM, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the GC/CM: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the GC/CM under the Contract Documents.

§ 3.6.6.5 The Architect, accompanied by the Architect's Mechanical and Electrical consultants, shall make one (1) complete inspection of the Work approximately eleven (11) months following the date of Substantial Completion of the Work. The Architect shall determine, based upon the Architect's professional opinion, whether the Work and all portions of the Work are in general compliance with the Contract Documents. The Architect shall report in writing to the Owner the findings of the inspection noting any areas of noncompliance and inform the GC/CM of its obligations to remediate the noncompliant areas of the Work. When notified by the GC/CM that all remedial Work has been satisfactorily completed, the Architect will re-inspect the remedial Work and report the findings to the Owner. The Architect is not, however, responsible or liable in any way to the Owner for the GC/CM's performance under the terms of the Contract for Construction for completion of the necessary remedial Work.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The Basic Services and Supplemental Services listed below are intended to be complete design services for this project. Exhibit B "stipulated sum" shall include Basic Services and all services outlined below. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect, Owner
§ 4.1.1.2 Multiple preliminary designs	Architect in proposal
§ 4.1.1.3 Measured drawings as needed to complete design	Architect in proposal
§ 4.1.1.4 Existing facilities surveys as needed to complete design	Architect in proposal
§ 4.1.1.5 Site evaluation and planning as needed to complete design	Architect in proposal
§ 4.1.1.6 Building Information Model management responsibilities as needed and for post-construction use	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Architect in proposal
§ 4.1.1.9 Landscape design and engineering (up to \$10,000)	Architect in proposal
§ 4.1.1.10 Architectural interior design	Architect in proposal
§ 4.1.1.11 Value analysis/value engineering	Architect in proposal
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect/GCCM/HCCM
§ 4.1.1.13 On-site project representation in excess of Section 4.2.3	Architect as needed in proposal
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 Electronic and hard-copy as-built record drawings ()	Architect to review, collate and submit to the Owner in proposal
<i>(Row deleted)</i>	
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Architect in proposal
§ 4.1.1.22 Security evaluation and planning	Architect in proposal
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

Init.

§ 4.1.1.25 Fast-track design services	Architect as needed in proposal
§ 4.1.1.26 Multiple bid packages	Architect in proposal
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect in proposal
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Design and detailing for existing lighting retrofit in the middle school renovation	N/A
§ 4.1.1.31 Acoustical engineering and design if necessary (\$ allowance)	N/A
§ 4.1.1.32 Audio/visual design if necessary (\$ allowance)	TBD

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method that were not anticipated and were not caused by nor resulted from the Architect's provision of services under this Agreement;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service that were not anticipated;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or GC/CMs;
- .4 Preparing digital models or other design documentation for transmission to the Owner's consultants and GC/CMs, or to other Owner-authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or,

(Paragraph deleted)

Init.

- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner, who may approve services in excess of the following:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the GC/CM
- .2 A/N (As Needed to complete the project) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.3

(Paragraphs deleted)

Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and GC/CM, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraph deleted)

§ 4.3 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, or if the Architect's services are affected as described in Sections 4.2.1 and 4.2.2 and there is prior approval by the Owner. If the Owner deems that all or part of such change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services if such services are based on circumstances affecting the Architect's services provided in Sections 4.2.1 and 4.2.2. Except for a change due to the fault or negligence of the Architect, Change in Services of the Architect mutually agreed to or pursuant to Sections 4.2.1 and 4.2.2 shall entitle the Architect to an adjustment in compensation pursuant to Section 11.3 and to any Reimbursable Expenses described in Section 11.8.

§ 4.4 Except as otherwise provided herein, the Architect is not entitled to an adjustment or increase in fees for any Basic, Supplemental, or Additional Services in the event that construction costs or other factors result in an increase to the Project Budget.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 Based upon information provided by the Owner, the GC/CM and Architect and in consultation with each other and the Owner will assist in the periodic update to the budget for the Project using the GC/CM's cost estimates, including that portion allocated for the Cost of the Work. An update shall be prepared at least once during each phase of the Architect's services, but not less than once every thirty days. The Owner shall not significantly increase or decrease the budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the budget or a portion of the budget, without the agreement in writing of the Architect to a corresponding change in the Project scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 DELETED BY OWNER

§ 5.5 As necessary for the Project, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and GC/CMs maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the GC/CM that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the GC/CM otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner's failure or omission to give such notice shall not relieve the Architect of its responsibilities under this Agreement and the Owner shall have no duty of observation, inspection, or investigation.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and GC/CM, including the General Conditions of the Contract for Construction and any addenda or amendments thereto.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the GC/CM to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter the Architect's responsibilities hereunder and with respect to such documents and other matters.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include GC/CMs' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the GC/CM with the assistance of the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the GC/CM's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In assisting with the preparation of estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate and coordinate with the GC/CM to provide such estimate to the Owner.

(Paragraph deleted)

§ 6.5 If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect in collaboration with the GC/CM shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Notwithstanding the foregoing, the Owner is not obligated to adjust the Project's size, quality, or budget for the Cost of the Work and such determination is solely at the discretion of Owner's Board of Trustees.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bids or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect and the GC/CM, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are designated Instruments of Service. The Architect shall hold all copyrights in the Drawings, Specifications and other documents prepared by the Architect for this Project. However, the Architect gives the Owner an irrevocable license to use and reproduce the Drawings, Specifications and other documents prepared by the Architect for completion of this Project in the event the Architect is terminated: (a) for any reason; (b) if a dispute arises between the Architect and the Owner which results in a substantial delay in the progress of the Project; or (c) for any additions, alterations, modifications or other work to the Project after completion of the Project. This license is for the benefit of the Owner and its assigns and permits the Owner to retain other architects, engineers, and design professionals who may use the Drawings, Specifications and other documents for such purposes. The Architect shall not be responsible for any alterations or modifications to the Instruments of Service if used by the Owners or architects, engineers or design professionals employed by the Owner other than the Architect as permitted herein. If the Architect rightfully terminated this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate unless the Owner, at its sole election, chooses to continue the use of Drawings, Specifications, and other documents. In such instance, the Owner shall notify the Architect of its intent to extend the irrevocable license through completion of the Project. The Architect shall not use or allow to be used the Drawings, Specifications and reports or the unique design aspects of this Project for any other project without the prior written approval of the Owner. The Architect may re-use standard specification texts and details.

