

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room
215 Seventh Avenue South
Lewistown, Montana 59457

Monday, May 11, 2009

LEWISTOWN EDUCATION ASSOCIATION (LEA)
BOARD ROUNDTABLE DISCUSSION

5:00 P.M. TO 7:00 P.M.

REGULAR BOARD MEETING

CALL TO ORDER (7:00 p.m.)

1. Recognition of Tara Cutler and Official Welcoming of Mary Schelle and Monte Weeden
2. Roll Call
3. Pledge of Allegiance

BOARD OF TRUSTEES

4. Presentation—Kathleen Schaeffer, Transportation Department
5. Presentation—Classified Council
6. Presentation—John Moffatt, Science Curriculum Report
7. Discussion—2009-2010 Budgets
8. Report—Student Representative
9. Report—Committees of the Board
10. Calendar Items, Concerns, Correspondence, Etc.

SUPERINTENDENT'S REPORT

11. Other Items

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

13. Minutes of the April 27, 2009, Regular Board Meeting

APPROVAL OF CLAIMS

14. Claims

CONSENT GROUP ITEMS

15. Approve Substitute(s)

INDIVIDUAL ITEMS

16. Approve Personnel
17. Approve Bond Resolution
18. Approve Junior High School 2009-2010 Student Handbook
19. Approve Fergus High School 2009-2010 Code and Activity Handbook
20. Approve Fergus High School 2009-2010 Renaissance Handbook
21. Approve Extension of the Lewistown Bus Route into the Grass Range School District
22. Approve Invitation to Bidders for the Fergus High School Heat Pump Replacement
23. Canvas of Election Results—School District Number One Levy
24. Canvas of Election Results—High School District Number One Levy

BOARD RE-ORGANIZATION

25. Call for Nominations and Election of Chair
26. Call for Nominations and Election of Vice-Chair
27. Appointment of the District Clerk

ADJOURNMENT

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:

- 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.
- 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.

CONSENT GROUP ITEMS

The action of adoption of the "Consent Group" as an official item on the agenda means that all items appearing under the title "Consent Group" shall be adopted by majority approval of a single motion, unless a member of the Board or the Superintendent requests that any particular item be removed from the "Consent Group" and voted on separately.

Generally "Consent Group" items are matters which members of the Board and Superintendent agree are routine in nature and should be acted upon in one motion to conserve time and permit focus on other than routine matters on the agenda.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

4

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

ITEM TITLE: PRESENTATION—KATHLEEN SCHAEFFER, TRANSPORTATION DEPARTMENT

Requested By: Board of Trustees Prepared By: Kathleen Schaeffer Date: 05/11/2009

SUMMARY:

The Board of Trustees would like to hear more from Kathleen Schaeffer, Bus Driver, regarding the conference she attended in California and the Bus Driver Symposium that the District Transportation Department hosts in October.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

5

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

ITEM TITLE: PRESENTATION—CLASSIFIED COUNCIL

Requested By: Board of Trustees **Prepared By:** _____ **Date:** 05/11/2009

SUMMARY:

The Classified Council for the Lewistown Public Schools would like to present the Classified Staff of the Year Award. The nominations for this award are submitted by both certified and classified staff members.

Nominations for this year's award include: Darlene Beaudry, Pat Benes, Connie Bowen, Bob Brown, Natalie Butler, Sandi Chamberlain, Tracy Conner, Gretchen Conrad, Jody d'Autremont, Gary Distad, Jerry Giedd, Ken Martin, Bette McPherson, Robin Moline, Fleeta O'Dell, Jeannie Rogan, Christy Rogers, Kathleen Schaeffer, Debbie Smith, and Gloria Wahl.

This 2008-2009 Classified Council members include: Mike Waterman, Business Manager/Clerk; Jeannie Rogan, Fergus High; Jenifer Blazicevich, Junior High; Tracy Conner, Lewis & Clark; Sherry Hanley, Garfield; Darla Quinlan, Highland Park; Gary Distad, Transportation; Laurie Fowler, School Food; and Bobbie Atchison, Central Office.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

6

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

ITEM TITLE: PRESENTATION—JOHN MOFFATT, SCIENCE CURRICULUM

Requested By: Board of Trustees Prepared By: John Moffatt Date: 05/11/2009

SUMMARY:

John Moffatt, Curriculum Director, would like to present to the Board of Trustees a report on the suggested curriculum selected by the Science Curriculum Committee for the 2009-2010 School Year.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

7

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

ITEM TITLE: DISCUSSION—2009-2010 BUDGETS

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 05/11/2009

SUMMARY:

The Board of Trustees needs to have a discussion regarding the budget for the 2009-2010 School Year.

The Elementary School Levy was voted down and therefore, major reductions will need to be decided on for the elementary budget. Although the High School Levy passed there are shortfalls in the budget as well. Attached are the recommendations from the Superintendent and the District Administration as to how these reductions may be accomplished.

SUGGESTED ACTION: Informational

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 ELEMENTARY GENERAL FUND BUDGET SUMMARY - **DRAFT**

May 8, 2009

Fund 101

| Sum of Total Cost | | | |
|------------------------------------|-----------------|--------|---------------------|
| Building | Functional Area | Object | Total |
| Garfield | | | 942,401.66 |
| Highland Park | | | 1,026,375.76 |
| Junior High | | | 1,098,951.17 |
| Lewis & Clark | | | 775,284.32 |
| Lincoln/Districtwide/Undistributed | | | 1,900,838.02 |
| Grand Total | | | 5,743,850.93 |

Highest Budget (PRELIMINARY) 5,526,714.62

Projected Surplus/(Shortfall) (217,136.31)

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 ELEMENTARY GENERAL FUND BUDGET SUMMARY - **DRAFT**

May 8, 2009

Fund

101

| Sum of Total Cost | | | |
|-------------------|-------------------------------|----------------------|------------|
| Building | Functional Area | Object | Total |
| Garfield | Building Administration | Other | 5,031.00 |
| | | Salaries | 99,460.02 |
| | | Supplies & Equipment | 735.00 |
| | Building Administration Total | | 105,226.02 |
| | Buildings & Grounds | Salaries | 28,906.54 |
| | | Utilities | 47,600.00 |
| | Buildings & Grounds Total | | 76,506.54 |
| | Instruction | Other | 4,435.00 |
| | | Salaries | 694,922.18 |
| | | Supplies & Equipment | 61,311.91 |
| | Instruction Total | | 760,669.10 |
| Garfield Total | | | 942,401.66 |

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 ELEMENTARY GENERAL FUND BUDGET SUMMARY - DRAFT

May 8, 2009

Fund

101

| Sum of Total Cost | | | |
|----------------------------|--------------------------------------|----------------------|---------------------|
| Building | Functional Area | Object | Total |
| Highland Park | Building Administration | Other | 4,988.98 |
| | | Salaries | 104,994.20 |
| | | Supplies & Equipment | 1,784.60 |
| | Building Administration Total | | 111,767.78 |
| | Buildings & Grounds | Salaries | 26,003.43 |
| | | Supplies & Equipment | 1,168.00 |
| | | Utilities | 62,789.00 |
| | Buildings & Grounds Total | | 89,960.43 |
| | District Administration | Other | 320.00 |
| | District Administration Total | | 320.00 |
| | Instruction | Other | 11,318.00 |
| | | Salaries | 761,790.28 |
| | | Supplies & Equipment | 51,219.26 |
| | Instruction Total | | 824,327.54 |
| Highland Park Total | | | 1,026,375.76 |
| Grand Total | | | 1,026,375.76 |

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 ELEMENTARY GENERAL FUND BUDGET SUMMARY - **DRAFT**

May 8, 2009

Fund

101

| Sum of Total Cost | | | |
|--------------------------------|--------------------------------------|--------------------------|-------------------|
| Building | Functional Area | Object | Total |
| Lewis & Clark | Building Administration | Other | 4,725.00 |
| | | Salaries | 93,829.67 |
| | | Supplies & Equipment | 5,542.99 |
| | Building Administration Total | | 104,097.66 |
| | Buildings & Grounds | Salaries | 28,906.54 |
| | | Utilities | 51,600.00 |
| | Buildings & Grounds Total | | 80,506.54 |
| | Instruction | Other | 1,250.00 |
| | | Salaries | 564,487.12 |
| | | Supplies & Equipment | 24,943.00 |
| | | Instruction Total | 590,680.12 |
| Lewis & Clark Total | | | 775,284.32 |
| Grand Total | | | 775,284.32 |

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 ELEMENTARY GENERAL FUND BUDGET SUMMARY - DRAFT

May 8, 2009

Fund

101

| Sum of Total Cost | | | |
|-------------------|--------------------------------------|----------------------|-------------------|
| Building | Functional Area | Object | Total |
| Junior High | Building Administration | Other | 4,107.00 |
| | | Salaries | 96,495.26 |
| | | Supplies & Equipment | 50.00 |
| | Building Administration Total | | 100,652.26 |
| | Buildings & Grounds | Other | 1,000.00 |
| | | Salaries | 60,850.77 |
| | | Utilities | 96,100.00 |
| | Buildings & Grounds Total | | 157,950.77 |
| | Extracurriculars | Other | 24,000.00 |
| | | P&L Insurance | 1,000.00 |
| | | Salaries | 46,990.22 |
| | | Supplies & Equipment | 2,000.00 |
| | Extracurriculars Total | | 73,990.22 |
| | Instruction | Other | 5,399.12 |
| | | Salaries | 705,360.68 |
| | | Supplies & Equipment | 55,598.13 |
| | Instruction Total | | 766,357.93 |

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 ELEMENTARY GENERAL FUND BUDGET SUMMARY - DRAFT

May 8, 2009

Fund

101

| Sum of Total Cost | | | |
|--|-------------------------------|-----------------------------------|--------------|
| Building | Functional Area | Object | Total |
| Lincoln/Districtwide/Undistributed | Buildings & Grounds | P&L Insurance | 24,000.00 |
| | | Salaries | 110,220.13 |
| | | Undistributed Buildings & Grounds | 70,659.69 |
| | | Utilities | 39,800.00 |
| | Buildings & Grounds Total | | 244,679.82 |
| | Business Office | Other | 20,655.45 |
| | | Salaries | 120,037.87 |
| | | Supplies & Equipment | 26,671.38 |
| | Business Office Total | | 167,364.70 |
| | Coop Transfer | Coop Transfer | 68,000.00 |
| | Coop Transfer Total | | 68,000.00 |
| | District Administration | District Contingency | 200,000.00 |
| | | Health Insurance | 70,752.00 |
| | | Other | 17,229.50 |
| | | P&L Insurance | 12,500.00 |
| | | Salaries | 68,268.01 |
| | | Supplies & Equipment | 4,556.00 |
| | District Administration Total | | 373,305.51 |
| | Instruction | P&L Insurance | 2,200.00 |
| | | Salaries | 48,635.00 |
| | | Supplies & Equipment | 1,000.00 |
| | | Undistributed Instruction | 835,011.13 |
| | Instruction Total | | 886,846.13 |
| | School Foods | School Foods Salaries | 74,731.48 |
| | School Foods Total | | 74,731.48 |
| | Technology | Salaries | 78,410.39 |
| | | Undistributed Instruction | 7,500.00 |
| | Technology Total | | 85,910.39 |
| Lincoln/Districtwide/Undistributed Total | | | 1,900,838.02 |
| Grand Total | | | 1,900,838.02 |

LEWISTOWN PUBLIC SCHOOLS

FY2009-2010 FERGUS HIGH SCHOOL GENERAL FUND BUDGET SUMMARY - **DRAFT**

May 8, 2009

Fund

201

| Sum of Total Cost | | | |
|--|-------------------------------|------------------------|--------------|
| Building | Functional Area | Object | Total |
| Fergus High | Building Administration | Contingency | 2,500.00 |
| | | Other | 10,200.00 |
| | | Salaries | 239,345.52 |
| | | Supplies & Equipment | 2,000.00 |
| | Building Administration Total | | 254,045.52 |
| | Buildings & Grounds | Salaries | 116,778.99 |
| | | Utilities | 207,250.00 |
| | Buildings & Grounds Total | | 324,028.99 |
| | Extracurriculars | Other | 100,629.04 |
| | | P&L Insurance | 7,000.00 |
| | | Salaries | 128,319.56 |
| | | Supplies & Equipment | 512.63 |
| | Extracurriculars Total | | 236,461.23 |
| | Instruction | Other | 45,355.00 |
| | | Salaries | 1,532,202.22 |
| | | Supplies & Equipment | 183,545.99 |
| | Instruction Total | | 1,761,103.21 |
| Transportation | Salaries | 13,966.40 | |
| Transportation Total | | 13,966.40 | |
| Fergus High Total | | | 2,589,605.34 |
| Lincoln/Districtwide/Undistributed | Buildings & Grounds | Other | 56,200.00 |
| | | P&L Insurance | 12,000.00 |
| | | Salaries | 90,067.34 |
| | | Supplies & Equipment | 89,600.00 |
| | | Utilities | 19,900.00 |
| | Buildings & Grounds Total | | 267,767.34 |
| | Business Office | Contingency | 330.00 |
| | | Other | 9,949.48 |
| | | Salaries | 80,299.88 |
| | | Supplies & Equipment | 13,182.49 |
| | Business Office Total | | 103,761.85 |
| | Coop Transfer | Coop Transfer | 9,300.00 |
| | Coop Transfer Total | | 9,300.00 |
| | District Administration | Contingency | 30,000.00 |
| | | Health Insurance | 34,848.00 |
| | | Other | 4,920.50 |
| | | P&L Insurance | 3,000.00 |
| | | Salaries | 31,135.03 |
| | | Supplies & Equipment | 2,244.00 |
| | District Administration Total | | 106,147.53 |
| | Instruction | Health Insurance | 279,528.00 |
| | | P&L Insurance | 1,500.00 |
| | | Supplies & Equipment | 500.00 |
| | | Worker' Comp Insurance | 31,020.00 |
| | Instruction Total | | 312,548.00 |
| | Technology | Salaries | 38,690.40 |
| | Technology Total | | 38,690.40 |
| Lincoln/Districtwide/Undistributed Total | | | 838,215.12 |
| Grand Total | | | 3,427,820.47 |

Highest Budget (Preliminary)

3,269,764.14

Projected Surplus/(Shortfall)

(158,056.33)

LEWISTOWN PUBLIC SCHOOLS
ELEMENTARY BUDGET SAVINGS OPTIONS
May 8, 2009

| Board Rank | Administrative Rank | Amount | Description | Notes |
|------------|---------------------|---------|--|---|
| | A | 18,450 | 10% reduction in supplies - Districtwide | Includes instructional, central office, and maintenance |
| | A | 82,000 | Curriculum | Review Social Studies Curriculum but no purchases |
| | A | 2,000 | JH Activity Supplies | Used to upgrade current JH equipment |
| | A | 1,200 | Keyboarding Instructor | Eliminate the position |
| | A | 40,000 | Librarian - 1 FTE | Do not hire the position and appear before the Board of Public Education |
| | A | 3,885 | Lincoln Student Worker | Eliminate this position |
| | A | 5,000 | MBI | Reduce the number of those attending the summer conference |
| | A | 50,000 | Other Funding Sources | Use one time only or existing money to offset the shortfall |
| | A | 25,000 | Prepurchase next years supplies | Dependent upon available year-end money |
| | A | 13,000 | Professional Development (\$3,000 per Building) | Significant reduction in professional development opportunities paid for by the district, possibly funded using Stimulus funds |
| | A | 8,000 | Summer School | Eliminate Summer School |
| | A | 20,000 | Technology Department Staff Reduction | Reduce staff in the Technology Department by one FTE |
| | A | 40,000 | Warehouse-Purchase the contents of the Warehouse using end of the year money | Dependent upon available year-end money |
| | A Total | 308,535 | | |
| | B | 1,667 | 10% reduction Central Office/supt/board Travel | |
| | B | 5,828 | Adult Earned Lunches-Eliminate paid lunches for duty personnel | District currently buys lunch for employees who work through their lunch hours. |
| | B Total | 7,494 | | |
| | C | 32,000 | Reduce central office staff hours by 10% | |
| | C | 10,000 | Early Retirement | Offer another early retirement incentive - certified or classified |
| | C | 6,700 | IMC Duplicator-Do not purchase | Copy machine for central print center |
| | C | 5,000 | JH Activity Travel | Reduce Junior High sports and activity travel by this amount |
| | C | 20,000 | Eliminate paraprofessional time (per FTE) | Reduction in para time would create additional duties for certified staff; possibly funded using Stimulus funds |
| | C | 40,000 | Re-assign Certified Staff (Savings of 1 FTE) | District is currently recruiting for a new elementary teacher, essentially financed by stimulus money. Under this option, the district would use the money freed up from stimulus money for something other than this new position. |
| | C | 9,000 | Reduce JH Activity Coaches | The district would not hire boys' and girls' basketball, track, and volleyball coaches or jazz band, select choir, and ski club advisors. |
| | C | 108,000 | Reopen negotiations (Certified, Classified, and Admin) | Allowed per negotiated agreement |
| | C Total | 230,700 | | |
| | Grand Total | 546,729 | | |