§ 7.3.1 In the event the Owner uses the Instruments of Service in violation of the provisions in this Article 7, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully uses the Instruments of Services in accordance with Article 7.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.3 In the event of any dispute between the Owner and the Architect under this Agreement, including but not limited to whether any services the Owner expects the Architect to perform are within the scope of Basic Services or

any dispute as to whether the Architect is entitled to additional compensation for any Work requested, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the controversy.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be mediated prior to proceeding to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which shall be governed by process and rules to which the parties mutually agree. If the parties cannot agree on mediation process and rules, the may be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation may proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in the Tenth Judicial District Court of Montana
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.2.5 In the event either party files suit to enforce their rights under this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any provision of this Agreement shall be filed in the Tenth Judicial District Court for the State of Montana (Fergus County). Montana law shall apply in the event that suit is filed to enforce any provisions of this Agreement.

§ 8.2.6 The Architect agrees to indemnify, defend and hold harmless the Owner and its trustees, officers, agents and employees from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney fees) but only to the extent that such liability damages, losses and costs are caused by the negligence, reckless, or intentional acts, omissions or misconduct of the Architect or those for whom the Architect is legally liable for rendering professional services under this Agreement. The Architect is not obligated to defend, indemnify or hold harmless the Owner or its trustees, officers, agents and employees from liability, damages or costs alleged to arise from the acts, omissions or misconduct of the Owner, any for whom the Owner is responsible, or any third party for whom the Architect is not legally liable. The Architect's obligations to indemnify, defend and hold harmless the Owner and its trustees, officers, agents, and employees shall include any claims, actions, liabilities, losses, damages, costs and expenses (including but not limited to attorney fees) arising from a claim or lien asserted by one of the Architect's consultants for non-payment by the Architect to that consultant after the Owner has made payment to the Architect on account of that consultant's work.

The Owner agrees to indemnify, defend and hold harmless the Architect and its members, partners, principals, shareholders, agents and employees from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney fees) but only to the extent cause by the negligence, recklessness or intentional acts, omissions, or misconduct of the Owner for those for whom the Owner is legally liable. The Owner is not obligated to indemnify, defend or hold harmless the Architect or its members, partners, principals, shareholders, agents and employees from liability, damages or costs alleged to arise from the acts, omissions or misconduct of the Architect, any for whom the Architect is responsible, or third party for whom the Owner is not legally liable.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension if in dispute. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted with the Owner's written agreement.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen (14) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable profit margin for work performed prior to termination in accordance with the compensation set forth in Article 11.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee: None
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction and any addenda, riders or amendments thereto.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall promptly notify the Owner if the Architect has reason to believe such materials or substances exist.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or GC/CMs in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and GC/CMs are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Exhibit B, stipulated sum
- .2 Percentage Basis
(Insert percentage value)

N/A
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates and expenses provided in Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly rates and expenses provided in Exhibit B

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

At hourly rates and expenses provided in Exhibit B

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Three	percent (3	%)
Construction Phase	Twenty Seven	percent (27	%)

Total Basic Compensation	one hundred	percent (100	%)
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence from Great Falls to Lewistown
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective if applicable; and,
- .11 Other similar Project-related expenditures.
- .12 Unless the Architect has prior written approval from the owner, under no circumstance shall reimbursable expenses exceed the amount of estimated reimbursable expenses outlined in the most Architects budget for the Project.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. The Architect shall submit invoices for payment for services no later than the first Monday of each month. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

ten % 5% per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to GC/CMs for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Records which provide the basis for the Architect's compensation and Reimbursable Expenses relating to the Project and records of accounts between the Owner and the Architect shall be kept on a generally recognized accounting basis. Such records shall be available for audit by the Owner or its authorized representative during normal business hours at the Architect's principal place of business for a period of one year following Substantial Completion of the project upon request of the Owner.

§ 11.10.2.4 Promptly upon receipt, the Owner shall review the Architect's application for payment. If the Owner disputes in good faith all or any portion of any statement, the Owner shall notify the Architect within thirty (30) days of receipt of the disputed statement. Such notification shall clearly indicate that portion of the statement which the Owner disputes or for which the Owner claims a setoff and shall include a reasonably detailed explanation of the reasons for disputing such portion or for the setoff respectively. Any statement or portion of a statement not disputed by the Owner in the manner and within the time period set forth above shall be paid by the Owner within thirty (30) days of receipt; provided, that such payment shall not act as the Owner's waiver of any claims that may be asserted against the Architect for the performance of defective or deficient services. The Owner shall not be required to make payment to the Architect on account of any amount disputed in good faith by the Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due the Architect under this Agreement until the matter is so resolved by the parties. If the resolution of the matter indicates that the Architect is entitled to be paid all or any portion of such disputed amount, then such amount to be paid to the Architect shall be due and payable within ten (10) days after resolution of the matter.

§ 11.10.2.5 Fees paid by the Owner to the Architect prior to the date of this contract and for the project named herein are to be credited toward the total fee described in article 11.1.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Approval by the Owner of plans, studies, designs, specifications, reports and incidental work furnished hereunder shall not in any way relieve the Architect of responsibility for the technical adequacy of its work. The Owner's approval or acceptance of, or payment for, any of the Architect's services shall not be construed to operate as a waiver of any rights under this Agreement or cause of action arising out of the performance of this agreement.

§ 12.2 The Architect represents it is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Services and perform its obligations under this Agreement and under the Contract Documents. The Architect further acknowledges that the Owner is relying on the Architect's representations that it possesses sufficient skill, knowledge, experience and the ability to fully perform the Services and its obligations under this Agreement.

§ 12.3 The Architect warrants that it has not employed or retained any company or person, other than a bona fide full-time employee, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide full-time employee, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. Upon the breach or violation of this prohibition, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

NA
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
Exhibit A, Owners Approved Budget as each is developed
Exhibit B, Proposal and Rate Schedule for Architect
Exhibit C, Insurance Certificates
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Thom Peck, Superintendent
Lewistown Public School
(Printed name and title)

OWNER (Signature)

Jennifer Thompson, Board Chair
Lewistown Public Schools
(Printed name and title)

ARCHITECT (Signature)

Anthony Houtz, AIA, Associate Principal
CTA, Inc dba Cushing Terrell
(Printed name, title, and license number, if required)

**LEWISTOWN PUBLIC SCHOOLS
DISTRICT BOND INITIATIVE DESIGN**

EXHIBIT A - ARCHITECT- ENGINEER FEE CALCULATIONS

Rev. 03.11.2022

Construction Cost Assumptions

1. Lewis and Clark Elementary		\$	8,198,610
2. Lewistown Junior High		\$	3,836,140
3. Highland Park Elementary		\$	2,442,866
4. Garfield Elementary		\$	2,707,804
5. Construction Contingency	2%	\$	343,708

TOTAL CONSTRUCTION COST ASSUMPTIONS FOR CALCULATIONS	\$	17,529,128
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Basic Services Fees

1. Lewis and Clark Elementary	\$	764,750
2. Lewistown Junior High	\$	304,264
3. Highland Park Elementary	\$	155,470
4. Garfield Elementary	\$	190,500

Total Basic Services	\$	1,414,984
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Additional Services

Geotechnical	N/A
Civil Engineering - All Sites	\$ 125,000
Survey	included w/ Civil
Hazardous Materials Survey - all schools (Allowance)	N/A
Fundamental Commissioning	N/A
Renovation Roof Replacement Scope (4 schools) - Not To Exceed	\$ 125,111

Support

Sound Consultant	N/A
A/V Design	N/A
Fire Alarm Design (included in Basic Services)	included
FFE Procurement (Allowance)	N/A
Fire Protection Design	included
TOTAL ADDITIONAL SERVICES	\$ 250,111

TOTAL ALL FEES	\$	1,665,095
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Estimated Reimbursibles

Print/Hndl-Const Docs - all projects combined	\$	4,000
TOTAL REIMBURSIBLES	\$	4,000

TOTAL ALL DESIGN COSTS & EXPENSES	\$	1,669,095
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2022 Standard Hourly Rates



ARCHITECTURAL

	Min	Max
Architectural Production.....	\$ 81.00	\$ 111.00
Architectural.....	\$ 81.00	\$ 149.00
Project Architect.....	\$ 106.00	\$ 184.00
Project Management - Architectural.....	\$ 131.00	\$ 211.00
Director/Lead of Architectural	\$ 193.00	\$ 254.00
Landscape Architect.....	\$ 88.00	\$ 123.00
Landscape Architect Senior.....	\$ 140.00	\$ 199.00
Planner.....	\$ 88.00	\$ 156.00
Interior Designer.....	\$ 77.00	\$ 162.00
Interior Designer Senior.....	\$ 133.00	\$ 201.00
Architectural Principal.....	\$ 186.00	\$ 313.00

ENGINEERING

Engineering Production Civil.....	\$ 101.00	\$ 129.00
Engineering Civil.....	\$ 133.00	\$ 183.00
Engineering Civil Senior.....	\$ 180.00	\$ 234.00
Engineering Production Structural.....	\$ 98.00	\$ 124.00
Engineering Structural.....	\$ 121.00	\$ 186.00
Engineering Structural Senior.....	\$ 188.00	\$ 215.00
Engineering Production Electrical.....	\$ 86.00	\$ 131.00
Engineering Electrical.....	\$ 107.00	\$ 192.00
Engineering Electrical Senior.....	\$ 226.00	\$ 244.00
Engineering Production Mechanical.....	\$ 64.00	\$ 127.00
Engineering Mechanical.....	\$ 114.00	\$ 222.00
Engineering Mechanical Senior.....	\$ 155.00	\$ 228.00
Engineering Production Refrigeration.....	\$ 96.00	\$ 120.00
Engineering Refrigeration.....	\$ 136.00	\$ 151.00
Engineering Refrigeration Senior.....	\$ 201.00	\$ 224.00
Engineering Principal.....	\$ 188.00	\$ 268.00

SUPPORT

Project Coordinator.....	\$ 72.00	\$ 99.00
Administrative Assistant.....	\$ 67.00	\$ 102.00
Graphic Designer.....	\$ 74.00	\$ 137.00

cushingterrell.com

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

12

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

ITEM TITLE: APPROVE JR. HIGH SCHOOL ROOF MAINTENANCE AND COATING PROJECT BID FOR THE SUMMER OF 2022

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

SUMMARY:

The Board of Trustees needs to approve the Jr. High School roof maintenance and coating project bid to Summit Roofing for the summer of 2022. This will be the first phase of the bond project.

SUGGESTED ACTION: Approve Jr. High School Roof Maintenance and Coating Project Bid

☒ Additional Information Attached

NOTES:

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

MEMORANDUM

Date: May 24, 2022

To: Lewistown Public Schools
Attn: Jason Fry
1201 Boulder 215 7th Avenue South
Lewistown, MT 59457

From: Cushing Terrell

RE: Award Recommendation
Lewistown Jr. High School – Roof Maintenance & Coating Project

To whom it may concern.

The Lewistown Jr. High School Roof Maintenance & Coating Project for the summer of 2022 bid on May 24, 2022. The contractor that provided the school district with the lowest bid to perform the work was Summit Roofing. Summit Roofing bid was \$62,283 lower than the next low bid.

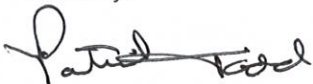
The project Base Bid consisted of providing Roof maintenance work throughout the entire roof and also providing a price for installing a Roof Coating price. The bid tab also asked the contract to provide an alternate price for installing a 60 Mil single ply membrane over the existing mineral surfaced roofing system. Both systems were also required to provide a 20 yr. warranty.

Cushing Terrell believes the submitted low bid falls well within in line with current pricing even with the material volatility currently being seen throughout the roofing marketplace. Cushing Terrell is also confident in Summit Roofing ability to successfully perform the work of the project in accordance with the Construction Documents.

It is Cushing Terrell's recommendation that the school district award the contract for the Roof Maintenance and excepting Alternate #1 for installing a 60 Mil Single Ply Membrane over the existing roofing system for the Project at the Lewistown Jr. High School to Summit Roofing, Inc. in the amount of \$179,400.00.

Please see attached official bid tabulation sheet.

Sincerely,



Patrick Todd
Associate / Roofing & Building Envelope Specialist

**Project: Lewistown Jr. High
Roof Maintenance & Coating Project 2022**

Date: 5/24/2022
Location: Facility Service
Time: 2:00 PM

Project Ref: LPS22_LEWJRHHG

Base Bid									
CONTRACTOR	Red'd 10% Bid Bond	Rec'd. Add. # 1	Rec'd. Add. # 2	Roof Maint.	Roof Coating	Total Roof maint / Coating	Alternate #1	Total Roof maint / 60 Mil MEM.	
Metal Work of Montana. INC. Contractor Registration #8192	X	X	X	\$ 150,010.00	\$ 380,888.00	\$530,898	\$ 198,882.00	\$348,892	
Summit Roofing Contractor Registration #55897	X	X	X	\$ 5,000.00	\$ 225,000.00	\$230,000	\$ 174,400.00	\$179,400	
Empire Roofing Inc. Contractor Registration # 10451	X	X	X	\$ 39,901.00	\$ 278,813.00	\$318,714	\$ 201,782.00	\$241,683	
CentiMark, Corp Contractor Registration # 31442	X	X	X	\$ 55,413.00	\$ 220,879.00	\$276,292	\$ 196,071.00	\$251,484	
Cushing Terrell 5/18/2022				\$21,374	\$245,876	\$267,250	\$197,244	\$218,618	

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

13

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

ITEM TITLE: APPROVE THE USE OF BOND PREMIUM PROCEEDS FOR CONSTRUCTION EXPENSES FOR THE ELEMENTARY BOND PROJECT

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

SUMMARY:

The Board of Trustees needs to approve the use of bond premium funds for the elementary construction projects.