LEWISTOWN PUBLIC OPTIONS

HS BUDGET SAVINGS OPTIONS

May 8, 2009

| Board Rank | Administrative Rank | Amount | Description | Notes |
|------------|---------------------|---------|--|---|
| | A | 60,000 | Curriculum | Review Social Studies Curriculum, but no purchases |
| | A | 25,000 | Prepurchase Supplies | Dependent upon available year-end money |
| | A | 10,000 | Reduction in Technology Staff | Reduce staff in the Technology Department by 1 FTE |
| | A | 7,200 | Summer School | Eliminate summer school |
| | A | 1,000 | Summer School Supplies | Eliminate summer school |
| | A | 25,000 | 5% Reduction in non-salary, non-utility costs | Includes instructional, central office, and maintenance |
| | A | 1,900 | Lincoln student worker | Eliminate this position |
| | A Total | 130,100 | | |
| | B | 25,000 | Other Funding Sources | Use one time only or existing money to offset the shortfall |
| | B | 11,700 | Reduction in Special Needs Para FTE | One special needs student is leaving, reduces need for para |
| | B | 2,520 | Earned Lunches | District currently buys lunch for employees who work through their lunch. |
| | B Total | 39,220 | | |
| | C | 5,000 | Reduced Activity Travel (5%) | |
| | C | 5,000 | Increase activity ticket cost/all season & participation by \$10 | |
| | C | 3,300 | IMC Duplicator - do not purchase | Copy machine for central print center |
| | C | 20,000 | Eliminate paraprofessional time (per FTE) | Reduction in para time would create additional duties for certified staff; possibly funded using Stimulus funds |
| | C | 57,000 | Reopen negotiations (Certified, Classified, and Admin) | Allowed per negotiated agreement |
| | C | 17,000 | Reduce central office staff hours by 10% | |
| | C | 850 | 10% reduction in central office/Supt/Board travel | |
| | C Total | 108,150 | | |
| | Grand Total | 277,470 | | |

LEWISTOWN PUBLIC SCHOOLS

Unbudgeted Funding Sources

May 6, 2009

| District | Description | Available Balance | Notes |
|--------------------------|---|-------------------|---|
| Elementary | Flexibility Fund | \$57,963 | Virtually any purposes allowed; approximately \$14,500 renewed each year |
| Elementary | Compensated Absences Fund | \$49,843 | Used only to pay the accumulated sick and vacation leave of administrative and non-teaching personnel upon termination; replenishable only by transfers from the General Fund |
| Elementary | Metal Mines Fund | \$82,771 | Virtually any purposes allowed; essentially non-renewable |
| Elementary | FTK OTO Money | \$105,994 | Currently unallocated portion: \$39,000 |
| Elementary | Building Donation Accounts | \$15,342 | Amounts contributed to each building. No consistent source of repayment. |
| Elementary Total | | \$311,913 | |
| High School | Flexibility Fund | \$53,639 | Virtually any purposes allowed; approximately \$20,000 renewed each year |
| High School | Compensated Absences Fund | \$24,521 | Used only to pay the accumulated sick and vacation leave of administrative and non-teaching personnel upon termination; replenishable only by transfers from the General Fund |
| High School | Metal Mines Fund | \$158,385 | Virtually any purposes allowed; essentially non-renewable |
| High School | Building Donation Account | \$17,579 | Amounts contributed to each building. No consistent source of repayment. |
| High School Total | | \$254,124 | |
| K-12 | District Reimbursements | \$200,875 | Includes indirect cost recoveries, and Medicaid reimbursements. FY08 revenue totalled \$30,300 |
| K-12 | Residual Equity from Self Insurance Funds | \$38,303 | Balance of closed self-insurance funds. Must be used to pay for employee benefit costs. Non-renewable. |
| K-12 Total | | \$239,178 | |
| Grand Total | | \$805,215 | |

LEWISTOWN PUBLIC SCHOOLS

FULL-TIME-KINDERGARTEN OTO BUDGET

May 8, 2009

| Item | Amount |
|-------------------------------------|---------|
| Laptops | 25,000 |
| Room Setup | 20,000 |
| Technology Help | 5,000 |
| Center-Based Activities | 5,000 |
| Kindergarten Conference - Las Vegas | 10,000 |
| Extra Time for K Teachers | 2,000 |
| Total | 67,000 |
| Existing Allocation | 105,994 |
| Unallocated Amount | 38,994 |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

8

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

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees Prepared By: LeAnn Quinlan Date: 05/11/2009

SUMMARY:

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

SUGGESTED ACTION: Informational Report

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

9

☐ 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 Date: 05/11/2009

SUMMARY:

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

SUGGESTED ACTION: Informational Report

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

10

☐ 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: _____ Date: 05/11/2009

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.

SUGGESTED ACTION:

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

11

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

ITEM TITLE: OTHER ITEMS

Requested By: Superintendent Prepared By: Superintendent Date: 05/11/2009

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.

- ❖ Hiring Update
- ❖ Retirement Dinner
- ❖ Summer Schedule—Central Office
- ❖ Superintendent Evaluation
- ❖ Board Work/Study Session—Facilities—Thursday, June 4, 2009—7:00 p.m.
- ❖ **Next Board Meeting—Tuesday, May 26, 2009—5:00 p.m.**
- ❖ Blue-Gold Leadership Breakfast—Wednesday, May 20, 2009—6:45 a.m.—FHS Cafeteria
- ❖ MTSBA 2009 Spring Workshop—Tuesday, May 12, 2009—8:30 a.m.-4:00 p.m.—Yogo
- ❖ Junior High Band & Choir Concert—Tuesday, May 12, 2009—7:00 p.m.—FCPA
- ❖ Fergus High School Band Concert—Thursday, May 14, 2009—7:00 p.m.—FCPA
- ❖ Fergus High School Choir Concert—Tuesday, May 19, 2009—7:00 p.m.—FCPA
- ❖ HP Kindergarten Music Program—Tuesday, May 19, 2009—7:00 p.m.—Highland Park
- ❖ GA Kindergarten Music Program—Thursday, May 21, 2009—7:00 p.m.—Garfield
- ❖ Lewis & Clark Band and Choir—Thursday, May 21, 2009—7:00 p.m.—FCPA
- ❖ TN—Central A Divisional Meet—May 15-16, 2009—Lewistown
- ❖ TR—Central A Divisional Meet—May 22-23, 2009—Belgrade
- ❖ TN—State A Meet—May 22-23, 2009—Kalispell
- ❖ **FHS Commencement Exercises**—Sunday, May 31, 2009—2:00 p.m.—FHS Fieldhouse
Rehearsal—Friday, May 29, 2009—10:30 a.m.—FHS Fieldhouse

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

12

☐ 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

Requested By: Board of Trustees Prepared By: _____ Date: 05/11/2009

SUMMARY:

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

SUGGESTED ACTION:

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

13

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

ITEM TITLE: MINUTES

Requested By: Board of Trustees Prepared By: Mike Waterman Date: 05/11/2009

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the April 27, 2009, Regular Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

MINUTES
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA
APRIL 27, 2009

The Board of Trustees of School District Number One and High School District Number One held a regular meeting Monday, April 27, 2009, at 7:00 p.m. in the Lincoln Building Board Room, Lewistown, Montana.

TRUSTEES PRESENT: Chairman Dave Byerly, Mary Schelle,
Jennifer Granot, Jeremy Bristol,
Becky Jackson, Stan Monger

ROLL CALL

STAFF PRESENT: Superintendent Jason Butcher,
Business Manager/Clerk Mike Waterman,
Sandi Chamberlain, Kathleen
Schaeffer, Steve Klippenes, Andrea
Payne, Pat Weichel, Paul Stengel

OTHERS PRESENT: Mike Pederson, Monte Weeden, Joe
Zahler-KXLO/KLCM, Doreen Heintz-NEWS
ARGUS, and other interested parties

TRUSTEES ABSENT: Tara Cutler

Sandi Chamberlain led the group in the Pledge of Allegiance.

PLEDGE

Kathleen Schaeffer provided the Board with a presentation on the Transporting Children with Special Needs Conference she attended last month in California.

PRESENTATION -
KATHLEEN
SCHAEFFER

Members of the Board reviewed the Facilities Master Plan which was presented by the Facility Steering Committee. The committee's recommendation is to build a new middle school, upgrade and reconfigure the other existing elementary buildings, and dispose of the Lincoln Building. The school district will move forward with the development of a long-term, community-supported facility plan. A work/study session will be scheduled with John Eisen from JGA Architects to discuss the issue.

DISCUSSION -
FACILITY STUDY
REVIEW

Budget summary sheets for the 2009-10 school year were examined by the trustees.

DISCUSSION -
2009-10 BUDGETS

The Board was updated on the progress of the Qualified Zone Academy Bond.

DISCUSSION -
QUALIFIED ZONE
ACADEMY BOND

There was no report due to the absence of the student representative to the Board.

REPORT -
STUDENT
REPRESENTATIVE

Mike Waterman has been in contact with the manager of the airport and is working to schedule a meeting with representatives of the school district and the Lewistown Municipal Airport Board.

REPORT -
COMMITTEES OF
THE BOARD

Spring workshops conducted by the Montana School Boards Association will be held in Lewistown on May 12, 2009.

CALENDAR ITEMS

Members of the Board were provided with an election update.

REPORT -
ELECTION UPDATE

Three candidates have been interviewed for the elementary counselor position. The election scheduled for the proposed paraprofessional union will conclude and ballots are to be counted on May 18, 2009. The regular meeting of the Board which will be held on May 26, 2009, will begin at 5:00 p.m.

OTHER ITEMS

There was no public input.

PUBLIC
PARTICIPATION

Minutes of the Regular Board Meeting of April 13, 2009, were approved unanimously (Monger/Granot).

APPROVAL OF
MINUTES

The claims referenced in the 2008-09 Bill Schedule and submitted through April 23, 2009, were approved unanimously (Granot/Schelle).

APPROVAL OF
CLAIMS

A motion to approve consent group item 15 was approved unanimously (Jackson/Bristol).

CONSENT GROUP
ITEMS

15. Approve adding Sonya Rogers and Joan Pedersen to the Substitute Teachers/Assistants List, Bert Samuelson to the Substitute Custodians List, and Joan Pedersen to the Substitute Food Service List.

APPROVE
SUBSTITUTES

16. Approve the Personnel Report - see Exhibit A (Monger/Schelle - unanimous).

APPROVE
PERSONNEL REPORT

17. Approve the Lewistown Public Schools 2009 Strategic Plan (Jackson/Granot - unanimous).

APPROVE
LEWISTOWN PUBLIC
SCHOOLS 2009
STRATEGIC PLAN

18. Approve the Transportation Policy and Procedure Handbook (Monger/Bristol - unanimous). Trustee Jennifer Granot urged the school district to clarify the availability of ongoing training opportunities and also the need for drivers to be able to effectively deal with distractions while driving.

APPROVE
TRANSPORTATION
POLICY AND
PROCEDURE
HANDBOOK

19. Approve a request from Denton Public Schools to extend a school bus route on the Plum Creek Road (Monger/Bristol - unanimous).

APPROVE SCHOOL
BUS ROUTE
EXTENSION

20. Approve a request from Moore Public Schools to extend a school bus route serving the Carroll, Bacon, Koly Hertel, Gilbert, Steve Hertel, Heilig, Melichar, and Berg families (Jackson/Monger - unanimous).

APPROVE SCHOOL
BUS ROUTE
EXTENSION

21. Approve a request from Moore Public Schools to extend a school bus route to the entrance of Spring Creek Colony and to access the turnaround (Bristol/Granot - unanimous).

APPROVE SCHOOL
BUS ROUTE
EXTENSION

The meeting was adjourned at 8:50 p.m. The next regular meeting will be held on May 11, 2009, at 7:00 p.m. in the Lincoln Building Board Room (Jackson - unanimous).

ADJOURNMENT

DAVE BYERLY
BOARD CHAIRMAN

MIKE WATERMAN
BUSINESS MANAGER/CLERK

“EXHIBIT A”

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: April 27, 2009

| <i>EMPLOYEE NAME</i> | <i>POSITION</i> | <i>LOCATION</i> | <i>RECOMMENDED ACTION</i> | <i>EFFECTIVE DATE</i> | <i>COMMENTS</i> |
|-----------------------------|----------------------------------|--------------------------|--|------------------------------|---|
| TINDALL, Shari | Renaissance Coordinator | Fergus High School | Accept letter of resignation | June 5, 2009 | See attached letter. |
| GREMAUX, Cindy | Title I Teacher | Lewis & Clark Elementary | Approve Out-of-State Travel to attend the Measured Progress Benchmarking Meeting in Portsmouth, NH | May 3-8, 2009 | Cindy was chosen to participate in the 2009 MontCAS CRT field test benchmarking. See attached travel request and letter to see criteria for this selection. |
| REA, Mike | Adult Basic Education Instructor | School District #1 | Approve Out-of-State travel to attend the National Migrant Conference in San Antonio, TX | May 3-6, 2009 | See attached travel request. Mike has been attending this conference for several years. |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

14

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

ITEM TITLE: CLAIMS

Requested By: Board of Trustees Prepared By: Sherry Martin Date: 05/11/2009

SUMMARY:

Approve claims paid through May 7, 2009, as approved by the Finance Committee.

SUGGESTED ACTION: Approve Claims as Presented

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

15

| <u>Agenda Items</u> | <u>Additional Information</u> |
|---------------------------|-------------------------------|
| 15. Approve Substitute(s) | |

SUGGESTED ACTION: Approve All Items

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

15

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

ITEM TITLE: APPROVE SUBSTITUTE(S)

Requested By: Board of Trustees Prepared By: Sandi Chamberlain Date: 05/11/2009

SUMMARY:

The following individual(s) need Board approval in order to be placed on the:

Substitute Teacher List:

Gillian Brown

Certified Teacher—Soc Studies/Gov't

Heidi Rettig

College Student

SUGGESTED ACTION: Approve Substitute(s)

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

16

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

ITEM TITLE: APPROVE PERSONNEL REPORT

Requested By: Board of Trustees Prepared By: Jason Butcher Date: 05/11/2009

SUMMARY:

Attached is the Personnel Report for your review.

SUGGESTED ACTION: Approve All Items

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: May 11, 2009

| <i>EMPLOYEE NAME</i> | <i>POSITION</i> | <i>LOCATION</i> | <i>RECOMMENDED ACTION</i> | <i>EFFECTIVE DATE</i> | <i>COMMENTS</i> |
|-----------------------------|--------------------------------|------------------------|---|------------------------------|--|
| JENNESS, Ashley | Elementary School Counselor | Elementary Schools | Approve appointment on schedule— MA Step 4 (Actual Step 0) | July 1, 2009 | See attached hiring recommendation. |

HIRING RECOMMENDATION

Ashley Jenness

Elementary School Counselor

MA

4 (Actual Step 0)

Elementary Schools

Fall 2009

189 days per year

Dave Byerly

Teresa Majerus

Steve McCoy

John Moffatt

Debbie Parsons

Sharon Redfern

RECOMMENDATION NOT APPROVED ☐

If approved, the Superintendent will recommend to the Trustees at their regular meeting on May 11, 2009.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

17

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

☐ Action - Consent
☒ Action - Indiv.

ITEM TITLE: APPROVE BOND RESOLUTION

Requested By: Board of Trustees Prepared By: Mike Waterman Date: 05/11/2009

SUMMARY:

The Board of Trustees needs to approve the Bond Resolution as per attached.

SUGGESTED ACTION: Approve Bond Resolution

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

CERTIFICATE AS TO RESOLUTION

I, the undersigned, being the duly qualified and acting Executive Director of the Board of Investments of the State of Montana (the "Board"), hereby certify that the attached resolution is a true copy of Resolution No. 223, entitled: "RESOLUTION RELATING TO \$2,087,250 MUNICIPAL FINANCE CONSOLIDATION ACT BONDS, SERIES 2009 (LEWISTOWN ELEMENTARY SCHOOLS QUALIFIED ZONE ACADEMY PROGRAM); AUTHORIZING AND APPROVING THE SALE AND ISSUANCE THEREOF AND PLEDGES AND ASSIGNMENTS OF THE BOARD'S INTEREST IN THE SCHOOL DISTRICT BOND AND PAYMENTS THEREUNDER, FIXING THE FORM AND DETAILS, PROVIDING FOR THE PAYMENT AND SECURITY AND AUTHORIZING THE EXECUTION AND DELIVERY; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" (the "Resolution"), on file in the original records of the Board in my legal custody; that the Resolution was duly adopted by the Board at a meeting on May 13, 2009, and that the meeting was duly held by the Board and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this ____ day of May, 2009.

Carroll V. South
Executive Director

RESOLUTION NO. 223

RESOLUTION RELATING TO \$2,087,250 MUNICIPAL FINANCE CONSOLIDATION ACT BONDS, SERIES 2009 (LEWISTOWN ELEMENTARY SCHOOLS QUALIFIED ZONE ACADEMY PROGRAM); AUTHORIZING AND APPROVING THE SALE AND ISSUANCE THEREOF AND PLEDGES AND ASSIGNMENTS OF THE BOARD'S INTEREST IN THE SCHOOL DISTRICT BOND AND PAYMENTS THEREUNDER, FIXING THE FORM AND DETAILS, PROVIDING FOR THE PAYMENT AND SECURITY AND AUTHORIZING THE EXECUTION AND DELIVERY; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

BE IT RESOLVED by the Board of Investments of the State of Montana (the "Board"), as follows:

Section 1. Recitals, Authorization and Sale.

1.1. Authority. The Board is a board of the Executive Branch of the Government of the State of Montana created pursuant to Montana Code Annotated, Section 2-15-1808, as amended. The Board is authorized under the Municipal Finance Consolidation Act of 1983, Montana Code Annotated, Title 17, Chapter 5, Part 16, as amended (the "Act"), to issue its obligations to provide funds to finance loans to and purchase the bonds and notes of other eligible governmental units, including school districts. Such bonds or notes may be sold at public or private sale, and must be authorized by a resolution of the Board.