SUGGESTED ACTION: Approve the Use of Bond Premium Proceeds for Construction expenses for the Elementary Bond Project.

☐ Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

14

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

ITEM TITLE: APPROVE EXTENSION OF GRASS RANGE BUS ROUTE INTO THE LEWISTOWN SCHOOL DISTRICT

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

SUMMARY:

The Board of Trustees needs to approve the request from Grass Range Public Schools to extend their bus routes into the Lewistown School District as described on the attachments.

SUGGESTED ACTION: Approve Extension of Grass Range Bus Routes into the Lewistown School District

☒ Additional Information Attached

NOTES:

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

Fergus County

Bus Transportation Agreement

Out -of- District Approval
Out -of- County Approval

The Board of Trustees of Grass Range School District No.27, Fergus County and the Board of Trustees of Lewistown Public Schools No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Grass Range School for the 2022-2023 school year.

This agreement is blanket coverage for students who are transported by District #27 buses to attend Grass Range School.

Description of Route: Cheadle Route

The Grass Range (Cheadle) bus enters the Lewistown District on Highway 87, proceeds west approximately 1/4 mile to Stillman Road and then turns around.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chair
Grass Range School District # 27

Board Chair
Lewistown School District #1

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chair

* Proposed new bus routes must follow current laws, approval between school districts and approval by the Fergus County Transportation Committee

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

15

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

ITEM TITLE: APPROVE EXTENSION OF LEWISTOWN BUS ROUTE INTO THE GRASS RANGE SCHOOL DISTRICT

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

SUMMARY:

The Board of Trustees needs to approve the request from Lewistown Schools to extend their bus route into the Grass Range School District as described on the attachment.

SUGGESTED ACTION: Approve Extension of Lewistown Bus Route into the Grass Range School District

☒ **Additional Information Attached**

NOTES:

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

FERGUS COUNTY BUS TRANSPORTATION AGREEMENT

OUT-OF-DISTRICT APPROVAL

OUT-OF-COUNTY APPROVAL

The Board of Trustees of Lewistown School District #1, Fergus County, and the Board of Trustees of Grass Range School District #27, Fergus County, agree and approve the out-of-district/county approved bus route extensions to pick up students to attend the Lewistown Schools for the 2022-2023 School Year.

This agreement is a blanket coverage for students who are transported by Lewistown School District #1 buses to attend Lewistown Schools.

Description of Bus Route:

Bus Route 2 – Morning and afternoon bus routes travel over the divide into the Grass Range School District to the Cheadle-Piper Cutoff North and then turns around.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chair
Lewistown School District #1

Board Chair
Grass Range School District #27

Date: _____

Date: _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chair

*Proposed new bus routes must follow current laws, approval between school districts and approved by the Fergus County Transportation Committee.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

16

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

ITEM TITLE: APPROVE EXTENSION OF THE WINIFRED BUS ROUTE INTO THE LEWISTOWN SCHOOL DISTRICT

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

SUMMARY:

The Board of Trustees needs to approve the request from Winifred Public Schools to extend their bus route into the Lewistown School District as described on the attachment.

SUGGESTED ACTION: Approve Extension of Winifred Bus Route into the Lewistown School District

☒ **Additional Information Attached**

NOTES:

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

Fergus County Bus Transportation Agreement

Out -of- District Approval

The Board of Trustees of Winifred District No. 115, Fergus County and the Board of Trustees of Lewistown School District No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Winifred Schools for the 2022-2023 school year.

This agreement is a blanket coverage for students who are transported by District 115 buses to attend Winifred Schools.

Description of Route:

Winifred to Hilger – Highway Route for 23 miles to Hilger. Turn around at mile 23 by Hilger Grain Elevator and head back to Winifred.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chairman

Board Chairman

School Dist # _____

School Dist # _____

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chairman

Fergus County Bus Transportation Agreement

Out -of- District Approval

The Board of Trustees of Winifred District No. 115, Fergus County and the Board of Trustees of Lewistown School District No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Winifred Schools for the 2022-2023 school year.

This agreement is a blanket coverage for students who are transported by District 115 buses to attend Winifred Schools.

Description of Route:

The Salt Creek Bus Route enters the Lewistown Elementary School District from the intersection of the Salt Creek Road and Moulton Road and continues west and north for approximately 5.3 miles where it reenters the Winifred k-12 School District.

Salt Creek Bus Route turns west off of the Salt Creek Road on to the Plum Creek Road for approximately 4.3 miles. It then turns east on to a private driveway for approximately 1.1 miles, turn around in a private driveway, and then returns to the Salt Creek Road for the remainder of the route.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chairman

Board Chairman

School Dist # _____

School Dist # _____

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chairman

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

17

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

ITEM TITLE: APPROVE EXTENSION OF THE MOORE BUS ROUTES INTO THE LEWISTOWN SCHOOL DISTRICT

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

The Board of Trustees needs to approve the request from Moore Public Schools to extend their bus routes into the Lewistown School District as described on the attachments.

SUGGESTED ACTION: Approve Extension of Moore Bus Routes into the Lewistown School District

☒ Additional Information Attached

NOTES:

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

Fergus County

Bus Transportation Agreement

Out-of-District Approval

Out-of-County Approval

The Board of Trustees of Moore District No. 44, Fergus County and the Board of Trustees of Lewistown No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Moore School for the 2022-2023 school year.

This agreement is a blanket coverage for students who are transported by District #44 buses to attend Moore School.

Description of Route: Bus leaves Moore School proceeding north on the Ross Fork Road for 12 miles, turns right for 2.3 miles, makes a left turn on to Spring Creek Colony turnaround (Lewistown High School District). Goes back west to Ross Fork to pick up the DeBelly student, then travels south on Ross Fork road 3 miles and turns left onto Lower Cottonwood road. Travels a half mile turning right on Wichman road. Travels two miles to pick up the Martin students, proceeds a half mile to pick up Wichman students, then turns around goes a half mile back to Wild Rose Road for 3 miles back to Hwy. 87 to pick up Cundiff (Lewistown/King Colony Districts) and Tresch student (Lewistown District). Travel on Hwy. 87 to the Moore School.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chairman

Board Chairman

School Dist. #

School Dist. #

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____

No _____

Date _____

County Transportation Committee Chairman

*Proposed new bus routes must follow current laws, approval between school districts and approved by the Fergus County Transportation Committee

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

18

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

ITEM TITLE: APPROVE REQUEST TO TRANSFER MONEY BETWEEN THE ELEMENTARY AND
HIGH SCHOOL GENERAL FUND(S) TO THE RESPECTIVE COMPENSATED
ABSENCES FUND(S)

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

The Board of Trustees needs to approve the request to transfer money between the Elementary and High School General Fund(s) to the Respective Compensated Absences Fund(s) as outlined in the attachment.