1.2. The District; District Bonds and the Series 2009 Bonds. School District No. 1 (Lewistown), Fergus County, Montana (the "District"), has requested that the Board issue its revenue bonds under the Act in the aggregate principal amount of \$2,087,250 (the "Series 2009 Bonds"), and use the proceeds thereof to purchase General Obligation School Building Bonds, Series 2009, in the aggregate principal amount of \$2,087,250 (the "District Bonds") to be issued by the District. The proceeds of the District Bonds are to be used by the District for the purpose of paying a portion of the costs of improving the facilities of the District by replacing the roof on the junior high school; renovating and upgrading all or a portion of the heating, ventilation, and air conditioning systems at Garfield School, Highland Park School and Lewis & Clark School; related improvements; and paying a portion of the costs associated with the sale and issuance of the bonds (collectively, the "Project"), as authorized by the electors of the District at an election conducted on July 22, 2008. Costs of the Project in excess of the amounts available from the proceeds of the District Bonds will be paid from amounts on hand or available to the District.

The Series 2009 Bonds will not be secured by the Municipal Finance Consolidation Act Reserve Fund created in Section 17-5-1630 of the Act or by any funds or assets of the Board other than its interest in the District Bonds and the payments to be made by the District thereunder and investment income thereon, if any.

1.3. Qualified Zone Academy Bonds. The Series 2009 Bonds are intended to be issued as "qualified zone academy bonds" within the meaning of Section 54E of the Internal Revenue

Code of 1986, as amended (the “Code”), and the issuance of the Series 2009 Bonds by the Board will enhance the marketability of such obligations.

1.4. Finding. Giving effect to the issuance of the Series 2009 Bonds, the total outstanding indebtedness of the Board under the Act (exclusive of refunding bonds or indebtedness to purchase registered warrants or tax or revenue anticipation notes of a local government) is currently not greater than \$190,000,000.

1.5. Sale. The sale of the Series 2009 Bonds is being facilitated by McLiney & Company, in the capacity of financial advisor to the District and the Board (the “Financial Advisor”). The Series 2009 Bonds may be sold at a private sale, as provided by Section 17-5-1606(5)(b) of the Act. First Bank of Montana, of Lewistown, Montana (the “Purchaser”), has submitted a proposal to purchase the Series 2009 Bonds at a price of \$2,087,250.00, which has been accepted on the terms and conditions set forth in the agreement between the District, the Board, and the Purchaser, dated April 30, 2009 (the “Purchase Agreement”). The Purchase Agreement evidences the Board’s agreement to purchase the District’s Bonds on the terms more particularly set forth therein. By resolution of the Board dated February 11, 2009 (the “Initial Resolution”), the Board authorized the Chair, Executive Director, Deputy Director, and Vice-Chair of the Board (collectively, the “Authorized Officers”), or any one or more of such officers, to approve and execute and deliver the Purchase Agreement, and finding that those conditions were satisfied, the Purchase Agreement has been executed and delivered by the Board.

1.6. Related Documents. In addition to the Purchase Agreement, the following documents relating to the Series 2009 Bonds will be prepared, subject to the approval of the Authorized Officers, who are each authorized to review and approve the same, and which, upon approval, shall be placed on file in the office of the Board:

(a) a fiscal agency agreement to be entered into by the Board, the District and U.S. Bank National Association, as registrar, paying agent, transfer agent, custodian, and fiscal agent (and, if appropriate, the Purchaser) (the “Fiscal Agency Agreement”);

(b) a form of resolution to be adopted by the Board Trustees of the District on or about May 11, 2009, preliminarily authorizing the issuance of the District Bonds; and

(c) such other documents as are necessary or appropriate in connection with the issuance of the Series 2009 Bonds.

1.7. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, in order to make the Series 2009 Bonds valid and binding special, limited obligations of the Board in accordance with their terms and in accordance with the terms of this resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required or, by the date of issuance of the Series 2009 Bonds, will have been done, will exist, will happen and will have been performed in regular and due form, time and manner as so required.

Section 2. Approval and Authorizations.

2.1. Subject to Section 2.6 below, to purchase the District Bonds, the Board hereby authorizes the issuance of the Series 2009 Bonds as a series of revenue bonds designated, "Board of Investments of the State of Montana, Municipal Finance Consolidation Act Bonds, Series 2009 (Lewistown Elementary Schools Qualified Zone Academy Program)," in the aggregate principal amount of \$2,087,250.

2.2. The Purchase Agreement constitutes a binding written contract for the sale or exchange of the Series 2009 Bonds in accordance with Section 54A(b)(3) of the Internal Revenue code of 1986, as amended (the "Code").

2.3. The draft form of the Fiscal Agency Agreement submitted herewith is hereby approved, subject to such changes as are approved in accordance with this paragraph. The Authorized Officers, or any one or more of such Authorized Officers, are authorized to negotiate, approve, execute, and deliver the Fiscal Agency Agreement. The approval of such agreement shall be conclusively presumed by the execution thereof by one or more Authorized Officers. The Board hereby authorizes and directs U.S. Bank National Association to enter into and deliver the Fiscal Agency Agreement.

2.4. In anticipation of the payments to be made under the District Bonds, the Board shall proceed forthwith to issue the Series 2009 Bonds in the form and upon the terms provided by this resolution. It is acknowledged that not all the terms of the Series 2009 Bonds have been established as of the date of adoption of this resolution. The Authorized Officers, or any one or more of such officers, are authorized to finalize the form of the Series 2009 Bonds attached hereto as Exhibit A, subject to the limitations described in the Initial Resolution and the Purchase Agreement. The Chair and the Executive Director are authorized and directed to execute the Series 2009 Bonds as prescribed in this resolution and deliver them to the Registrar (as hereinafter defined), together with a certified copy of this resolution and the other documents required by the Purchase Agreement, Fiscal Agency Agreement, and such other documents as are required to be delivered in connection with the Series 2009 Bonds, for authentication of the Series 2009 Bonds by the Registrar and delivery by the Registrar of the Series 2009 Bonds to the Purchaser.

2.5. The Authorized Officers, or any one or more of such officers, are authorized and directed to negotiate, execute, and deliver such documents or agreements that are ancillary to and required or appropriate in connection with the Purchase Agreement, the Fiscal Agency Agreement, or the Series 2009 Bonds, and to prepare and furnish to the Purchaser and bond counsel, when the Series 2009 Bonds are issued, certified copies of all proceedings and records of the Board relating to the Series 2009 Bonds, and such other affidavits, certificates and documents as may be required to show the facts relating to the legality and marketability of the Series 2009 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them, or as may be necessary or desirable to accomplish the issuance and sale of the Series 2009 Bonds, and all such certified copies, certificates, affidavits and documents, including any heretofore furnished, shall constitute representations of the Board as to the truth of all statements of fact contained therein.

2.6. Notwithstanding anything to the contrary herein, if the parties to any agreement relating to the Series 2009 Bonds fail to reach agreement on the terms of any agreement or if the Authorized Officers should determine, in their discretion, that the transactions contemplated by

the District Bonds or the Series 2009 Bonds are not in the best interests of the Board, the Authorized Officers, acting on behalf of the Board, may elect not to proceed with the transactions contemplated herein.

Section 3. The Series 2009 Bonds.

3.1. Principal Amount, Maturity, Denominations, Date. For the purpose of purchasing the District Bonds, the Board shall forthwith issue and deliver the Series 2009 Bonds. The Series 2009 Bonds shall be denominated “Municipal Finance Consolidation Act Bonds, Series 2009 (Lewistown Elementary Schools Qualified Zone Academy Program),” shall be dated, as originally issued, and be registered, as of the date of their issuance.

The Series 2009 Bonds or principal installments thereof shall not exceed the maximum term then permitted by the Secretary of the Treasury for qualified zone academy bonds or the maximum term of school district bonds permitted under Section 20-9-410, Montana Code Annotated, as amended. The Series 2009 Bonds shall not bear interest.

In the event the date for the payment of principal or interest, if any, is not a Business Day, the Board shall make the payment on the following Business Day with the same effect as if it had been made on the date scheduled for such payment. As used in this resolution, “Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day that is a legal holiday in the State of Montana, (iii) a day on which commercial banks in the city or cities in which are located the Principal Office of the Fiscal Agent are authorized or required by law or executive order to close, or (iv) a day on which the New York Stock Exchange is closed.

3.2. Dating of Series 2009 Bonds. The Series 2009 Bonds shall be dated, as originally issued, as of the date of their issuance. Upon the original delivery of the Series 2009 Bonds to the Purchaser and upon each subsequent transfer or exchange of a Series 2009 Bond pursuant to Section 3.4, the Registrar shall date each Series 2009 Bond as of the date of its authentication.

3.3. Method of Payment. The Series 2009 Bonds shall be issued only in fully registered form. Upon surrender thereof at the operations center of the Registrar (as hereinafter defined) located in St. Paul, Minnesota, the principal of and interest, if any, on each Series 2009 Bond shall be payable by check or draft drawn on the Registrar. The Series 2009 Bonds shall be payable in lawful money of the United States of America.

3.4. System of Registration. The Board shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). This Section 3.4 shall establish a system of registration for the Series 2009 Bonds as defined in the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended.

The effect of registration and the rights and duties of the Board and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep a register (the “Bond Register”) in which the Registrar shall provide for the registration of ownership of the Series 2009 Bonds and the registration of transfers and exchanges of the Series 2009 Bonds entitled

to be registered, transferred or exchanged. The term “Holder” or “Bondholder” as used herein means the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name, as of the date of reference, a Series 2009 Bond is registered in the Bond Register.

(b) Transfer. Upon surrender to the Registrar for transfer of any Series 2009 Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2009 Bonds in authorized denominations of a like aggregate principal amount and maturity, as requested by the transferor.

(c) Exchange. At the option of the Holder of any Series 2009 Bond in a denomination equal to or greater than \$5,000, such Series 2009 Bond may be exchanged for other Series 2009 Bonds of authorized denominations, of the same maturity and a like aggregate principal amount, upon surrender of the Series 2009 Bond to be exchanged at the operations center of the Registrar. Whenever any Series 2009 Bonds are so surrendered for exchange the Board shall execute and the Registrar shall authenticate and deliver the Series 2009 Bonds which the Series 2009 Bondholder making the exchange is entitled to receive.

(d) Cancellation. All Series 2009 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar.

(e) Improper or Unauthorized Transfer. The Registrar may refuse to transfer any Series 2009 Bond presented to the Registrar for transfer until the Registrar is satisfied that the endorsement on such Series 2009 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The Board and the Registrar may treat the person in whose name any Series 2009 Bond is at any time registered in the Series 2009 Bond Register as the absolute owner of such Series 2009 Bond, whether such Series 2009 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest, if any, such Series 2009 Bond and for all other purposes, and all such payments so made to any such Holder shall be valid and effectual to satisfy and discharge the liability upon such Series 2009 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer of Series 2009 Bonds or exchange of Series 2009 Bonds, the Registrar may impose upon the owner thereof a charge sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Series 2009 Bonds. In case any Series 2009 Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Series 2009 Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2009 Bond or in lieu of and in substitution for any such Series 2009 Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2009 Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Series 2009 Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate Series 2009 Bond or indemnity in form, substance and amount satisfactory to it, in which both the Board and the Registrar shall be named as obligees. All Series 2009 Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the Board. If the mutilated, destroyed, stolen or lost Series 2009 Bond has already matured, it shall not be necessary to issue a new Series 2009 Bond prior to payment.

(i) Valid Obligations. All Series 2009 Bonds issued upon any transfer or exchange of Series 2009 Bonds shall be the valid obligations of the Board evidencing the same debt, and entitled to the same benefits under this Resolution as the Series 2009 Bonds surrendered upon such transfer or exchange.

3.5. Appointment of Registrar. The Board hereby appoints U.S. Bank National Association, with an office in Seattle, Washington, as the initial Registrar, as provided in the Fiscal Agency Agreement.

Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The Board reserves the right to remove the Registrar, effective upon not less than thirty days' written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2009 Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

3.6. Mandatory Redemption. The Series 2009 Bonds are subject to mandatory redemption, as follows: in the event and to the extent (i) the District spends less than 100 percent of the available project proceeds (as defined in the Code) made available to the District from the purchase of the District Bonds with the proceeds of the Series 2009 Bonds by the close of the 3-year period commencing on the date of issuance of the Series 2009 Bonds for one or more qualified purposes, (ii) the school facilities at which the Project will be undertaken fail to constitute a qualified zone academy, (iii) the District fails to have a reasonable expectation to proceed with due diligence to spend at least 100% of the available project proceeds made available to the District from the purchase of the District Bonds with the proceeds of the Series 2009 Bonds for a qualified purpose with respect to a qualified zone academy, or (iv) an event other than those described in clauses (i) through (iii) occurs that would require the District to undertake remedial action entailing redemption under the Code, whichever occurs earliest, then the Series 2009 Bonds are thereupon subject to mandatory redemption from funds used by the District to effect the mandatory redemption of the District Bonds. Upon any partial redemption

hereof, the Holder shall surrender the Series 2009 Bond to the Registrar at its principal corporate office in Seattle, Washington for payment in exchange for a Series 2009 Bond reflecting the adjusted principal amount then outstanding under the Series 2009 Bond, and the Registrar shall deliver to the Holder of the Series 2009 Bond in exchange for the one surrendered a Series 2009 Bond that reflects the principal amount then owing on the cover page of such a Series 2009 Bond.

The Executive Director or Deputy Director, following receipt of appropriate instructions from the District and funds from the District or adequate assurance that the District shall fund the redemption price, shall provide or cause to be provided to the Registrar at least 20 days prior to the redemption date a request that the Registrar mail notice of redemption, and the Registrar shall mail or cause to be mailed, by first class mail, at least 10 days prior to the designated redemption date, a notice of redemption to the registered owners of each Series 2009 Bond to be redeemed at their addresses as they appear on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Series 2009 Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, and the numbers and amounts of the Series 2009 Bonds to be redeemed and the place at which the Series 2009 Bonds are to be surrendered for payment. Official notice of redemption having been given as aforesaid, the Series 2009 Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified.

The Series 2009 Bonds are not subject to redemption at the option of the Board, but are subject to mandatory redemption as provided above.

3.7. Form. The Series 2009 Bonds shall be prepared in substantially the form appearing in Exhibit A hereto (which is hereby incorporated herein and made a part hereof), with such variations therefrom as may be required or permitted by this resolution.

3.8. Execution and Delivery. The Series 2009 Bonds shall be forthwith prepared for execution under the direction of the Executive Director, and shall be executed on behalf of the Board by the signature of the Chair and attested by the signature of the Executive Director; provided that either or both of such signatures may be printed, engraved or lithographed facsimiles of the originals. The seal of the Board need not be affixed to or imprinted on any Series 2009 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on any Series 2009 Bond shall cease to be such officer before the delivery of such Series 2009 Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2009 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a certificate of authentication on such Series 2009 Bond has been executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2009 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2009 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2009 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed. The Purchaser shall not be obligated to see to the application of the purchase price.

3.9. Application of Proceeds of Series 2009 Bonds. All of the proceeds of the Series 2009 Bonds shall be applied to the purchase of the District Bonds.

Section 4. Security Provisions.

4.1. Sinking Fund. There is hereby created a debt service fund of the Board designated the “2009 Lewistown Elementary School District Sinking Fund” (the “Sinking Fund”), to be held and administered by the Registrar separate and apart from all other funds of the Board so long as any of the Series 2009 Bonds are outstanding and any principal thereof and interest, if any, thereon, are unpaid. The Sinking Fund shall be used solely to pay the principal of the Series 2009 Bonds and any interest thereon and the fees and expenses of the Registrar, subject to the conditions herein specified. The Board irrevocably appropriates to the Sinking Fund: (a) all payments made by the District on or with respect to the District Bonds, (b) all income derived from the investment of amounts on hand in the Sinking Fund, and (c) such other money, if any, as shall be received and appropriated to the Sinking Fund from time to time.

Money on hand in the Sinking Fund shall be invested pursuant to the Fiscal Agency Agreement under which U.S. Bank National Association, as agent for the Board, shall acquire with moneys of the Board, then available in the Sinking Fund, and as directed by the District, eligible securities, as identified in Section 17-6-103(1) or (2), M.C.A. (the “Permitted Investments”).

Whenever a payment of the District Bonds is credited by the Board to the Sinking Fund, such payment shall be applied as set forth in the Fiscal Agency Agreement. The provision, investment, application, deposit, and disbursement of Permitted Investments and investment earnings thereon and other rights and obligations regarding the Sinking Fund are set forth more particularly in the Fiscal Agency Agreement.

The Board hereby authorizes and directs U.S. Bank National Association to enter into the Fiscal Agency Agreement and perform its obligations thereunder.

4.2. Pledge of District Bonds. The Board hereby irrevocably pledges and assigns to the payment of the Series 2009 Bonds for the benefit of the holders from time to time of the outstanding Series 2009 Bonds all of the right, title and interest of the Board in the District Bonds and all payments made by the District thereunder and any proceeds thereof, including investment income. The Board hereby acknowledges and agrees that if a default in the payment of the Series 2009 Bonds occurs, the Board will, at the request of all of the holders of the Series 2009 Bonds, transfer to such holders all of its interest in the District Bonds, without warranty or recourse.

4.3. Special, Limited Obligations. Except as provided in Section 4.2, no funds or assets of the Board (including the Municipal Finance Consolidation Act Reserve Fund created in Section 17-5-1630 of the Act) have been or are pledged to the payment of the Series 2009 Bonds.

THE STATE OF MONTANA IS NOT LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST, IF ANY, ON THE SERIES 2009 BONDS OR FOR THE PERFORMANCE OF ANY OBLIGATION THAT MAY BE UNDERTAKEN BY THE BOARD WITH RESPECT THERETO. THE SERIES 2009 BONDS DO NOT CONSTITUTE

AN INDEBTEDNESS OF THE STATE OF MONTANA AND NEITHER THE FAITH AND CREDIT NOR TAXING POWER OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE SERIES 2009 BONDS. THE BOARD DOES NOT HAVE ANY TAXING POWER.