SUGGESTED ACTION: Approve Request to Transfer Money between the Elementary and High School General Fund(s) to the Respective Compensated Absences Fund(s)

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

District Administration requests Board approval to transfer year-end money from the General Funds to the Compensated Absences fund in accordance with 20-9-512, MCA (below). School General Fund budgets are use-it-or-lose-it; that is, General Fund money not spent by June 30 may not be used in the next fiscal year.

Although we have plans for both our Elementary and High School General Funds, we often have a small amount of money left at year end. One place districts can accumulate the money is the 'Compensated Absences Fund'. Money in the Compensated Absences Fund may only be used to pay the termination pay of non-teaching employees. Nevertheless, the money can carry from year to year and it gives the District flexibility in future years when General Fund budgets are not available to finance these costs. Transfers from the General Fund represent the only way to fund the Compensated Absences Fund.

District Administration requests Board approval to transfer money from the Elementary and/or High School General Fund(s) to the respective Compensated Absences Fund(s) at fiscal year end. The transfer will be in an amount not to exceed the General Fund budget and within the limitations of the Compensated Absences Fund. Transfer amounts will be reported back to the Board.

20-9-512. Compensated Absence Liability Fund.

- (1) The trustees of a school district may establish a compensated absence liability fund for the purpose of paying:
 - (a) any accumulated amount of sick leave that a nonteaching or administrative school district employee is entitled to upon termination of employment with the district in accordance with the provisions of 2-18-618; and
 - (b) any accumulated amount of vacation leave that a nonteaching or administrative school district employee is entitled to upon termination of employment with the district.
- (2) The compensated absence liability fund may be used only for the stated purpose of this section.
- (3) The trustees may transfer money from the general fund, within the adopted budget, to establish and maintain the compensated absence liability fund.
- (4) The maximum amount in a reserve fund established under the provisions of subsections (1) and (3) may not exceed 30% of:
 - (a) the total school district liability for accumulated sick leave of nonteaching and administrative school district employees on June 30 of the current school fiscal year; and
 - (b) the total school district liability for accumulated vacation leave of nonteaching and administrative school district employees on June 30 of the current school fiscal year.
- (5) For the purposes of this section, "administrative school district employee" means a school district employee who is employed in an administrative position and who accrues vacation leave as part of the employee's contract with the school district.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

19

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

ITEM TITLE: APPROVE REQUEST TO TRANSFER MONEY BETWEEN THE ELEMENTARY AND HIGH SCHOOL GENERAL FUND(S) TO THE INTERLOCAL FUND

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

The Board of Trustees needs to approve the request to transfer money between the Elementary and High School General Fund(s) to the Interlocal Fund as outlined in the attachment.

SUGGESTED ACTION: Approve Request to Transfer Money between the Elementary and High School General Fund(s) to the Inter local Fund.

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

District Administration requests Board approval to transfer year-end money from the General Funds to the Interlocal Fund in accordance with 20-3-363, MCA (below). School General Fund budgets are use-it-or-lose-it; that is, General Fund money not spent by June 30 may not be used in the next fiscal year.

Although we have plans for both our Elementary and High School General Funds, we often have a small amount of money left at year end. Legislature now allows districts to roll and accumulate money in the "Interlocal Fund". Per Multi-District Agreements approved and signed by the Board, monies transferred to the Interlocal Fund may be used for the same purposes as the General Fund and may be used towards expenses from either district. This is extremely beneficial in those years where enrollment "bubbles" may cause a shortage in one budget and a surplus in another.

District Administration requests the Board approval to transfer money from the Elementary and/or High School General Fund(s) to the Interlocal Fund at fiscal year-end. The transfers to the Interlocal Cooperative Fund from each Participating District's General Fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. Transfer amounts will be reported back to the Board.

20-3-363. Multidistrict agreements -- fund transfers. (1) The boards of trustees of any two or more school districts may enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts and to provide for the joint funding and operation and maintenance of all participating districts upon the terms and conditions as may be mutually agreed to by the districts subject to the conditions of this section. An agreement must include provisions for dissolution of the cooperative, including the conditions under which dissolution may occur and the disposition of any remaining funds that had been transferred to an Interlocal cooperative fund in support of the cooperative. An agreement must be approved by the boards of trustees of all participating districts and must include a provision specifying terms upon which a district may exit the multidistrict cooperative. The agreement may be for a period of up to 3 years.

(2) All expenditures in support of the multidistrict agreement may be made from the Interlocal cooperative fund as specified in [20-9-703](#) and [20-9-704](#). Each participating district of the multidistrict cooperative may transfer funds into the Interlocal cooperative fund from the district's general fund, budgeted funds other than the retirement fund or debt service fund, or nonbudgeted funds other than the compensated absence liability fund. Transfers to the Interlocal cooperative fund from each participating school district's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. Transfers from the retirement fund and debt service fund are prohibited. Transfers may not be made with funds restricted by federal law unless the transfer is in compliance with any restrictions or conditions imposed by federal law.

(3) Expenditures from the Interlocal cooperative fund under this section are limited to those expenditures that are permitted by law and that are within the final budget for the budgeted fund from which the transfer was made.

(4) The intent of this section is to increase the flexibility and efficiency of school districts without an increase in local taxes. In furtherance of this intent, if transfers of funds are made from any school district fund supported by a nonvoted levy, the district may not increase its nonvoted levy for the purpose of restoring the amount of funds transferred.

(5) As used in this title, "multidistrict cooperative" means a public entity created by two or more school districts executing a multidistrict agreement under this section or any school district or other public entity participating in an Interlocal cooperative agreement under the provisions of Title 20, chapter 9, part 7, as either a coordinating or a cooperating agency.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

20

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

ITEM TITLE: APPROVE INDIVIDUAL TRANSPORTATION CONTRACTS FOR THE HIGH SCHOOL DISTRICT

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

The Board of Trustees needs to approve an Individual Transportation Contracts for the following:

Zelda Boogman
Keith Knerr

SUGGESTED ACTION: Approve Individual Transportation Contracts for the High School District

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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



INDIVIDUAL TRANSPORTATION CONTRACT

TR-4 (03/2018)

School Year 2022 - 2023

Due to School Clerk June 1

Contract # 53894

Elementary District Responsible for Reimbursing Contract	County	Legal Entity
High School or K-12 District Responsible for Reimbursing the Contract Fergus H S	Fergus	0259

Is this a contract shared between elementary and high school?

☐ Yes ☒ No

Are you applying for isolation status?

☐ Yes ☒ No

(If yes, please attach explanation)

Isolation: Section 20-10-142, MCA provides for increased reimbursement rates for special circumstances of residence. In order to receive increased rates, individual circumstances must be reviewed and approved by the trustees of the district, the county transportation committee, and the Office of Public Instruction. (10.7.116 ARM provides guidelines for such.)

Check here only if increased payment due to isolation has been approved

Initials

Elem District Approval	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
HS District Approval	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
County District Approval	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Parent or Guardian Name:

Zelda Boogman

Physical Address (street address only).

Distance from Home to nearest school (one way)

EL 0.00 HS/K12 0.00

Distance from home to nearest bus stop, if any (one way)

EL 0.00 HS/K12 4.70

☐ Contract is for one-way only

Students in each grade level covered by this contract

	Pre-K	K	1-8	9-12
Total	Total	Total	Total	Total
Regular Trans	0.00	0.00	1.00	
Spec. Ed. Trans	0.00	0.00	0.00	0.00
Room & Board	0.00	0.00	0.00	
Coresponse	0.00	0.00	0.00	
Reg. Contingency	0.00	0.00	0.00	
Spec. Ed. Contin.	0.00	0.00	0.00	0.00

Student Name	School	Grade
Student Name	School	Grade
Student Name	School	Grade
Student Name	School	Grade

THIS CONTRACT IS FOR:

Grades K-12

☐ 1st Semester Only ☐ 2nd Semester Only ☐ Both

Prekindergarten

☐ 1st Semester Only ☐ 2nd Semester Only ☐ Both

PREKINDERGARTEN

Prekindergarten child rides WITH other school age students also covered by this contract

To or from Bus Stop 0.00 times per day 0 days per week

To or from School 0 times per day 0 days per week

Prekindergarten child rides WITHOUT other school-age students

To or from Bus Stop 0 times per day 0 days per week

To or from School 0 times per day 0 days per week

DEADLINES:

PARENTS: Due to School Clerk June 1

CLERKS: Send original to County Supt by July 1, retain a for your files

REIMBURSEMENT RATES

determined by 20-10-142, MCA

EL	HS
\$0.00	\$1.19

Agreement between parent (parent name) _____, and school district (district name) _____

County, hereinafter referred to as the District(s).

The parties agree as follows:

- The parent shall transport or provide transportation for the student(s) to and from the school or bus stop on the days when school is in session.
The parent or guardian assures that a licensed and insured driver will transport the students. Mileage contracts are valid only when transportation for the distance reported on the contract actually occurs.
- In March and June, the District shall pay the parent the sum officially approved in the application upon certification by the teacher or principal of the school of the number of days the student(s) was transported for the past semester.
- The payment shall be computed on the basis of the schedule established in Section 20-10-142, MCA, and the information accompanying this contract.

I attest the above information is true and correct

Elementary School District

Chair, Board of Trustees

Date

High School district

Chair, Board of Trustees

Date

Fergus H S

Signature - Parent or Guardian

Date

Address, City, Zip Code

Phone Number



INDIVIDUAL TRANSPORTATION CONTRACT

TR-4 (03/2018)

School Year 2022 - 2023

Due to School Clerk June 1

Contract # 53895

Elementary District Responsible for Reimbursing Contract	County	Legal Entity
High School or K-12 District Responsible for Reimbursing the Contract Fergus H S	Fergus	0259

Is this a contract shared between elementary and high school?

☐ Yes☒ No

Are you applying for isolation status?

☐ Yes☒ No

(If yes, please attach explanation)

Isolation: Section 20-10-142, MCA provides for increased reimbursement rates for special circumstances of residence. In order to receive increased rates, individual circumstances must be reviewed and approved by the trustees of the district, the county transportation committee, and the Office of Public Instruction. (10.7.116 ARM provides guidelines for such.)

Check here only if increased payment due to isolation has been approved

Initials

Elem District Approval

☐ Yes☒ No

HS District Approval

☐ Yes☒ No

County District Approval

☐ Yes☒ No

Parent or Guardian Name:

Keith Knerr

Physical Address (street address only).

Distance from Home to nearest school (one way)

EL 0.00

HS/K12 0.00

Distance from home to nearest bus stop, if any (one way)

EL 0.00

HS/K12 5.00

☐ Contract is for one-way only

Students in each grade level covered by this contract

	Pre-K	K	1-8	9-12
Total	Total	Total	Total	Total
Regular Trans	0.00	0.00	1.00	
Spec. Ed. Trans	0.00	0.00	0.00	0.00
Room & Board	0.00	0.00	0.00	
Coresponse	0.00	0.00	0.00	
Reg. Contingency	0.00	0.00	0.00	
Spec. Ed. Contin.	0.00	0.00	0.00	0.00

Student Name

School

Grade

Student Name

School

Grade

Student Name

School

Grade

Student Name

School

Grade

THIS CONTRACT IS FOR:

Grades K-12

☐ 1st Semester Only☐ 2nd Semester Only☐ Both

Prekindergarten

☐ 1st Semester Only☐ 2nd Semester Only☐ Both**PREKINDERGARTEN**

Prekindergarten child rides WITH other school age students also covered by this contract

To or from Bus Stop 0.00 times per day 0 days per week

To or from School 0 times per day 0 days per week

Prekindergarten child rides WITHOUT other school-age students

To or from Bus Stop 0 times per day 0 days per week

To or from School 0 times per day 0 days per week

DEADLINES:**PARENTS:** Due to School Clerk June 1**CLERKS:** Send original to County Supt by July 1, retain a for your files**REIMBURSEMENT RATES**

determined by 20-10-142, MCA

EL

HS

\$0.00

\$1.40

Agreement between parent (parent name)

, and school district (district name)

County, hereinafter referred to as the District(s).

The parties agree as follows:

- The parent shall transport or provide transportation for the student(s) to and from the school or bus stop on the days when school is in session. The parent or guardian assures that a licensed and insured driver will transport the students. Mileage contracts are valid only when transportation for the distance reported on the contract actually occurs.
- In March and June, the District shall pay the parent the sum officially approved in the application upon certification by the teacher or principal of the school of the number of days the student(s) was transported for the past semester.
- The payment shall be computed on the basis of the schedule established in Section 20-10-142, MCA, and the information accompanying this contract.