Section 5. Tax Matters.

5.1. Designation of Bonds as Qualified Zone Academy Bonds. The Board hereby designates the Series 2009 Bonds as “qualified zone academy bonds” under Section 54E of the Code. In reliance on the representations and agreements of the District, including, without limitation, those regarding spend down requirements and compliance with arbitrage requirements of the Code, the Board makes the following representations and agreements to the holders from time to time of the Series 2009 Bonds:

(a) The District is an eligible local education agency as defined in Section 9101 of the federal Elementary and Secondary Education Act of 1965, as amended.

(b) The school facilities in the District at which the Project will be undertaken (collectively, the “Facilities”) constitute or, prior to the issuance of the Series 2009 Bonds will constitute, a qualified zone academy within the meaning of the applicable provisions of the Code. Specifically, the Facilities are public schools and are established by and operated under the supervision of the District to provide education or training below the postsecondary level. Furthermore, the program for students at the Facilities, including the Comprehensive Education Plan, has been designed in cooperation with business to enhance the academic curriculum, increase graduation and employment rates and better prepare students for the rigors of college and the increasingly complex workforce, students in the Facilities will be subject to the same academic standards and assessments as other students educated by the District, and the comprehensive education plan of the Facilities has been approved by the District. The District reasonably expects, as of the date of issuance of the Series 2009 Bonds and for a period of at least one year thereafter, that at least 35 percent of the students attending the Facilities will be eligible for free or reduced-cost lunches established under the National School Lunch Act.

(c) The Board has received written assurances that the District will satisfy the requirements of Section 148 of the Code with respect to the proceeds of the District Bonds and the Series 2009 Bonds and the Board authorizes the Authorized Officers (i) to ensure that such proceeds satisfy such requirements by imposing such requirements on the District Bonds or the Series 2009 Bonds and executing and delivering such documents as are necessary or appropriate in connection therewith and (ii) to execute and deliver such certificates as may be appropriate or required under the Code or otherwise in respect of the Series 2009 Bonds.

(d) It is expected 100 percent or more of the available project proceeds to be spent for qualified purposes will be spent by the District within the 3-year period beginning on the date of issuance of the District Bonds (and the Series 2009 Bonds) and a binding commitment to spend at least 10 percent of such available project proceeds will be incurred by the District within the 6-month period beginning on the date of issuance.

(e) The Board has written assurances that the private business contribution requirement of the Code will be met with respect to the Facilities. Specifically, the District has represented

that it has received written commitments from Learn.com, Inc., to make contributions of some or all of the following, which have a present value, as of the date of issuance of the Series 2009 Bonds, of not less than \$208,725, or ten percent of the proceeds of the Series 2009 Bonds (using the Credit Rate, as hereafter defined, for the Series 2009 Bonds, as the discount rate), and which are of a type and quality acceptable to the District:

Not less than 243 one-year student licenses of the Office Plus-Comprehensive Library and Professional Advantage Library online course scholarships, to consist primarily of online courses. The District has received assurances from Learn.com, Inc. that each such license has a retail value of \$866 and will be available to the District upon delivery of the Series 2009 Bonds.

Learn.com, Inc. is not a part of the United States, a state or local government or agency or instrumentality or a related party to any thereof.

(f) The term of the Series 2009 Bonds does not exceed the maximum term permitted by the Secretary of the Treasury under applicable provisions of the Code for qualified zone academy bonds.

(g) In its resolution calling for the election on the District Bonds, adopted by the Board of Trustees of the District on May 12, 2008, the District made a reimbursement declaration satisfying the requirements of Section 54A(d)(2)(D) of the Code.

(h) The District has received an allocation by the State of Montana Office of Public Instruction of \$2,087,250 of qualified zone academy bond limitation remaining outstanding and available through calendar year 2009, and such allocation has not expired nor been revoked, rescinded or modified and is in full force and effect, and neither the District nor the Board has designated any bonds or obligations as qualified zone academy bonds from such allocation other than the Series 2009 Bonds.

(i) The District has given its written approval to the issuance of the Series 2009 Bonds by the Board.

(j) The District has agreed to file, or assist the Board in the filing of, reports similar to those required under Section 149(e) of the Code.

5.2. General Covenant. The Board covenants and agrees with the holders from time to time of the Series 2009 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the Series 2009 Bonds to lose their designation as “qualified zone academy bonds” under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the Series 2009 Bonds are “qualified zone academy bonds” for federal income tax purposes under the Code and the Regulations.

5.3. Tax Credits to Purchaser. For so long as the Series 2009 Bonds are qualified zone academy bonds, a taxpayer who holds the Series 2009 Bonds on one or more credit allowance dates as defined in Section 54A(e)(1) of the Code during a taxable year is allowed as a credit against federal income taxes imposed by Subtitle A, Chapter 1 of the Code for the taxable year an amount equal to the sum of the credits for such date or dates, but only to the extent provided

in Section 54A(c)(1) of the Code (the “Credit Amount”). The amount of the credit for any such credit allowance date is equal to 25% of the annual credit determined with respect to the Series 2009 Bonds that are held by the taxpayer on such date. The annual credit is equal to the product of seven and ninety-six hundredths percent (7.96%) multiplied by the outstanding face amount of the Series 2009 Bonds held by the taxpayer on the credit allowance date, provided that in the case of the credit allowance date first occurring after delivery of the Series 2009 Bonds, the amount of the credit for such date is a ratable portion of the credit otherwise determined, based on the portion of the 3-month period concluding on that credit allowance date during which the Series 2009 Bonds are outstanding, and that a similar proration rule shall apply for the 3-month period during which the Series 2009 Bonds are redeemed or mature. The Credit Amount is includable in gross income for federal income tax purposes.

Section 6. Defeasance. When all of the Series 2009 Bonds have been discharged as provided in this Section 6, all pledges, covenants and other rights granted by this resolution to the owners of the Series 2009 Bonds shall cease. The Board may discharge its obligations with respect to any Series 2009 Bonds which are due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Series 2009 Bond should not be paid when due, the Board may nevertheless discharge its liability with respect thereto by depositing with the Registrar a sum sufficient for the payment thereof in full. The Board may also at any time discharge its obligations with respect to any Series 2009 Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are direct obligations of the United States or securities of United States agencies the timely payment of principal of and interest on which is guaranteed by the United States of America, bearing interest, if any, payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal to become due on such Series 2009 Bond to its stated maturity. Prior to the discharge of the Board’s obligations with respect to the Series 2009 Bonds pursuant to this Section, the sufficiency of any such deposit shall be demonstrated to the reasonable satisfaction of the holder, such satisfaction of the holder to be demonstrated by the delivery of the prior written consent of the holder of such discharge to the Board, which consent shall not be unreasonably delayed, conditioned, or withheld.

Section 7. Effective Date. All resolutions and parts of resolutions heretofore adopted by this Board which are in conflict herewith are hereby amended so as to conform with the provisions of this Resolution, and, as so amended, are hereby ratified and confirmed. This Resolution shall be effective upon passage.

PASSED AND APPROVED by the Board of Investments of the State of Montana on this
13th day of May, 2009.

Chair

Attest:

Executive Director

EXHIBIT A

[Form of Bond]

STATE OF MONTANA

**BOARD OF INVESTMENTS
OF THE STATE OF MONTANA**

MUNICIPAL FINANCE CONSOLIDATION ACT BOND, SERIES 2009
(LEWISTOWN ELEMENTARY SCHOOLS QUALIFIED ZONE ACADEMY PROGRAM)

No. R-_____ \$2,087,250.00

| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>DATE OF ORIGINAL ISSUE</u> |
|----------------------|----------------------|-----------------------------------|
| 0.00% | [June 15, 2017] | _____, 2009 |

REGISTERED HOLDER: [_____]

PRINCIPAL AMOUNT: TWO MILLION EIGHTY-SEVEN THOUSAND TWO
HUNDRED FIFTY DOLLARS AND NO/100

FOR VALUE RECEIVED, THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA, a board of the Executive Branch of the Government of the State of Montana (the “Issuer”), hereby promises to pay (but only out of the Sinking Fund as hereinafter described) to the Registered Holder named above, or registered assigns, on the maturity date specified above, subject to mandatory redemption as hereinafter provided, the principal amount specified above, without interest thereon. Principal of this Bond is payable upon presentation and surrender hereof at the office of U.S. Bank National Association, as Bond Registrar, Transfer Agent, Paying Agent, and Fiscal Agent, at its principal corporate office at 1420 5th Avenue in Seattle, Washington 98101, or any successor appointed under the Resolution hereinafter described (the “Registrar”). All such payments shall be made in lawful money of the United States of America which on the date of payment is lawful tender for the payment of public and private debts.

The Bonds (as hereinafter defined) are special, limited special obligations of the Issuer. The Bonds will not be secured by the Municipal Finance Consolidation Act Reserve Fund created in Section 17-5-1630 of the Act or by any funds or assets of the Board other than its interest in the District Bonds (as hereinafter defined) and the payments to be made by the District (as hereinafter defined) thereunder and investment income thereon.

THE STATE OF MONTANA IS NOT LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST, IF ANY, ON THE BONDS OR FOR THE PERFORMANCE OF ANY OBLIGATION THAT MAY BE UNDERTAKEN BY THE ISSUER WITH RESPECT THERETO. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE

STATE OF MONTANA AND NEITHER THE FAITH AND CREDIT OR TAXING POWER OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS. THE ISSUER DOES NOT HAVE ANY TAXING POWER.

This Bond represents all of a series of a duly authorized issue of Bonds of the Issuer designated as Board of Investments of the State of Montana “Municipal Finance Consolidation Act Bonds, Series 2009 (Lewistown Elementary Schools Qualified Zone Academy Program),” in the aggregate principal amount of \$2,087,250 (the “Bonds”), issued pursuant to the provisions of Montana Code Annotated, Title 17, Chapter 5, Part 16, as amended (the “Act”), under a resolution adopted by the Issuer on May 13, 2009, authorizing the issuance of the Bonds (the “Resolution”). The Bonds are issuable only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, except that one Bond shall have or include a denomination of \$7,250.

The Bonds are being issued to provide funds to the Issuer to permit it to purchase \$2,087,250 in aggregate principal amount of General Obligation School Building Bonds, Series 2009 (the “District Bonds”), issued by School District No. 1 (Lewistown), Fergus County, Montana (the “District”).

The Bonds and the interest thereon are payable solely from the right, title and interest of the Board in the District Bonds and all payments made by the District thereunder and any proceeds thereof, including investment income, but not from any other funds or assets of the Board, including the Municipal Finance Consolidation Act Reserve Fund created in Section 17-5-1630 of the Act. By the Resolution, the Issuer has pledged and assigned all of its right, title and interest in the District Bonds and the payments to be made by the District thereunder to the payment of the Bonds, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein. A sinking fund has been established under the Resolution (as defined therein, the “Sinking Fund”). This Bond is payable solely from the Sinking Fund. Reference is hereby made to the Resolution and the Fiscal Agency Agreement, dated as of the date hereof, between the Issuer, the District and the Registrar (copies of which are on file at the office of the Registrar), and all resolutions and agreements, if any, supplemental thereto and to the Act for a description of the rights thereunder of the registered holders of the Bonds, of the nature and extent of the security, the rights, duties and immunities of the Registrar and of the rights and obligations of the Issuer thereunder, to all the provisions of which Resolution, this Bond, and Fiscal Agency Agreement the registered holder of this Bond, by acceptance hereof, assents and agrees.

The Bonds do not bear interest.

The Bonds are subject to mandatory redemption, as follows: in the event and to the extent (i) the District spends less than 100 percent of the available project proceeds (as defined in the Code) made available to the District from the purchase of the District Bonds with the proceeds of the Bonds by the close of the 3-year period commencing on the date of issuance of the Bonds for one or more qualified purposes, (ii) the school facilities at which the Project will be undertaken fail to constitute a qualified zone academy, (iii) the District fails to have a reasonable expectation to proceed with due diligence to spend at least 100% of the available project proceeds made available to the District from the purchase of the District Bonds with the proceeds of the Bonds

for a qualified purpose with respect to a qualified zone academy, or (iv) an event other than those described in clauses (i) through (iii) occurs that would require the District to undertake remedial action entailing redemption under the Code, whichever occurs earliest, then the Bonds are thereupon subject to mandatory redemption from funds used by the District to effect the mandatory redemption of the District Bonds. Upon any partial redemption hereof, the registered holder shall surrender this Bond to the Registrar at its principal corporate office in Seattle, Washington for payment in exchange for a Bond reflecting the adjusted principal amount then outstanding under the Bond, and the Registrar shall deliver to the registered holder of this Bond in exchange for the one surrendered a Bond that reflects the principal amount then owing on the cover page of such a Bond.

The Executive Director or Deputy Director, following receipt of appropriate instructions from the District and funds from the District or adequate assurance that the District shall fund the redemption price, shall provide or cause to be provided to the Registrar at least 20 days prior to the redemption date a request that the Registrar mail notice of redemption, and the Registrar shall mail or cause to be mailed, by first class mail, at least 10 days prior to the designated redemption date, a notice of redemption to the registered owners of each Bond to be redeemed at their addresses as they appear on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, and the numbers and amounts of the Bonds to be redeemed and the place at which the Bonds are to be surrendered for payment. Official notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified.

The Bonds are not subject to redemption at the option of the Issuer, but are subject to mandatory redemption as provided above.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the Bond Register, upon surrender of this Bond for transfer at the operations center of the Registrar, duly endorsed by the registered owner hereof or by the registered owner's attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or registered owner's attorney. Bonds in a denomination greater than \$5,000 may also be surrendered in exchange for Bonds of other authorized denominations. Upon any such transfer or exchange, the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Issuer and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment as herein provided and for all other purposes, and neither the Issuer nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance

of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that this Bond, together with all other indebtedness of the Issuer, does not exceed any statutory or constitutional limit of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the BOARD OF INVESTMENTS OF THE STATE OF MONTANA has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Chair and attested by the facsimile signature of its Executive Director.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA

(Facsimile Signature)
Chair

Attest:

(Facsimile Signature)
Executive Director

Dated: _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the series designated by its title and is issued under the provisions of the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

| | | |
|------------|--|--|
| TEN COM -- | as tenants in common | UTMA.Custodian. (Cust) (Minor) |
| TEN ENT -- | as tenants by the entireties | under Uniform Transfers to Minors Act. (State) |
| JT TEN -- | as joint tenants with right of survivorship and not as tenants in common | |

Other abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name and Address of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney to
transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE:

/ _____/

NOTICE: The signature(s) to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration, enlargement or
any change whatsoever.

SIGNATURE GUARANTEE:

Signature(s) must be guaranteed by an "eligible
guarantor institution" meeting the requirements of the
Bond Registrar, which requirements include membership
or participation in STAMP or such other "signature
guaranty program" as may be" determined by the
Registrar in addition to or in substitution for STAMP,
all in accordance with the Securities Exchange Act of
1934, as amended.

FISCAL AGENCY AGREEMENT

This Fiscal Agency Agreement, dated as of _____, 2009 (this "Agreement") is made between the Board of Investments of the State of Montana (the "Board of Investments"), School District No. 1 (Lewistown), Fergus County, Montana (the "District"), and U.S. Bank National Association (with any permitted successor hereunder, the "Registrar").

WITNESSETH:

WHEREAS, the Board of Investments is issuing its Municipal Finance Consolidation Act Bonds, Series 2009 (Lewistown Elementary Schools Qualified Zone Academy Program), in the original principal amount of \$2,087,250 (the "BOI Bonds"), dated, as originally issued, as of _____, 2009, maturing on June 15, 2017, and bearing interest at 0.00% per annum, pursuant to a resolution adopted by the Board of Investments on May 13, 2009 (the "Board Resolution"); and

WHEREAS, the Board of Investments has appointed the Registrar to act as bond registrar, transfer agent, and paying agent for the BOI Bonds, and as fiscal agent in respect of the Sinking Fund established under the Board Resolution (the "Sinking Fund"); and

WHEREAS, the District is issuing its General Obligation School Building Bonds, Series 2009, in the original principal amount of \$2,087,250 (the "District Bonds"), dated, as originally issued, as of _____, 2009, and maturing on June 15 in the years 2010 through 2017, and bearing interest at 0.00% per annum, pursuant to a resolution adopted by the Board of Trustees of the District on May 11, 2009 (the "District Resolution"); and

WHEREAS, the District Bonds are the principal security for the BOI Bonds; and

WHEREAS, the District has appointed the Registrar to act as bond registrar, transfer agent and paying agent for the District Bonds; and

WHEREAS, the Registrar is willing to perform such services for the Board and the District on the terms and conditions provided herein and in the Board Resolution and the District Resolution, respectively.

NOW, THEREFORE, the parties hereto hereby covenant and agree, as follows:

ARTICLE 1

Definitions; Governing Law

Section 1.1. Definitions. Unless the context clearly requires otherwise, the definitions in this section apply throughout this Agreement.

Authorized Officer: with respect to the Board of Investments, the Executive Director or the Deputy Director and any other officer designated from time to time as an Authorized Officer of the Board of Investments by resolution of the Board of Investments; and with respect to the District, the Chairman, the Vice Chairman, the Superintendent, the Chief Financial Officer, and

the District Clerk and any other officer designated from time to time as an Authorized Officer of the District by resolution of the Board of Trustees of the District.

BOI Bonds: the Municipal Finance Consolidation Act Bonds, Series 2009 (Lewistown Elementary Schools Qualified Zone Academy Program) issued by the Board of Investments in the original principal amount of \$2,087,250, and dated, as originally issued, as of _____, 2009.