I attest the above information is true and correct

Elementary School District

Chair, Board of Trustees

Date

High School district

Chair, Board of Trustees

Date

Fergus H S

Signature - Parent or Guardian

Date

Address, City, Zip Code

Phone Number

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

21

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

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

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

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

SUGGESTED ACTION: Approve Claim for Individual Contract Bus Reimbursement

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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



TR-5
Individual Contract Reimbursement Claim
2nd Semester 2021-2022

14 Fergus
0259 Fergus H S

01/17/2022-05/27/2022

Contract #	Shared	Family Name	Daily		Days		Total
			Rate	Isolation	Transported	Reimbursed	Reimbursement
51219	False	Boogman, Zelda	1.19	No	89.0	89.0	105.91 *
52501	False	Knerr, Keith	1.40	No	87.0	87.0	121.80 *
Total Individual Contract Reimbursement							227.71

Board Chair

Signature

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

22

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

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

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

SUMMARY:

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

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

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

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

NOTES:

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



TR-6
Bus Route Reimbursement Claim
2nd Semester 2021-2022

01/18/2022-05/27/2022

14 Fergus
0258 Lewistown Elem

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
1	70.00	72.0	1.57	Eveyln C. Fletcher	4DRBWTAN9MB486977	87.0	87.0	6,884.14
2	70.00	77.0	1.80	Christopher E. Stansberry	4DRBWTAN5KB275773	87.0	87.0	8,440.74
3	100.00	72.0	0.95	Stacey L. Sramek	4DRBWTAN5MB486975	87.0	87.0	5,950.80
4	70.00	59.0	1.80	Michael R. Lehner	4DRBWAAN0hb524154	87.0	87.0	6,467.58
5	70.00	42.0	1.57	Terry L. Hogg	4DRBWAAN6GB000568	87.0	87.0	4,015.75
6	70.00	62.0	1.57	Michael D. Perrine	4DRBWTAN3LB251473	87.0	87.0	5,928.01
7	70.00	83.0	0.95	Albert C. White	4DRBUAAL1FB033528	87.0	87.0	4,801.97
8	70.00	45.0	1.80	Tina C. McGowan	4DRBWAAN1EB481987	87.0	87.0	4,932.90
Total Bus Route Reimbursement								47,421.89

Board Chair

Signature



TR-6
Bus Route Reimbursement Claim
2nd Semester 2021-2022

01/18/2022-05/27/2022

14 Fergus
0259 Fergus H S

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
1	30.00	72.0	1.57	Eveyln C. Fletcher	4DRBWTAN9MB486977	87.0	87.0	2,950.34
2	30.00	77.0	1.80	Christopher E. Stansberry	4DRBWTAN5KB275773	87.0	87.0	3,617.46
4	30.00	59.0	1.80	Michael R. Lehner	4DRBWAAN0hb524154	87.0	87.0	2,771.82
5	30.00	42.0	1.57	Terry L. Hogg	4DRBWAAN6GB000568	87.0	87.0	1,721.03
6	30.00	62.0	1.57	Michael D. Perrine	4DRBWTAN3LB251473	87.0	87.0	2,540.57
7	30.00	83.0	0.95	Albert C. White	4DRBUAAL1FB033528	87.0	87.0	2,057.99
8	30.00	45.0	1.80	Tina C. McGowan	4DRBWAAN1EB481987	87.0	87.0	2,114.10
Total Bus Route Reimbursement								17,773.31

Board Chair

Signature

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

23

ITEM TITLE: APPOINT ROB ODERMANN TO COUNTY TRANSPORTATION COMMITTEE

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

SUMMARY:

The Board of Trustees needs to appoint Rob Odermann to the County Transportation Committee.

SUGGESTED ACTION: Appoint Rob Odermann to County Transportation Committee

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

24

ITEM TITLE: APPROVE FERGUS HIGH SCHOOL STUDENT/PARENT HANDBOOK

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

SUMMARY:

The Board of Trustees needs to approve the Fergus High School Student/Parent Handbook

SUGGESTED ACTION: Approve Fergus High School Student/Parent Handbook

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

25

ITEM TITLE: APPROVE ELEMENTARY SCHOOLS STUDENT/PARENT HANDBOOK

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

SUMMARY:

The Board of Trustees needs to approve the Elementary Schools Student/Parent Handbook.

SUGGESTED ACTION: Approve Elementary Schools Student/Parent Handbook.

Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA
ITEM

Meeting Date

06/13/2022

Agenda Item No.

26

ITEM TITLE: APPROVE SUBSTITUTE AND ACTIVITY BUS DRIVER RATES

Requested By: Board of Trustees **Prepared By:** Thom Peck/Rebekah Rhoades

SUMMARY:

The Board of Trustees needs to approve the following pay rates:

Activity Bus Drivers - \$14.00 per hour

Substitute Non-Classroom – Step 0 on Classified Salary Matrix

Substitute Teachers - \$14.00 per hour for Certified Teachers (current or not) or a Master's Degree or higher;
\$13.00 per hour for all other substitutes who are not Certified Teachers.

Substitute Paraprofessionals - \$13.00 per hour.

SUGGESTED ACTION: Approve Activity and Bus Driver Rates

Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

27

ITEM TITLE: APPROVE LEWISTOWN PUBLIC SCHOOLS MTSBA MEMBERSHIP

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

SUMMARY:

The Board of Trustees needs to approve the MTSBA Membership.

SUGGESTED ACTION: Approve MTSBA Membership

☒ **Additional Information Attached**

NOTES:

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

**Montana School Boards Association**

863 Great Northern Blvd Ste 301
Helena, MT 59601 United States
Phone: (406) 442-2180
www.mtsba.org

Lewistown Public Schools
Rebekah Rhoades
215 7th Avenue South
Lewistown, MT 59457
United States

INVOICE

Invoice Number	0009351
Invoice Date	7/1/2022
Invoice Term	30
Due Date	7/31/2022

Memberships

Membership Renew for
Membership Type: Public School District Boards of Trustees
Membership Term: 7/1/2022 - 6/30/2023

Item	Quantity	Price	Total
Public School District Board of Trustees	1	\$8,008.00	\$8,008.00

Total: \$8,008.00
Tax Total: \$0.00
Shipping Total: \$0.00
Grand Total: \$8,008.00
Payment: \$0.00
Balance: \$8,008.00

Thank you for your business!

Please detach the portion below and return it with your payment.

REMITTANCE

Please make checks payable to:
Montana School Boards Association

863 Great Northern Blvd Ste 301
Helena, MT 59601 United States
(406) 442-2180

Invoice Number	Order 0009351
Name	
Due Date	7/31/2022
Balance	\$8,008.00
Amount Enclosed	\$

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

28

ITEM TITLE: APPROVE FERGUS HIGH SCHOOL STUDENT ACTIVITY ACCOUNT CHANGES

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

SUMMARY:

A request is being made by the following Clubs/Classes to set up a student activity account with the Fergus High School Activity Funds.