Bond Counsel: nationally recognized municipal bond counsel selected by the District.

Bond Register: with respect to the BOI Bonds or the District Bonds, the list of registered holders thereof, which, unless otherwise specifically stated in the Board Resolution or the District Resolution, as the case may be, shall be maintained by the Registrar in accordance with Sections 2.7 and 2.8 hereof.

Bonds: collectively, the BOI Bonds and the District Bonds.

Business Day: any day other than (i) a Saturday or a Sunday, (ii) a day that is a legal holiday in the State of Montana, (iii) a day on which commercial banks in the city or cities in which are located the Principal Office of the Registrar are authorized or required by law or executive order to close; or (iv) a day on which the New York Stock Exchange is closed.

Code: Internal Revenue Code of 1986, as amended.

Discount Rate: the rate equal to 110 percent of the long-term adjusted applicable Federal rate (AFR), compounded semi-annually, for _____ 2009; i.e., [_____] %.

District Bonds: the General Obligation School Building Bonds, Series 2009 issued by the District in the original principal amount of \$2,087,250, and dated, as originally issued, as of _____, 2009.

Holder of the BOI Bonds: First Bank of Montana, of Lewistown, Montana, and its successors and assigns that then hold all or a portion of the BOI Bonds.

Paying Agent: the Registrar.

Principal Office: when used with respect to the Registrar, the principal office of the Registrar, which at the date of this Agreement is located at 1420 5th Avenue in Seattle, Washington 98101, or such other location designated in writing by the Registrar.

Project: of improving the facilities of the District by replacing the roof on the junior high school; renovating and upgrading all or a portion of the heating, ventilation, and air conditioning systems at Garfield School, Highland Park School and Lewis & Clark School; and related improvements.

Qualified Investments: investments described in Section 4.2 hereof and if there should be other investments allowed under the provisions of Section 4.4, then any investments authorized

by State law for funds credited to the Sinking Fund, as directed by an officer of the District to the Registrar in writing, in accordance with the provisions of this Agreement.

Registrar: U.S. Bank National Association, the agent named to perform the agency relationships created by this Agreement, and which may include, in respect of any or all activities of the Registrar to be performed hereunder with respect to the BOI Bonds or the District Bonds, in further subagency relationships, any bank or trust company affiliated with U.S. Bank National Association, or any successor appointed pursuant to Section 6.1 hereof.

Sinking Fund: the sinking fund established pursuant to Section 4.1 of the Board Resolution.

SLGs: United States Treasury Securities – State and Local Government series.

Treasury Regulations: the Treasury Regulations applicable to the Bonds and promulgated under the Code, including, without limitation, Treasury Regulations, Sections 1.148-0 through 1.148-11, and Sections 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, and, to the extent not in conflict with Sections 54A and 54E of the Code, Sections 1.1387-1 and 1.1397-1T.

Section 1.2. Rules of Interpretation. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words, “herein,” “hereof,” and “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

The terms defined in this Article include the plural as well as the singular. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles. “Or” is not intended to be exclusive, but to encompass or contemplate one, more or all of the alternatives conjoined.

Section 1.3. Governing Law. This Agreement shall be governed by the laws of the State of Montana without giving effect to the conflicts-of-laws provisions thereof and the rules and regulations promulgated by the Securities and Exchange Commission and other regulatory agencies, to the extent of their applicable jurisdiction governing the Bonds and securities transfer industry.

ARTICLE 2

Registrar’s Duties

Section 2.1. Duties under Resolutions. The Registrar covenants and agrees to perform all duties expressly imposed on it under the Board Resolution in respect of the BOI Bonds and under the District Resolution in respect of the District Bonds and such additional duties, covenants and agreements contained herein. In the event of an inconsistency between the provisions of this Agreement and the Board Resolution or the District Resolution, as the case may be, the provisions of this Agreement shall govern.

Section 2.2. Payment of Principal.

(a) The Registrar shall pay, from funds received from the Board of Investments from the District Bonds, such of the principal of the BOI Bonds as is due on the stated payment date, with funds in the Sinking Fund as provided in the Board Resolution, upon surrender of the BOI Bonds to the Principal Office for payment. The Registrar shall pay, from funds received from the District, such of the principal of the District Bonds as is due on the stated payment dates, with the funds received from the District and, as described in Section 4, then available to the Sinking Fund.

(b) The Registrar shall not be obligated to make principal payments next due unless and until the Board of Investments or the District, as the case may be, has delivered, or caused to be delivered, to the Registrar, in immediately available funds, the full amount of principal next due.

(c) In the event a principal or interest (if any) payment date is not a Business Day, the Registrar shall make the principal or interest (if any) payment on the following Business Day with the same effect as if it had been made on the date scheduled for such payment.

Section 2.3. Transfer or Exchange of Bonds. The Registrar may impose its customary fee for the delivery of one or more new Bonds to the registered owner.

Section 2.4. Cancellation of Bonds. All Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter destroyed, except as otherwise provided in the District Resolution. A certificate of destruction evidencing the destruction of the Bonds shall be furnished to the Board of Investments or the District, as the case may be.

Section 2.5. Redemption.

(a) Optional Redemption. The District Bonds are subject to redemption at the option of the District after one-half their term, as set forth more particularly in the form of the District Bonds. The BOI Bonds are not subject to optional redemption prior to their stated maturity, but like the District Bonds, are subject to mandatory redemption as described in paragraph 2.5(b).

(b) Mandatory Redemption. In the event and to the extent (i) the District spends less than 100 percent of the available project proceeds (as that term is defined in Section 54A(e)(4) of the Internal Revenue Code of 1986, as amended (the "Code")) of the BOI Bonds used to purchase the District Bonds by the close of the 3-year period commencing on the date of issuance of the District Bonds for one or more qualified purposes, (ii) the school facilities in the District at which the Project will be undertaken fail to constitute a qualified zone academy, (iii) the District fails to have the reasonable expectation to proceed with due diligence to spend at least 100% of the available project proceeds of the BOI Bonds used to purchase the District Bonds for a qualified purpose with respect to a qualified zone academy, or (iv) an event other than those described in clauses (i) through (iii) occurs that would require the District to undertake remedial action entailing redemption under the Code, whichever occurs earliest, then the District shall redeem all nonqualified bonds within 90 days after the occurrence of such event, without premium. In such an event, the District shall thereupon direct the Board of Investments to redeem simultaneously the same amount of the BOI Bonds from funds used by the District to redeem the District Bonds. The BOI Bonds are subject to mandatory redemption

by the Board of Investments at the direction of the District upon the occurrence of any of the events described in clauses (i) through (iv) above and in the same amount as the District Bonds. The dollar amount applied to redeem District Bonds pursuant to this paragraph (b) will be spread pro rata in as nearly as practicable equal amounts against each annual principal installment of the District Bonds then outstanding, and if not then equally divisible, the earliest installment then outstanding will be redeemed in a larger amount than later installments. The dollar amount applied to redeem the BOI Bonds pursuant to this paragraph (b) will be applied to reduce the outstanding principal amount of the outstanding BOI Bonds.

(c) Notice of Redemption. The District Clerk with respect to the District Bonds and the Executive Director or the Deputy Director with respect to the BOI Bonds shall provide or cause to be provided to the Registrar at least 20 days prior to the redemption date a request that the Registrar mail notice of redemption, and the Registrar shall mail or cause to be mailed, by first class mail, at least 10 days prior to the designated redemption date, a notice of redemption to the registered owners of the Bonds to be redeemed at their addresses as they appear on the Bond Register maintained by the Registrar, but no defect in or failure to give such mailed notice shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, and amounts of the District Bonds or the BOI Bonds, as appropriate, to be redeemed and the place at which, as appropriate, the District Bonds or the BOI Bonds are to be surrendered for payment. Official notice of redemption having been given as aforesaid, the District Bonds or the BOI Bonds, as appropriate, or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified.

(d) Revised Payment Schedule. Upon any partial redemption of the District Bonds or the BOI Bonds, the holder shall surrender the District Bonds or BOI Bonds, as appropriate, it then holds to the Registrar at its principal corporate office in Seattle, Washington for payment in exchange for the District Bonds reflecting the adjusted annual principal installments as a result of the partial redemption, or for the BOI Bonds reflecting the adjusted total principal amount outstanding under the BOI Bonds, as the case may be. Upon surrender of the District Bonds or the BOI Bonds, as appropriate, for payment of a partial redemption, the Registrar is directed and authorized as to the District Bonds to replace the principal payment schedule attached to the District Bonds with a new schedule showing the reduced remaining annual installments of principal and as to the BOI Bonds the reduced principal outstanding under the BOI Bonds, in each case resulting from the partial redemption.

Section 2.6. Instructions; Reliance. At any time, the Registrar may apply to an Authorized Officer for instructions and may consult counsel to the Board of Investments or the District or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Registrar shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any Authorized Officer and shall not be held to have notice of any change of authority of any Authorized Officer until receipt by it of written notice thereof. The Registrar shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the Authorized Officers. The Registrar shall not be responsible, for any reason, for any action taken nor omitted to be taken by it in good faith or for

anything whatever in connection with this Agreement or any of the Bonds except for its own negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Registrar hereunder or under the Board Resolution or the District Resolution.

Section 2.7. Records and Reports. The Registrar shall maintain appropriate registration books for the registration of the BOI Bonds and the registration of transfer and exchange of the BOI Bonds. The Registrar shall send to the Board of Investments, the District and to the registered owners of the BOI Bonds, no less often than annually, a report of all money received and all payments made during the preceding period and a listing of all investments credited to the Sinking Fund and the cost and market value thereof. Upon request of the Board of Investments, the Registrar will provide data relating to the number of issues and amounts of BOI Bonds redeemed and destroyed. In addition, the Registrar shall send to the Accounting Firm (as hereinafter defined) and the District the information at the times specified in Section 4.3(iii) hereof.

The Registrar shall maintain appropriate registration books for the registration of the District Bonds and the registration of transfer and exchange of the District Bonds. The Registrar shall send to the District, no less often than annually, a report of all money received and all payments made during the preceding period. Upon request of the District, the Registrar will provide data relating to the number of issues and amounts of District Bonds redeemed and destroyed.

Section 2.8. Nondisclosure of Ownership. The files and materials kept by the Registrar pursuant to this Agreement, including registration books and the records of registered Bond ownership, are not public records and the Registrar shall not release to or disclose to other persons or entities the registered ownership of the BOI Bonds, except as directed in writing by the Board of Investments, or the registered ownership of the District Bonds, except as directed in writing by the District. Any files, records or materials in the possession of the Registrar pursuant to this Agreement shall be used only for performance of the duties of this Agreement.

Section 2.9. No Duty to Disseminate. Except as described in Sections 2.7 and 4.3, the Registrar shall have no duty to disseminate or disclose information about the Board of Investments, the BOI Bonds, the District or the District Bonds pursuant to any statute, rule or regulation of the United States government, any of its agencies, or any statute, rule or regulation enacted by any state or political subdivision.

Section 2.10. Tax Reporting. The Registrar will supply all necessary tax reporting to the holders of the BOI Bonds and the District Bonds and to the Internal Revenue Service in accordance with applicable regulations.

Section 2.11. Interest on Balances. Except as provided in Article 4 hereof, the Registrar shall not be required to invest or to pay interest on any funds of the District or the Board of Investments for any period during which such funds are held by the Registrar awaiting the presentation of the BOI Bonds or the District Bonds for payment. Any funds remaining in the possession of the Registrar for payment of the BOI Bonds or the District Bonds five (5) years after the date for the payment thereof has expired shall, subject to any applicable escheat or unclaimed or abandoned property law, be returned to the Board of Investments or the District, as

the case may be, which shall remain obligated for the payment of any unclaimed BOI Bonds or District Bonds, as applicable.

Section 2.12. Custodian of Securities. The Registrar shall act as custodian on behalf of the Board of Investments of securities acquired at the direction of the District pursuant to Article 4 pledged to the Sinking Fund and securing repayment of the BOI Bonds.

ARTICLE 3 Duties of Board of Investments and District

Section 3.1 Provision of Executed Bonds. The Board of Investments shall provide the Registrar with such executed BOI Bonds as are required to issue BOI Bonds in exchange for or upon transfer of outstanding BOI Bonds, including at redemption thereof in part. The District shall provide the Registrar with such executed District Bonds as are required to issue District Bonds in exchange for or upon transfer of outstanding District Bonds, including at redemption thereof in part.

Section 3.2. Payment of Fees. The District shall pay the Registrar the initial fee and the annual fees of the Registrar for the Registrar's services rendered under this Agreement.

Section 3.3. Amendments of Resolutions. The Board of Investments shall file with the Registrar certified copies of all future amendments to the Board Resolution or other documents pertaining to the BOI Bonds after the date of this Agreement. The District shall file with the Registrar certified copies of all future amendments to the District Resolution or other documents pertaining to the District Bonds after the date of this Agreement.

Section 3.4. Indemnification. To the extent permitted by applicable law, the District will indemnify the Registrar and save it harmless from and against any and all actions or suits, whether groundless or otherwise, and from and against any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities arising out of the agency relationship hereunder in respect of the District Bonds or the BOI Bonds where the Registrar has acted in good faith and with due diligence and without negligence. To the extent permitted by applicable law, the Registrar:

(a) shall not be liable for any act or omission of any predecessor registrars and shall not be obligated to inquire into the validity or propriety of any such act or omission;

(b) shall not be liable for payment of BOI Bonds or District Bonds maturing prior to the date of assumption of duties as Registrar for which there are insufficient funds; and

(c) shall not be liable to any party for failure or inability to make payments on BOI Bonds or District Bonds which are lawfully due and payable after the date of assumption of duties as Registrar if that failure or inability results from any prior expenditure of funds to make payments on BOI Bonds or District Bonds, which payments should not have been made, but which were paid in good faith on demand or presentment because of the failure of any predecessor registrars, or any of them, to supply accurate or necessary information or records to the Registrar.

ARTICLE 4 Sinking Fund

Section 4.1. Sinking Fund. The Registrar hereby agrees to hold the Sinking Fund in trust under the provisions of the Board Resolution and as further provided in this Article 4. All funds in the Sinking Fund shall be trust funds under the terms of the Board Resolution and shall not be subject to lien or attachment of any creditor of the Board of Investments, the District or the Registrar. All funds on hand in the Sinking Fund, for any legal, tax or other purpose, shall be considered funds of the Board of Investments (notwithstanding that investment of amounts therein may be directed by the District), although subject to the pledge in favor of the holders of the BOI Bonds imposed by the Board Resolution.

Section 4.2. Investments. Subject to the provisions of any law then in effect to the contrary and the limitations set forth in Section 4.3 and the provisions of Section 4.4, the Registrar shall invest all amounts and securities deposited into and held by the Sinking Fund as directed in writing by the District in any of the following Qualified Investments: (i) obligations, participations or other instruments of, or issued by, the Federal National Mortgage Association, or issued by a United States agency or a United States government enterprise; (ii) obligations for the payment of principal of and interest on which the United States has pledged its full faith and credit; (iii) to the extent not included in clause (ii) and to the extent available to the Sinking Fund, SLGs; (iv) shares of a tax-exempt municipal money market mutual fund or other collective investment fund registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, having assets of at least \$100,000,000, and having a rating of AAAm or AAAm-G by Standard & Poor's ("S&P") and another nationally recognized rating agency, for which at least 95% of the income paid to the holders on interest in such money market mutual fund will be excludable from gross income under Section 103 of the Code, including money market funds for which the Registrar or its affiliates receive a fee for investment advisory or other services to the fund; or (v) a certificate of deposit having a term of not more than ____ year[s] issued by a bank or savings and loan association, provided that (1) either (x) the long-term obligations of such bank or association are rated in one of the three highest investment categories by S&P or (y) the deposits are continuously secured as to principal, but only to the extent not insured by the Bank Insurance Fund or the Savings Association Insurance Fund, or any successor to either, of the Federal Deposit Insurance Corporation, (a) by lodging with a bank or trust company, as collateral security, obligations described in clauses (i) or (ii) above having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (b) if the furnishing of security as provided in clause (a) is not permitted by applicable law, in such manner as is then required or permitted by applicable state or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, (2) a certificate in the form attached hereto as Schedule 1 is first completed, executed, and delivered to the Registrar to evidence compliance with the provisions of this clause (v) and Section 1.148-5(d)(6) of the Treasury Regulations, and (3) the Registrar confirms that the requirements of the foregoing clauses (v)(1) and (v)(2) are satisfied. If S&P ceases to exist and has no successor or assign, then from and after such occurrence reference to "S&P" shall be deemed removed from the foregoing provisions of this Section and the determination of one nationally recognized rating agency having the qualifications described above shall then be sufficient for each applicable investment. Investments shall be registered (if required) in the name of the Registrar, but subject to the lien and pledge of the Board Resolution.

All Qualified Investments shall mature or be redeemable at the option of the holder thereof on or before June 15, 2017.

Subject to Section 4.3, with respect to investments in Qualified Investments:

(a) The Registrar may trade with itself or its affiliates in the purchase and sale of such investments and the Registrar shall not be liable or responsible for any loss resulting from any such investment.

(b) The Registrar may invest in Qualified Investments through or from its own trust department and funds in the Sinking Fund may be invested in a mutual fund owned by the Registrar or its affiliates if such constitutes a Qualified Investment.

(c) The Registrar shall without further direction from the District or the Board of Investments sell investments as and when required to make any payment of principal or interest, if any, on the BOI Bonds.

The Board and the District hereby acknowledge that regulations of the Comptroller of the Currency grant the Board and the District the right to receive brokerage confirmations of the securities transactions as they occur. The Board and the District specifically waive such notification to the extent permitted by law and the Registrar agrees to provide periodic cash transaction statements which will detail all investment transactions.

Section 4.3. Limitations Arising from Section 54A(d)(4)(C) of the Code. The parties understand and agree that the Sinking Fund is established as a fund in compliance with Section 54A(d)(4)(C) of the Code and as such (i) the Sinking Fund must be funded at a rate not more rapid than equal annual installments; (ii) the Sinking Fund must be funded in a manner reasonably expected to result in an amount not greater than an amount necessary to repay the BOI Bonds; and (iii) the yield of the Sinking Fund must be not greater than the Discount Rate.

Accordingly:

(i) The District shall ensure that the Sinking Fund is funded at a rate not more rapidly than equal annual installments.

(ii) The Registrar shall monitor amounts in and available to the Sinking Fund and amounts to be deposited annually into the Sinking Fund by the District so that it is funded by the District in a manner that results in an amount on deposit in the Sinking Fund necessary to repay the annual principal installments due on the District Bonds on each [June 15, commencing in 2010 and concluding in 2017, and necessary to repay in full the BOI Bonds on June 15, 2017]. To this end, the Registrar shall by [June 1 of each year commencing June 1, 2011 through and including June 1, 2017 (or if June 1 is not a Business Day, then the Business Day immediately preceding June 1)], advise the District in writing of the dollar amount of the investment earnings in or to be received by the Sinking Fund over the 12-month period beginning on the preceding [June 15, which amount shall be a credit against and deducted from the District's annual payment then coming due on the next succeeding June 15, commencing with the payment due June 15, 2011]. Commencing with the annual principal payment of the District Bonds due [June 15, 2011 through and including June 15, 2017], the District shall thereupon deposit or cause to

be deposited into the Sinking Fund an amount equal to the annual principal payment due under the District Bonds on that [June 15 less the credit of investment earnings received in or available to the Sinking Fund over the 12-month period beginning on the preceding June 15]. Schedule 2 attached hereto and made a part hereof describes the debt service due on and manner of paying the District Bonds.

(iii) The yield on the Sinking Fund shall not exceed the Discount Rate. The District shall, at its expense, retain [Grant Thornton LLP, of Minneapolis, Minnesota] (including its successor or any accounting firm retained by the District in replacement of Grant Thornton LLP, the "Accounting Firm"), which shall on each June 15 during the term of the District Bonds commencing June 15, 2011, compute the aggregate yield of investments on amounts in or held by the Sinking Fund in accordance with the methodologies described in Section 148 of the Code and applicable Treasury Regulations; provided that, if the yield of the Sinking Fund at any time equals or exceeds the Discount Rate, then thereafter during the term of the District Bonds, the Accounting Firm will compute the aggregate yield of the Sinking Fund semi-annually on each June 15 and December 15 during the term of the District Bonds. The Registrar shall at least semi-annually or on request provide information concerning all investments on amounts in or held by the Sinking Fund to the Accounting Firm and the District. In its contract with the Accounting Firm, the District shall obtain the agreement of the Accounting Firm that by no later than June 30 (and if the yield of the Sinking Fund has equaled or exceeded the Discount Rate, also by no later than December 30 with regard to the December 15 computation), the Accounting Firm shall certify to the District and the Registrar the aggregate yield of the Sinking Fund. If the aggregate yield of the Sinking Fund is in excess or threatens to be in excess of the Discount Rate, the Accounting Firm shall as soon as practicable so inform the District and the Registrar and the District shall thereupon instruct the Registrar to invest the amount of its future annual payment or payments into the Sinking Fund or, if necessary, amounts previously invested in the Sinking Fund, in SLGs, or if SLGs are not then available for acquisition by the Sinking Fund, other obligations for the payment of principal of and interest on which the United States has pledged its full faith and credit, in all cases having a yield that will cause the yield of the Sinking Fund to not exceed the Discount Rate. The District shall obtain the agreement of the Accounting Firm to advise it as to the yield on such SLGs or such other obligations that will be required to cause the yield of the Sinking Fund not to exceed the Discount Rate.

Section 4.4. Subsequent Directions. The District, with the concurrence of the Board of Investments, may during the term of the Sinking Fund direct the Paying Agent to invest amounts in or available to the Sinking Fund in investments other than those described above in Section 4.2, and the Registrar agrees to do so, but only so long as before proceeding with such investments, (i) a written opinion of Bond Counsel is delivered to the District, the Board of Investments, and the Registrar providing that (a) such investments are permitted to be made in the Sinking Fund under the applicable laws of the State of Montana, and (b) such investments and the manner of making, soliciting, or obtaining them are permitted under the Code, including Sections 54A and 148 of the Code, and applicable Treasury Regulations; (ii) the holders of the District Bonds and the BOI Bonds are informed in writing regarding such other contemplated investments, all instruments evidencing and effectuating such other investments, and the manner in which the investments are to be solicited or obtained, and such holders concur in writing to investing amounts in the Sinking Fund in such other investments and in such manner; and (iii) such other investments cause the principal maturities of the District Bonds to be paid timely and

mature or are redeemable at the option of the holder of such investments on or before the maturity date of the BOI Bonds.

Section 4.5. Notice. In the event the requirements of Section 4.3 above are threatened not to be or are not satisfied, the Registrar and the District, or either of them, shall notify Bond Counsel of potential or actual noncompliance with the requirements of Section 4.3 above as soon as practicable and await instructions.

ARTICLE 5 Custodian of District Bonds

The Registrar agrees to act as custodian on behalf of the Board of Investments of all District Bonds. The District Bonds shall be kept at the Principal Office of the Registrar or any other secure location of the Registrar and shall be available for inspection by the Board of Investments at such reasonable times and in such reasonable manner as the Board of Investments shall determine. The Registrar shall hold the District Bonds in the name of the Board of Investments, although subject to the pledge in favor of the holders of the BOI Bonds imposed by the Board Resolution. The Board of Investments may at any time, in its sole discretion, revoke the appointment of the Registrar as custodian of the District Bonds.

ARTICLE 6 Additional Provisions

Section 6.1 Resignation; Removal. The Registrar may resign at any time by giving prior written notice of such resignation to the Board of Investments and the District at their last known addresses, and thereupon its duties as Registrar shall cease not sooner than thirty (30) days following the receipt of such notice by the Board of Investments and the District. The Registrar may be removed at any time by the Board of Investments, giving thirty (30) days' written notice to the Registrar, the District and Holder or Holders of the BOI Bonds. The Board of Investments and the District, prior to the effective date of such removal, shall appoint a successor agent and, upon such appointment, the Registrar shall deliver to the successor agent all its funds, documents, files and records relating to the BOI Bonds and the District Bonds, including the Sinking Fund, and shall assign to the successor agent its interest in any investments held by the Sinking Fund under Article 4. The successor agent shall notify the registered owner of the Bonds of any change in agents as soon as the successor agent is appointed.

Section 6.2 Merger. Any company or national banking association into which the Registrar may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Registrar may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Registrar without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.3. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.4. Severability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Agreement contained shall not affect the remaining portions of the Agreement or part thereof.

Section 6.5. Amendment. This Agreement may be amended from time to time by a writing signed by the District, the Board of Investments, and the Registrar.

Section 6.6. Headings. The Section headings in this Agreement are for convenience of reference only and shall not affect the interpretation hereof.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, this Fiscal Agency Agreement has been executed by the parties hereto as of the ____ day of _____, 2009.

SCHOOL DISTRICT NO. 1 (LEWISTOWN),
FERGUS COUNTY, MONTANA

By _____
Chairman

Attest:

Superintendent

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA

By _____
Executive Director

And _____
Deputy Director

U.S. BANK NATIONAL ASSOCIATION

By _____
Its Vice President

SCHEDULE 1

[Required to be delivered by a bank or savings and loan association if a certificate of deposit is to be an eligible Qualified Investment under Section 4.2 of Fiscal Agency Agreement]

CERTIFICATE OF PROVIDER OF CERTIFICATE OF DEPOSIT

_____, (the "Provider"), of _____, delivers this Certificate in satisfaction of Section 4.2 of that certain Fiscal Agency Agreement (the "Agreement"), dated _____, 2009, between U.S. Bank National Association, as registrar (the "Registrar"), the Board of Investments of the State of Montana (the "BOI"), and School District No. 1 (Lewistown), Fergus County, Montana (the "District"). Terms with initial capital letters used but not defined herein shall have the meanings given them in the Agreement.

As a condition to providing a certificate of deposit of a term not exceeding ____ year[s] (the "Certificate of Deposit") as a Qualified Investment in the Sinking Fund and the Registrar accepting the same, the Provider hereby certifies that it is a duly organized and existing bank or savings and loan association and it has provided information to the Registrar that it and the Certificate of Deposit satisfy the requirements of Subsection 4.2(v)(1) of the Agreement and the Provider certifies it has provided information to the Registrar sufficient to evidence that it has satisfied the requirements of Subsection 4.2(v)(1) of the Agreement and the Registrar has confirmed the requirements of Subsections 4.2(v)(1) and 4.2(v)(2) are satisfied.

The Provider hereby certifies to the Registrar, the District, and the BOI that the Certificate of Deposit provided by the Provider at the direction of the District to the Registrar as a Qualified Investment in the Sinking Fund for the benefit of the BOI has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal. Moreover, the yield on the Certificate of Deposit on its purchase date is not less than (A) the yield on reasonably comparable direct obligations of the United States; and (B) the highest yield that is published or posted by the Provider to be currently available from the Provider on reasonably comparable certificates of deposit offered to the public.

The Provider understands that the Registrar, the BOI, and the District are relying on this Certificate in determining that the Certificate of Deposit satisfies the conditions of the Agreement and in establishing it is acquired for a price that is equal to its fair market value under the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

Dated: _____, 20__.

By _____
Title _____

SCHEDULE 2

The annual principal payments on the District Bonds owing by the District to the Sinking Fund are due, subject to redemption, on June 15 in the respective years and amounts stated below.

| <u>Year</u> | <u>Principal Amount*</u> |
|-------------|--------------------------|
| 2010 | [\$260,906.00* |
| 2011 | \$260,906.00* |
| 2012 | \$260,906.00* |
| 2013 | \$260,906.00* |
| 2014 | \$260,906.00* |
| 2015 | \$260,906.00* |
| 2016 | \$260,906.00* |
| 2017 | \$260,908.00*] |

**The amount of each annual principal installment of the District Bonds payable by the District is subject to a credit based on amounts on deposit in or available to the Sinking Fund, as defined and further provided in the Board Resolution and this Fiscal Agency Agreement, over the 12-month period immediately preceding the annual principal installment of the District Bonds. Accordingly, payment of each installment above will be made by the District from the sum of the amount annually deposited by the District into the Sinking Fund and investment earnings then realized by the Sinking Fund over the immediately preceding 12-month period. The District shall, subject to prior redemption, cause an amount equal to the entire principal amount of the District Bonds to be deposited in and available to the Sinking Fund by [June 15, 2017]. The amount of investment income then in or available to the Sinking Fund will be applied as a credit to the redemption price payable by the District upon any redemption of the District Bonds in whole or in part, as directed by the District.*

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

18

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

ITEM TITLE: APPROVE JUNIOR HIGH SCHOOL 2009-2010 STUDENT HANDBOOK

Requested By: Board of Trustees Prepared By: Jerry Feller Date: 05/11/2009

SUMMARY:

The Board of Trustees needs to approve the Lewistown Junior High School 2009-2010 Student Handbook.

SUGGESTED ACTION: Approve Lewistown Junior High School 2009-2010 Student Handbook

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

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ACADEMIC ELIGIBILITY

It is the belief of the faculty and staff of Lewistown Junior High School that;

- Participation in athletics is a privilege.
- Academic excellence is the number one priority for our school, and all students are encouraged to put forth their absolute best effort within the classroom every day.
- Participation in athletics can be an integral part of a child's educational experience in that these programs can't teach skills which will be of benefit to the student beyond their years at LJHS.

In order to be eligible for participation in athletics at LJHS the following guidelines have been established.

1. Students must maintain a 1.67 grade point average and be passing in seven (7) classes in order to participate.
2. The grades of all students will be reviewed at the end of each grading period and at the mid-term of each quarter in order to determine eligibility.
3. Students who by this policy become ineligible at the quarter will not be allowed to participate in any sport for the next nine-week grading period.
4. Students who by this policy become ineligible at the mid-term will be placed on a 2-week probationary period. Grades will be checked again after 14 calendar days.
 - a. Student's who are still ineligible, after the 14 calendar days, will not be allowed to compete for the remainder of the season and they would forfeit their letter for that activity.
 - b. During the 14 days, students will be required to practice, that is to remain a part of the team, but they will not be allowed to travel to, or play in, any interscholastic competition(s).
5. Students who participate in fall sports will be subject to the midterm grade check in order to determine eligibility.
6. Transfer students will be eligible based on the next available grade check after their enrollment. A two-week minimum is required.
7. Students must be in attendance the last half of the day in order to participate in a week night athletic activity or on Friday afternoon in order to participate in a weekend athletic activity. Extenuating circumstances will be reviewed by the school administration at the request of the student and/or parents.
8. The school principal or the head coach will notify the parent of every student who becomes ineligible.
9. Student athletes who earn detention(s) or Saturday school time as a result of misbehavior in school are required to fulfill their disciplinary obligation before participating in practices and/or interscholastic competition.

Students are strongly encouraged to participate in those activities, which are of interest to them. It is the hope of the Junior High Staff that their involvement will be a positive experience. The staff of LHJS is confident that each student will represent LJHS to the best of their ability and that the entire school community will be proud of his/her teams accomplishments.

ASBESTOS NOTIFICATION

Uncontrolled asbestos contamination in buildings can be a significant environmental and public health problem. Both the public and private sectors have been dealing with the asbestos issue for many years. In 1986, Congress enacted the Asbestos Hazard Emergency Response Act (AHERA) primarily to require school districts to identify asbestos-contaminating materials (ACM) in their school buildings, and take appropriate actions to control the release of asbestos fibers. In 1987, the U.S. Environmental Protection Agency finalized a regulatory program which enforces the AHERA mandate.

In compliance with the AHERA regulations, we recently had our school facilities inspected by an EPA accredited building inspector. During the inspection, samples were taken of building materials suspected of containing asbestos. The results of the inspection and laboratory analysis of the samples have confirmed the presence of ACM in portions of the school facilities. It is important to note that these materials are in a form and condition that does not pose an imminent health threat to students, faculty or employees.

With confirmation of the presence of ACM, an Asbestos Management Plan was developed for our school by an EPA accredited management planner. The Management Plan includes the inspection and physical assessment reports, the training program for our custodial and maintenance personnel, the plans and procedures to be followed to minimize disturbance of the asbestos-containing materials, and a program for regular surveillance of the ACM.

A copy of the Asbestos Management Plan is available for your review in our administrative offices during regular office hours. Mr. Paul Stengel is our designated Asbestos Program Coordinator and all inquiries regarding the plan should be directed to him.

We have begun implementing the Asbestos Management Plan. It is our intent to not only comply with, but exceed applicable regulations in dealing with the asbestos issue. We will take whatever steps are necessary to insure that our students, teachers, and employees have a healthy and safe environment in which to learn and work.

ATTENDANCE

Lewistown School District No. One Statement on Student Attendance

School District No. One is requesting the cooperation of parents and students in developing consistent school attendance for all pupils. Frequent absences of pupils from regular classroom learning experiences disrupt the continuity of the instructional process. The benefit of regular classroom instruction is lost and cannot be entirely regained, even by extra after school instruction. Consequently, many pupils who miss school frequently experience great difficulty in achieving the maximum benefits from schooling. Indeed, many pupils in these circumstances are able to achieve only mediocre success in their academic programs. The school cannot teach pupils who are not present. The entire process of education requires a regular continuity of instruction, classroom participation, learning experiences, and study in order to reach the goal of maximum educational benefits for each individual child. The regular contact of the pupils with one another in the classroom and their participation in well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose. This is a well established principle of education which underlies and gives purpose to the requirement of compulsory schooling in this and every other state in the nation. If the student is to gain the greatest educational benefit from the school in this day and age, he or she must be in class.

In school as defined by School Law of Montana, Section 20-5-201 (d). "...in school or on the premises, on his way to and from school or during his intermissions or recess." A student is considered to be in school whenever he/she is attending or participating in a school activity.

Absenteeism:

When a student has been absent he/she should, upon returning to school, report to the office in order to verify that the absence has been properly approved. In all cases of absence, the parent should phone or send a written note to the school explaining the absence.

Skiping School:

Any student who is found to have skipped a class or any portion of the school day will automatically be assigned detention or Saturday school time for a first offense. Further offenses will be dealt with as deemed appropriate by the principal.

Tardiness:

The teaching staff will handle tardiness in the classroom. They may accept the student's own excuse or enforce any of the following:

- a. Detention in the classroom before or after school.
- b. Extra work assignments.
- c. Lower grade for this particular period on basis of work missed. In the event that a repetitious situation arises that seemingly cannot be handled in the classroom, the student should be sent to the Principal.

Make Up Work

Make up work for excused absences is counted full value at a rate of two school days for each missed up to five days total. Students wishing extensions on the time limit may request directly to the teacher. The principal will hear appeals if they are requested. Work not completed on time will be considered late work and left up to the discretion of the individual teacher.

Pass To Leave The Building

When you leave the building during school hours, you must have a pass slip from the office. This slip is to be used if you get sick during school, have a doctor's appointment, or some other necessary reason. Show this slip to your teacher when you need to leave the classroom and then stop at the office when you are prepared to leave the building. If you should return to the school before the day is finished please stop at the office and you will be given a pass. This pass will enable you to return to the appropriate classroom.