Class of 2026

A request is also being made to close the following Fergus High School Activity Fund, as this class has graduated and no longer needs to be in place.

Class of 2022

SUGGESTED ACTION: Approve Fergus High School Student Activity Account Changes

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

06/13/2022

Agenda Item No.

29

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

ITEM TITLE: APPROVE PERSONNEL REPORT

Requested By: Board of Trustees Prepared By: Christy Rogers

SUMMARY:

Attached is the Personnel Report for your review.

SUGGESTED ACTION: Approve All Items

☒ Additional Information Attached

NOTES:

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

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday June 13, 2022

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
AKREMI, Kelli	Elementary Teacher	Highland Park Elementary School	Approve appointment on schedule - BA + 30 Step 5, 1.0 FTE for up to 187 days	7/1/2022	Matthew Ventresca	Replacing Kathy Irwin
DOGAN, Tracie	Food Server/Kitchen Aide	Garfield Elementary School and Central Kitchen	Approve appointment on schedule -FOOD SERVER Step 0 for up to 3.3 hours per day and KITCHEN AIDE up to 3 hours per day for up to 186 days	8/29/2022	Amie Friesden	Replacing Joy Sullivan
FISK, Shannon	Teacher	Fergus High School	Approve appointment SUMMER SCHOOL for up to 21 days, 3 hours per day for 4 days per week at \$22.50 per hour	6/8/2022 - 7/14/2022	Tim Majerus	
GILL, David	Paraprofessional	Lewis and Clark Elementary School	Approve appointment on schedule - PARA EDUCATOR Step 1, for up to 7.5 hours per day for up to 186 days	8/29/2022	Danny Wirtzberger	Replacing Kylie Baldwin
GRUBB, Julia	Teacher	Fergus High School	Approve appointment on schedule - BA Step 0, 1.0 FTE for up to 187 days	7/1/2022	Tim Majerus	New Position
GRUENER, Matthew	Summer Session Driver Education Instructor	Lewistown Public Schools	Approve appointment for Drivers Education Instruction at \$28.00 per hour	7/5/22 - 8/3/2022	Thom Peck	
HART, Kelly	Paraprofessional	Lewis and Clark Elementary School	Approve appointment on schedule -PARA EDUCATOR, Step 0 for up to 7.5 hours per day for up to 186 days	8/29/2022	Danny Wirtzberger	Replacing Claudia Brown
HOLBECK, Kathryn	Paraprofessional	Lewis and Clark Elementary School	Approve appointment on schedule - HIGH NEEDS PARA EDUCATOR, Step 1 for up to 3.25 hours per day for up to 186 days	8/29/2022	Danny Wirtzberger	Revised Contract
KINGSFORD, Mandi	Food Server	Lewistown Jr. High School	Accept Letter of Resignation	6/2/2022	Amie Friesden	See Attached Letter
LANE, Emily	Elementary Teacher	Highland Park Elementary School	Approve appointment on schedule - MA Step 5, .1.0 FTE for up to 187 days	7/1/2022	Matthew Ventresca	Replacing LeeAnn Weinheimer
MILLER, Kim	Title One Teacher	Fergus High School	Approve appointment on schedule - MA Step 12, .50 FTE for up to 129 days	7/1/2022	Tim Majerus	Renew Contract
PAVLOVICK, Toni	Paraprofessional	Highland Park Elementary School	Approve appointment on schedule - HIGH NEEDS PARA EDUCATOR, Step 0 for up to 7.5 hours per day for up to 186 days	8/29/2022	Matthew Ventresca	Replacing Sean Burnham
RECOMMENDATIONS FOR EXTENDED SCHOOL YEAR (ESY) STAFF	Special Education Summer School Aides	Lewistown Public Schools	Approve appointment on schedule as per attached recommendation	8//22 - 8/12/22	Chelsey Rogers	See Attached Memo

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday June 13, 2022

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
RIANDA, Jondie	Teacher	Fergus High School	Approve Additional Summer VoAg Curriculum for up to 5 days	7/1/2022	Paul Bartos	
SALLEE, Stacie	Paraprofessional	Lewis and Clark Elementary School	Approve appointment on schedule - PARA EDUCATOR Step 0, for up to 7.5 hours per day for up to 186 days	8/29/2022	Paul Bartos	Replacing Andrea Alderink
VINCENT, Megan	Teacher	Fergus High School	Approve Additional Summer FACS Curriculum for up to 5 days	7/1/2022	Paul Bartos	

Dear Lewistown Public School,

6/02/22

I will be resigning my position as Food Server for the 2022-2023 School Year. I have enjoyed my position, but another opportunity has arisen. I would like to stay on as a sub for Food Service in the School District. Thank you!

Mandi Kingsford

CENTRAL MONTANA LEARNING RESOURCE CENTER COOPERATIVE

215 7th Avenue South
Lewistown, MT 59457

Chelsey Rogers, Director
(406) 535-9012

TO: Lewistown Board of Trustees

DATE: May 12, 2022

FROM: Chelsey Rogers

RE: Extended School Year

Please note the following recommendations for Special Education Extended School Year (ESY) staffing. ESY is required under the Individuals with Disabilities Education Act (IDEA) for those students with disabilities who show severe regression over non-instructional periods and require a prolonged period of time to recoup the skills. The need for ESY is an Individual Education Plan (IEP) Team decision, documented on the IEP.

The district's ESY program will be held August 1st through 12th, students will be served at Fergus High School. Students needing speech therapy will be served concurrently by a therapist from the Central Montana Learning Resource Center Cooperative.

Additional recommendations for staffing may be made at the August Board meeting, contingent upon confirmed student enrollment.

Staffing Recommendations for ESY

Cassi Gobble, special education teacher, \$22.50/hour, up to 140 hours
Shannon Fisk, special education teacher, \$22.50/hour, up to 70 hours
Jenifer Blazicevich, special education teacher, \$22.50/hour, up to 40 hours
Jodi Henderson, special education teacher, \$22.50, Sub up to 10 hours
Ben Sanders, special education teacher, \$22.50/hour, up to 70 hours
Jill Schwede, special education teacher, \$22.50, Sub up to 10 hours

Misti Birdwell, paraprofessional, \$17.50/hour, up to 70 hours
Thank you

SERVING SPECIAL STUDENTS IN
FERGUS, WHEATLAND, GOLDEN VALLEY, PETROLEUM, MUSSELSHELL AND
JUDITH BASIN COUNTIES

School District #1 Mission Statement:

Excellence Today, Success Tomorrow

Core Values of the Lewistown Public Schools:

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

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

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

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