LJHS Auditorium Seating Chart ~ by homeroom

| | | |
|------------------------------------|-------------------------------------|--|
| 14. EMPTY | 14. EMPTY | 14. EMPTY |
| 13. EMPTY | 13. EMPTY | 13. EMPTY |
| 12. EMPTY | 12. EMPTY | 12. EMPTY |
| 11. EMPTY | 11. EMPTY | 11. EMPTY |
| 10. EMPTY | 10. EMPTY | 10. EMPTY |
| 9. Eike.....(7 th) | 9. Frisbie.....(7 th) | 9. Paulson.....(7 th) |
| 8. McKee.....(8 th) | 8. Flentie.....(8 th) | 8. Paulson.....(7 th) |
| 7. McKee.....(8 th) | 7. Flentie.....(8 th) | 7. Lucotch.....(7 th) |
| 6. Trafton.....(7 th) | 6. Miller.....(7 th) | 6. Lucotch.....(7 th) |
| 5. Trafton.....(7 th) | 5. Spraggins.....(8 th) | 5. Daniels.....(8 th) |
| 4. Rice.....(8 th) | 4. Spraggins.....(8 th) | 4. Snapp/Nelson.....(7 th) |
| 3. Rice.....(8 th) | >>>>NO SEATS<<<< | 3. Snapp/Nelson.....(7 th) |
| 2. Braulick.....(8 th) | >>>>NO SEATS<<<< | 2. Kynett.....(8 th) |
| 1. Braulick.....(8 th) | >>>>NO SEATS<<<< | 1. Kynett.....(8 th) |
| >>>>STAGE<<<< | | |

LJHS Assembly Expectations for Students

1. Students will sit with their homeroom in the designated area.
2. During formal assemblies students are to:
 - a. Sit quietly and refrain from talking/whispering during the presentation
 - b. Listen to the presentation and/or the presenter.
 - c. Clap only when it is appropriate.
 - d. Refrain from whistling or making any other distracting noises.
 - e. Follow directions of the homeroom teacher or other supervising adult.

***** ALWAYS BE COURTEOUS and RESPECTFUL *****

STUDENT BEHAVIOR EXPECTATIONS

For the Hallways of LJHS

As a student of LJHS I will:

1. Walk on the right hand side of the hallways and stairways.
2. Talk at a conversational level and refrain from yelling or being loud.
3. Keep all drink containers out of my locker and out of the hallway.
4. Walk at a casual pace.
5. Keep my hands, feet and other objects to myself.
6. When visiting with my friends, stand to the side of the hallway so that others may pass freely.
7. Treat my locker with care. I will shut my locker door quietly, and I will use only my locker.
8. Take my hat off upon entering the building and leave it off until I have left the building.
9. Always be courteous to and respectful of my fellow students.
10. Follow directions that are given to me by any staff member.
11. Keep my student assignment book (SAB) with me when I am passing in the hallway.

STUDENT BEHAVIOR EXPECTATIONS

For the Lunchroom of LJHS

As a student of LJHS I will:

1. Sit down while I am eating.
2. Use appropriate table manners.
3. Leave my table and floor area clean.
4. Be respectful of all lunch supervisors.
5. Use appropriate voice level and language.

STUDENT BEHAVIOR EXPECTATIONS

During the Lunch Period

As a student of LJHS I will:

1. Place my books in my own locker.
2. Walk to the lunch line, or to the area where I will be having lunch.
3. Talk at a conversational level when passing in the hallway, so as to be courteous to those students and staff within the classrooms.
4. Limit the use of my locker, so as to be courteous to those students and staff who are assigned to a classroom.
5. Keep all drink containers in the lunch room, or outside, and I will refrain from putting my drink container(s) in my locker.

STUDENT BEHAVIOR EXPECTATIONS

For the Bus Loading Area

Students who ride a School District bus for the purpose of being transported to and from school should consider this service a privilege. As a result, students are expected to act in a manner that is safe and orderly and which follows the bus guidelines as established by the School District, and by the staff of the Lewistown Junior High School. The number one priority of our students as they are transported by bus, as they disembark from the bus, as they wait in the bus loading area and as they load the bus, is SAFETY.

In addition to the rules posted within each bus, the following expectations have been established for LJHS students as they wait in and or depart from the bus loading area.

When a school bus is approaching the loading area, students must remain on the sidewalk until:

1. All students have unloaded from the bus.
2. The bus has come to a complete stop.

As a student of LJHS I will:

1. Remain out of the grassy area between the sidewalk and the curb.
2. Keep their hands, their back packs and other objects away from the bus loading area, and from other students.
3. Respect other students and their property.

When departing the campus from the bus loading area by foot or by bicycle, students must:

1. Use the crosswalks or the railroad tracks.
2. Watch for traffic, making sure that vehicles have stopped before attempting to cross the street.
3. Walk their bicycle from the bike rack to the nearest crosswalk before mounting.
4. Never leave the bus loading area by walking between the buses.

Following these simple guidelines will insure the safety of all students.

STUDENT BEHAVIOR EXPECTATIONS

For the Positive Interaction with Others

As a student of LJHS I will:

1. Treat others as I want to be treated, always observe the Golden Rule.
2. Show common courtesy toward others. (i.e., thank you, please, you're welcome, opening doors for others, etc.)
3. Help others.
4. Be polite and fair.
5. Listen to others with an open mind.
6. Speak only good of others.
7. Only pay attention to matters that are of concern to me.
8. Keep my feet, hands, and other objects to myself.

STUDENT BEHAVIOR EXPECTATIONS

For the Student Clothing/Appearances

As a student of LJHS I will:

1. Remove my hat upon entering the building, and not place it back on my head until I leave the building.
2. Only wear clothes that are clean and appropriate for school.
3. Refrain from wearing any pants with tattered holes and /or that sag low enough to expose underwear.
4. Refrain from wearing tank tops and refrain from exposing a bare midriff.
5. Refrain from wearing any clothing with alcohol or tobacco advertising.
6. Wear shorts that have a hemmed edge, and that are of a length that my fingertips can touch the bottom edge when my arms are at my side.
7. Refrain from wearing any clothing with slogans that have "double meanings" or that display insults, "put-downs", or demeaning statements toward self or toward others.
8. Refrain from writing on myself.
9. Refrain from wearing any spiked accessories or chains that hang from the outside of my clothing.

Clothing and/or accessories judged to be disruptive to the education process or a safety issue will be dealt with in the Office. This may include attire that is too short, too tight, or too bare, etc.

STUDENT BEHAVIOR EXPECTATIONS

Students will complete their own schoolwork

As a student of LJHS I will:

1. Refrain from copying another student's school work.
2. Refrain from allowing other students to copy my work.
3. Use my time to do school work in a classroom or in the library (when not attending class).
4. Refrain from doing schoolwork in the hallways or auditorium.
5. Seek support from staff whenever possible.
6. Accept the consequences for my behavior if I am caught cheating.

STUDENT BEHAVIOR EXPECTATIONS

For Social Events at LJHS

As a student of LJHS I will:

***[Safety issues]**

1. Remove my shoes.
2. Walk, or dance, at all times.

***[Etiquette Issues]**

3. Refrain from wearing my hat.
4. Practice common courtesy at all times. (i.e., see expectations for the positive interaction with others, etc.)
5. Use appropriate manners when food is involved.

SPORTS

LJHS THREE STRIKES, YOU'RE OUT POLICY

Students at the Lewistown Junior High School are reminded that participation in extra-curricular activities is a privilege and that good sportsmanship, positive participation and having fun are the key elements to being a member of any team and/or squad. This policy is intended to protect the integrity of the individual student, the activity in which they are engaged and the overall integrity of LJHS.

A Student athlete will be removed from their team/squad if he/she accumulates a total of three strikes. A strike is earned when a student:

1. Receives a detention from any adult for inappropriate behavior in any classroom.
2. Is absent from practice or late to any practice without an excuse for the absence or tardiness.
3. Is removed from a practice for inappropriate behavior.
4. Receives an unsportsmanlike technical or penalty during a contest.

Note:

If a student receives an unsportsmanlike technical or penalty during a contest, he/she will not play in that game, and he/she will not participate in the next game.

If a student receives 2 strikes in one week, he/she will not be allowed to participate in any contest that is scheduled during that week.

If a student receives Saturday school, he/she cannot participate in any contest that is held on the Saturday on which they serve their consequence.

CHEMICAL & TOBACCO POLICY

In School or at School Activities

Philosophy:

The goal of our chemical and tobacco policies is to keep our schools and our students' chemical and tobacco free. These policies should provide for learning experiences in the areas of physical, mental, emotional, social, and moral development so that our students may become better citizens.

School Chemical Violations:

In school, or at school activities, students who are under the influence, possess, or who give away drug paraphernalia, alcohol, marijuana, or other substance defined by law as a "controlled substance" or "dangerous drug" will be subject to immediate disciplinary action at their school of attendance.

*A first violation in school, or at school activities, in any one school year will result in:*¹

1. Notification of law enforcement and parents of the student.
2. Suspension from school for up to three (3) days.²
3. Suspension from participation³ in all extra-curricular activities for a period of one semester⁴ **OR** the principal shall extend the option to the student of suspension from participation in all extra-curricular activities for a period of 3 weeks of competition or events⁵ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁶
4. Signed diplomas may be withheld until requirements of this policy are met.
5. Students who are in violation of this policy at graduation practice or at graduation will be excluded from the graduation ceremony.

*A second violation in school, or at school activities, in any one school year will result in:*¹

1. Notification of law enforcement and parents of the student.
2. Suspension from school for up to five (5) days.²
3. Suspension from participation³ in all extra-curricular activities for a period of one year⁴ **OR** the principal shall extend the option to the student of suspension from participation in all extra-curricular activities for a period of 6 weeks of competition or events⁵ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁶
4. Signed diplomas may be withheld until requirements of this policy are met.
5. Students who are in violation of this policy at graduation practice or at graduation will be excluded from the graduation ceremony.

*Further violations in school or at school activities in any one school year will result in:*¹

1. Notification of law enforcement and parents of that student.
2. Suspension from school for up to ten (10) days.²
3. An expulsion review by the school administration and possible expulsion recommendation to the school board.
4. Administrative review of the incident may result in a refusal to enter school property pending a school board hearing.

CHEMICAL SALE OR DISTRIBUTION VIOLATIONS¹

Students who sell or receive compensation for the distribution of drug paraphernalia, alcohol, marijuana, or any other substance defined by law as a "controlled substance" or "dangerous drug" in school or at school activities:

1. Will be turned over to the appropriate law enforcement authorities. Parents of the student will be contacted.
2. Will receive up to ten (10) days out of school suspension.²
3. Will have an expulsion review by the school administration and possible expulsion recommendation to the school board.
4. Additionally, administrative review of the incident may result in a refusal to enter school property pending a school board hearing.

SCHOOL TOBACCO VIOLATIONS¹

Student use or possession of tobacco or tobacco products in school or at school activities will result in disciplinary action as follows:

First Offense: Suspension² from school for up to one (1) day, notification of parents and law enforcement, and an explanation of the consequences for subsequent violations. The student will also receive educational material concerning the dangers of tobacco use and the addiction process. The tobacco will be disposed of in the presence of the student.

Second Offense: Suspension² from school for up to two (2) days, notification of parents and law enforcement, suspension from participation³ in all extra-curricular activities for 3 weeks of competition or events⁵ from the date of disciplinary action. The tobacco will be disposed of in the presence of the student.

Further Offense(s): Suspension² from school for up to three (3) days, notification of parents and law enforcement, suspension from participation³ in all extra-curricular activities for 6 weeks of competition or events⁵ from the date of the disciplinary action. The tobacco will be disposed of in the presence of the student.

ACTIVITIES CHEMICAL & TOBACCO POLICY

Philosophy

All activity participants at Fergus High School are expected to make personal sacrifices for the good of the group. Self-discipline, accountability and responsibility on the part of each participant are an expectation that is held for all. Additionally, it is important for student participants to become positive leaders in and out of school and school activities. Successful people succeed in their task by hard work, perseverance, honesty and dedication.

Activities Chemical Violations

Students who participate in activities will not be under the influence of, be in possession of, give away or sell drug paraphernalia, alcohol, marijuana, or another substance defined by law as a “controlled substance” or “dangerous drug”.

Student activity participants who admit, whose parent(s) report, who have been found by the administration to have violated the chemical policy, or who have been found guilty of possession or being under the influence, are subject to chemical policy consequences.

Student activity participants charged by the legal system with a chemical offense may be suspended from participation in their activity (following due process procedures in school policy) until the situation is resolved by the court. If suspended from activities, the student will fulfill all obligations as set forth by this policy. A student awaiting remediation for a charge will not serve more suspension from participation days than the step and offense called for in each situation.

Violations by student activity participants are cumulative⁷ in nature. Starting with the first and subsequent offenses, violations within a two year period will accumulate to determine the actual level of consequence.

First Offense: Suspension from participation³ in all extra-curricular activities for a period of one semester⁴ **OR** the principal shall extend the option to the student of suspension from participation in all extra-curricular activities, in town or away, for a period of 2 weeks of competition or events⁵ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁶

Second Offense: Suspension from participation³ in all extra-curricular activities for a period of one year⁴ **OR** the principal shall extend the option to the student of suspension from participation in all extra-curricular activities, in town or away, for a period of 4 weeks of competition or events⁵ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁶

Further Offense(s): Suspension from participation³ in all extra-curricular activities for a period of one year⁴ **OR** the principal shall extend the option to the student of suspension from participation in all extra-curricular activities, in town or away, for a period of 8 weeks of competition or events⁵ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁶

OTHER INFORMATION:

1. Participants who have violated the chemical policy may jeopardize receiving post season letters, trophies, and individual team privileges.
2. The appropriate activity sponsor(s), athletic director and school administration will consider each incident individually according to the policy.
3. Student activity suspensions that run past the end of a season or semester will carry forward to the next season of participation or semester; even if that means going into the next school year.
4. Participants under suspension for chemical use must follow all extra-curricular rules and are subject to the consequences at the next step if a violation occurs
5. Student participants who violate the chemical policy at school or at school activities are subject to the district-wide chemical rules as they relate to all students.

ATHLETICS TOBACCO VIOLATIONS:

Students who are participants in athletics will not use tobacco or be in possession of tobacco products. Those in violation will be subject to the following consequences:

First Offense: Suspension from participation³ in all extra-curricular activities, in town or away, for a period of 2 weeks of competition or events⁵ from the date of the disciplinary action.

Further Offense(s): Suspension from participation³ in all extra-curricular activities, in town or away, for a period of 4 weeks of competition or events⁵ from the date of the disciplinary action.

NOTE: Athletics who violate the tobacco policy at school or at school activities are also subject to tobacco rules as they relate to all students.

ENDNOTES

1. In school as defined by School Laws of Montana, Section 20-5-201(d). "...in school or on the premises, on his way to and from school, or during the intermission or recess". A student is considered to be in school whenever he/she is attending or participating in a school activity.
2. Suspension at the high school will be for the maximum number of days recommended throughout the Policy. After four (4) days of in-school suspension at the high school for tobacco or alcohol/drug use, all additional suspension will be served out of school
3. Students suspended from participation in extra-curricular activities will not be allowed to perform or compete in an extra-curricular activity in town or away for the duration of suspension. (Extra-curricular refers to existing school sponsored activities.) The student is, however, required to continue with scheduled practices and rehearsals. Some activities are part of credit-bearing courses that involve activities both inside and outside the classroom setting. These activities, for the purposes of this policy shall be defined as those activities beyond the classroom and the immediate scope of graded requirements. For example, a student in choir may participate in classroom activities but not perform in concerts as a member of the choir. If part of their grade is determined by the performance, they will be allowed to do other work in lieu of the performance. Students will not be excluded from the graduation day ceremony as a result of an activity suspension.
4. A semester is the equivalent of ninety (90) pupil instruction days and a year is the equivalent of one hundred eighty (180) pupil instruction days. A suspended student will serve ninety (90) or one hundred eighty (180) suspension days from activity participation for each semester or year of suspension even if the time carries over to a new school year. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension.
5. Competition or event weeks are weeks when the sport or activity is competing or performing. Weeks during which only practices, or rehearsals take place are not considered competition or event weeks. Appeals of chemical policy decisions are to be made to the Superintendent prior to the completion of the activity suspension.

6. Appropriate chemical awareness experiences are activities which are designed to help students become aware of drug/alcohol concerns and other issues. These activities will vary depending on the frequency of violations and the age of the student. Potential examples are as follows:

First Offense: Chemical education class or other appropriate educational setting as determined by Central Montana Drug and Alcohol Services. The student may not participate in the same chemical education class more than once every two years, as per Endnote number 5. Expenses incurred will not be the responsibility of School District No. One.

Second Offense: Referred to the Central Montana Drug and Alcohol Services for a possible evaluation or additional chemical educational class work. Expenses incurred will not be the responsibility of School District No. One.

Further Offense(s): Referred to the Central Montana Drug and Alcohol Services for a possible evaluation or additional chemical educational class work. Expenses incurred will not be the responsibility of School District No. One.

At school, support groups and counseling are available to all students either assigned or on a volunteer basis. Interested students are to contact the school guidance office.

7. The cumulative nature of the Activities Chemical Policy relates to consecutive offenses within a two year window of violations. Included in possible offenses is an In School or at School Activities offense generated within the mandatory two year aspect of these policies. For example, a participant who violates the Activities Chemical Policy during football season, later has another chemical violation while in school (but out of season) and finally violates the Activities Chemical Policy again in football the next season would receive an eight week activities suspension. The eight week suspension represents the third offense as per the cumulative nature of the activities policy, again assuming all three violations occurred within two years of the first violation.

Choices

One's philosophy is not best
Expressed in words;
It is expressed in the choices one makes.
In the long run we shape our lives,
And we shape ourselves.
The process never ends until we die.
And the choices we make are ultimately
our responsibility.

Eleanor Roosevelt



CLASS SCHEDULE

| | |
|---------------------------|--------------------|
| 1 st a.m. Bell | 8:10 |
| Announcements | 8:13 - 8:20 (7) |
| 1 st Period | 8:20 - 9:05 (45) |
| 2 nd Period | 9:08 - 9:53 (45) |
| 3 rd Period | 9:56 - 10:41 (45) |
| 4 th Period | 10:46 - 11:31 (45) |
| 5 th Period | 11:34 - 12:20 (46) |

8th Grade Lunch

| | |
|------------|---------------|
| Lunch | 12:20 - 12:48 |
| Study Time | 12:51 - 1:06 |

7th Grade Lunch

| | |
|------------|---------------|
| Study Time | 12:20 - 12:35 |
| Lunch | 12:35 - 1:03 |

| | |
|---------------------------------------|------------------|
| 6 th Period (AR) | 1:06 - 1:36 (30) |
| 7 th Period | 1:39 - 2:25 (46) |
| 8 th Period | 2:28 - 3:14 (46) |
| SAB Check (in 8 th period) | 3:14 - 3:20 (6) |

Excellence Today: Success Tomorrow!

*School's
Open!*



DISCIPLINE POLICY

Lewistown School District Number One Statement of Student discipline:

One of the most important lessons education should teach is self-discipline. While it does not appear as it is training that develops self-control, orderliness, and efficiency. It is the key to good conduct and proper consideration for other people.

With an understanding of the purpose of discipline in a school, a student may form a correct attitude toward it, and not only with the student do his or her part in making the school an effective place of learning, but develop the habit of self-restraint which will make the pupil a better person.

Assuming that the goal of the discipline program is to encourage a student self-discipline as well as provide for a comfortable learning atmosphere, a few simple rules that are understood and enforced will contribute to a more effective discipline program than numerous, poorly understood rules that are neither adequately communicated nor consistently applied. A well-developed discipline philosophy should include consistent application of school rules and appropriate punishments for various offenses as well as appropriate rewards for good citizenship.

Students have a right to know what is expected of them and the school has an obligation to communicate those expectations to students. When the policies of the school are in harmony with the expectations of the home and community, problems are minimized.

Lewistown School District No. One will strive to establish guidelines that will insure the development of self-discipline in all students. The school will communicate those expectations to all pupils and their parents. It is hoped that students, parents, and the school will work together to develop good self-discipline, as well as provide a comfortable learning atmosphere.

Detention:

Detention will be handled by teachers and the Principal at their discretion.

Saturday School:

The Principal will assign Saturday School time to any student who is disruptive to the orderly operation(s) of Lewistown Junior High School. The amount of time to be served by a student shall be based on the severity of the behavior. Students will serve between one (1) and four (4) hours on a given weekend as deemed necessary by the Principal. While attending Saturday School students will be required to do school work or read appropriate school related materials. The parent of any student(s) assigned Saturday School time will be contacted promptly after the consequence has been determined and a note will be made of the incident in the student's discipline file. The Saturday School will function between the hours of 8:00 a.m. and 12:00 noon.

S.I.T.E.S.

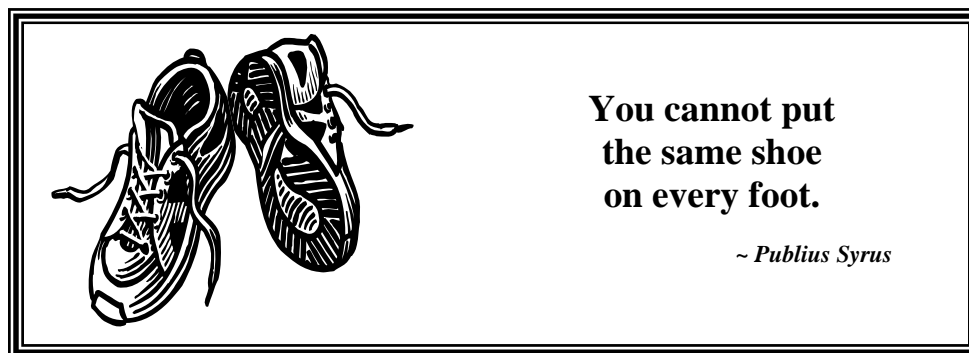
Self-Improvement Through Education and Service

The principal may assign students to participate in the S.I.T.E.S. program, which is an alternative to out of school suspension. Any student who would traditionally earn a more serious consequence would qualify for placement in this program and the accompanying support. While participating, students will be given time to complete their schoolwork, under the watchful eye of the S.I.T.E.S. coordinator. In addition, students will participate in a service learning project.

RANGE OF DISCIPLINARY ACTION

Problem Areas:

1. Tardiness – arriving late to class.
2. Unexcused Absence and Truancy – absences where the parent/legal guardian does not know the whereabouts of the student and/or the student has not been excused from school.
3. Defiance of School Personnel Authority – refusal to comply with reasonable requests of school personnel.
4. Disorderly Conduct – includes profanity and verbal abuse, conduct and/or behavior which are disruptive to the orderly educational procedures at LJHS.
5. Use of tobacco – the use of any type of tobacco product.
6. Theft – taking property that does not belong to you.
7. Destruction of property – destroying or mutilating materials belonging to the school, school personnel or students.
8. Fighting – engaging in physical contact with the purpose of inflicting harm on another person.
9. Alcohol – use, sale or possession of alcohol during a school activity or school day.
10. Physical Assault – physical attack of another, who does not wish to engage in the conflict and who had not provoked it.
11. Arson – attempting to burn property.
12. Drugs – use, possession and sale of narcotics or noxious substances during a school day or school activity.
13. Harassment – intimidation of another individual.
14. Explosive Devices – use, possession of exploding devices in school.
15. On-going Acts that lead to progressive discipline plan.



CELL PHONES AND ELECTRONIC DEVICES

Students may use cellular phones, pagers and other electronic devices on campus before school begins and after school ends. These devices must be kept out of sight and turned off during the instructional day. Unauthorized use of such devices disrupts the instructional program and distracts from the learning environment. Therefore, unauthorized use is grounds for confiscation of the device by any school official, including classroom teachers and aides. Confiscated devices will be returned to the parent or guardian. Unauthorized use of such devices may result in disciplinary action. For definition of this policy – The school day begins when students report to school and ends when the last class period is dismissed for the day.

RANGE OF ACTION

| | | | |
|------------------------------------|--------------------|---|---|
| Cheating | Minimum Maximum | Informal talk with zero's on all graded work. Suspension | Loss of Privileges. Suspension |
| Classroom Disruption | Minimum Maximum | Detention (2) Suspension | Detentions (2) Suspension |
| Defiance of Authorities | Minimum Maximum | Informal Talk Suspension | Parent Involvement Subject to Expulsion |
| Disorderly Conduct | Minimum Maximum | Informal Talk Suspension | Parent Involvement Subject to Expulsion |
| Fighting | Minimum Maximum | Parent Involvement Suspension | Subject to Expulsion |
| Forged Notes | Minimum Maximum | Detention Parent Involvement | Detention Suspension |
| Harassment | Minimum Maximum | Informal Talk Suspension | Parent Involvement Subject to Expulsion |
| Hat in School | Minimum Maximum | Informal Talk Same | Detention Confiscate Hat |
| Inappropriate Display of Affection | Minimum Maximum | Informal Talk Detention Suspension | Parent Involvement Suspension |
| Inciting other Students | Minimum Maximum | Informal Talk Suspension | Parent Involvement Suspension |
| Littering | Minimum Maximum | Pick Up the Litter Detention | Detention Suspension |
| Lying | Minimum Maximum | Informal Talk Suspension | Parent Involvement Suspension |
| Misuse of Passes | Minimum Maximum | Informal Talk Detention | Parent Involvement Suspension |
| Misuse of Food Or Drink Privileges | Minimum Maximum | Informal Talk Detention | Parent Involvement Suspension |
| Profanity | Minimum Maximum | Detention Suspension | Detention Suspension |
| Refusal to Follow Directions | Minimum Maximum | Informal Talk Parent Involvement | Detention/Parent Involvement Suspension |
| Refusal to Accept Discipline | Minimum Maximum | Informal Talk Suspension | Parent Involvement Subject to Expulsion |
| Running & Rough Housing | Minimum Maximum | Informal Talk Suspension | Parent Involvement Suspension |
| Tardiness | Minimum Maximum | Informal Talk Detention | Parent Involvement Tardy Contract |
| Tobacco Violation | Minimum Maximum | Parent Involvement Suspension | Suspension Subject to Expulsion |
| Truant from Assembly or Study Hall | Minimum Maximum | Detention Suspension | Detention Suspension |
| Truant from Class | Minimum Maximum | 5% Semester Grade Reduction Same | 5% Semester Grade Reduction Subject to Expulsion |
| Unexcused Absence | Minimum Maximum | Lose Credit Same with Detention(s) | Lose Credit Same with Suspension |

The following are examples in which the student may be Responsible to both school policy and civil/criminal status:

| DISCIPLINARY CONCERN | RANGE | FIRST OFFENSE ACTION | REPEATED OFFENSE |
|--------------------------------|--------------------|--|------------------------------------|
| Arson | Minimum Maximum | Parent Involvement Subject to Expulsion | Subject To Expulsion |
| Destruction of School Property | Minimum Maximum | Parent Involvement Suspension/Expulsion | Subject To Expulsion |
| Drugs & Alcohol | Minimum Maximum | Parent Involvement Suspension/Expulsion | Subject To Expulsion |
| Parking/Driving | Minimum Maximum | Informal Talk Suspension | Suspension |
| Physical Assault | Minimum Maximum | Parent Involvement Subject to Expulsion | Subject To Expulsion |
| Pulling Fire Alarm | Minimum Maximum | Parent Involvement Turned over to Authorities | Suspension |
| Theft | Minimum Maximum | Parent Involvement Suspension | Suspension Subject to Expulsion |
| Weapons or Explosive Devices | Minimum Maximum | Parent Involvement Subject to Expulsion | Subject To Expulsion |

SUSPENSION AND EXPULSION

The school Principal may suspend a student up to ten (10) days. In cases of this type, an informal hearing between the principal, student, and any other appropriate persons will be conducted. If after the hearing is completed, the principal decides that a suspension is necessary, it will become effective immediately. The principal will attempt to notify parents of the affected student by telephone when a suspension is made.

In the case of expulsion, the principal will make the recommendations to the District Superintendent. The parents and student will be notified of this action and instructed concerning their rights regarding the due process procedures. If the recommendation of the principal is followed, the student, parent, and their representative, upon request, may have a hearing with the Board of Education. If the hearing is not requested, the Board of Education will take action on the recommendation.

Students suspended from participation at extra-curricular activities will not be allowed to perform or compete at an extra-curricular activity in town or away for the duration of suspension. The student is, however, required to continue with scheduled practices and rehearsals. Some activities are part of credit-bearing courses that involve activities both inside and outside the classroom setting. These activities, for the purpose of this policy shall be defined as those activities beyond the classroom and the immediate scope of graded requirements. For example, a student in choir may participate in classroom activities but not perform in concerts as a member of the choir. If a part of their grade is determined by the performance, they will be allowed to do other work in lieu of the performance. Students will not be excluded from the graduation day ceremony as a result of a 15 or 30 day activity suspension.

A semester is the equivalent of ninety (90) pupil instruction days. A suspended student will serve ninety (90) suspension days from activity participation for each semester of suspension even if the time carried over to a new school year.

Activity days are days when school is in session or there are previously scheduled school activities, in which the student is involved, including performance, practices, rehearsals, and travel.

Procedural Due Process:

The student has a right:

- ✓ To oral or written notification of charges.
- ✓ To an explanation of evidence held by school authorities.
- ✓ To an opportunity to refute the charges.

The student has a responsibility:

- ✓ To follow the appropriate procedural guidelines provided by the district when desiring a reexamination of action taken by school officials.
- ✓ To act in a manner that demonstrates an understanding of adjudication as a peaceful means of settling disputes.
- ✓ To understand that suspension and expulsion are considered severe disciplinary measures involving exclusions from school for a short period of time (suspension), usually three to Five days or for a longer period of time (expulsion), generally until the end of the current school year. School administrators and Board of Trustees have the authority to suspend. Expulsion is reserved for the School Trustees.

AIM SO HIGH YOU'LL NEVER BE BORED

The great waste of our natural
resources is the number of people
who never achieve their potential.

Get out of that fast lane.

If you think you can't,
you won't.

If you think you can,
there's a good chance you will.

Even making the effort will
make you feel like a new person.

Reputations are made by
searching for things that can't be
done and doing them.

Aim Low: Boring

Aim High: Soaring

2008 – 2009 DRIVER EDUCATION REGISTRATION

PARENT/STUDENT REGISTRATION

Students interested in enrolling in Driver Education this year, and a parent or legal guardian, are asked to attend registration on Thursday, November 6, 2008, 5:45 p.m. at the Fergus High School Performing Arts Center. There will be a short informational program followed by registration.

INFORMATION

All Students who are fourteen and one-half years of age or older, when a session begins, are eligible to enroll in that session of Driver Education. (*Session dates and times will be announced at a later date.*)

The Driver Education course consists of 42 hours of classroom time, 7 hours behind-the-wheel training, and 12 hours of observation. All sessions are contingent upon adequate enrollment.

Students, along with their parents, need to consider all extra-curricular activities, family vacations, part-time jobs, and other time commitments when registering for Driver Education. Attendance is mandatory; a student may not have more than one absence or they will fail the course. Any coursework missed must be made up. If a student misses an assigned driving lesson, they will be billed \$25 for the make-up session.

Cost of the course will be \$280 per student (*price is subject to change*) A letter will be sent prior to the assigned session, which will outline the payment procedures. Time payment plans are available but must be paid in full prior to the due dates. There will be no refunds after the first class. A mandatory parent/student meeting will be held prior to the sessions to provide more specific permit information, as well as a classroom and behind-the-wheel schedule.

QUESTIONS?

Contact Central Montana Education Center, Diane Oldenburg, director, at 535-9022, 773 Airport Road. Office hours are 8:00 a.m. - 12:00 noon and 1:00 p.m. - 4:00 p.m.



LEWISTOWN JUNIOR HIGH **FACULTY, DISTRICT STAFF** **& ACTIVITY SPONSORS**



Administration

Jason Butcher – Superintendent
Mike Waterman – Business Manager
Jerry Feller – Junior High Principal

Office Staff

Christy Rogers – Secretary

Faculty

Susan Teigen – STAR Classroom
Terri Daniels – 8th Grade English
Trissy Durbin – STAR Classroom
Suzy Flentie – 8th Grade Science
Val Frisbie – Resource Room
Judy Kellogg – STAR Classroom
Bethany Rogers – Band/Jazz Band/Choir/
Select Choir
Mary Kynett – 8th Grade Social Studies &
7th Grade H.E.
Greg Lucotch – 7th Grade Social Studies
Teresa Majerus – Guidance Counselor
Brett McKee – H.E.
Kim Miller – 7th Grade English
Denise Nelson – French
Steve Paulson – 7th Grade Science
Chris Rice – Resource Room
Douglass Braulick – 7th/8th Grade Art
Val Snapp – 7th Grade Math
Katherine Spraggins – 8th Grade Math/Algebra
& Yearbook
Michelle Trafton – Computer
Mandy Eike – Family & Consumer Sciences
(FACS), Consumer Tech.

Instructional Assistants

Derree Kamp – Library/Acting
Jenifer Blazeovich – Resource
Kim Weigert – Resource
Barb Sauby – Resource

Board of Trustees

| | |
|-----------------|---------------|
| Jeremy Bristol | Becky Jackson |
| Dave Byerly | Stan Monger |
| Tara Cutler | Mary Schelle |
| Jennifer Granot | |

Custodial Staff

Scott Melvin – Head Custodian
Bob Brown – Custodian

Mathcounts & Photo Club

Katherine Spraggins

Ski Club

Scott Stansberry

Builders Club

Kim Miller
Terri Daniels

Hot Lunch

?
?
?

Activity Coordinators

Jim Daniels
Brett McKee

Basketball – Girls

Sherry Breidenbach
Derek Wise
Steve Olson

Basketball – Boys

Sherry Breidenbach
Gary Ceele
Stephanie Simpson

Cheerleading

Kate Ruland

Cross Country – Girls

Mary Kepler

Football

Brad Breidenbach
Chad Armstrong
Jason Bailey
Mike Mangold

Student Council

Teresa Majerus

Track – Boys & Girls

Mary Kepler
Mary Kynett
Teresa Majerus

Volleyball

?

Wrestling

Chad Armstrong
Mike Mangold

ENTRANCE TO THE BUILDING

The Junior High will be open each school day at 7:30 a.m. By 8:10 students should report to their 1st period class.

FIRE DRILLS

Fire drills are a serious matter and may mean saving many lives in the event of a real fire. In order to know what to do in case of a real fire, we must practice our drills and follow instructions. Instructions concerning leaving the building during a fire drill will be given to the students by individual classroom teachers. When the fire bell rings, the persons first reaching the outside exits shall act as monitors by opening and holding the doors while the others continue outside to the playground area east of the street. There should be no talking, move quickly, but no running. Move down the stairways three abreast, being careful at all times. In event of a blocked stairway, or other emergency students are to follow instructions quickly, shut off lights, and close doors to prevent drafts.

Any student noticing anything which leads him/her to believe there might be a fire, should immediately notify the nearest teacher. Homeroom teachers are responsible to help any student needing special help out of the building.

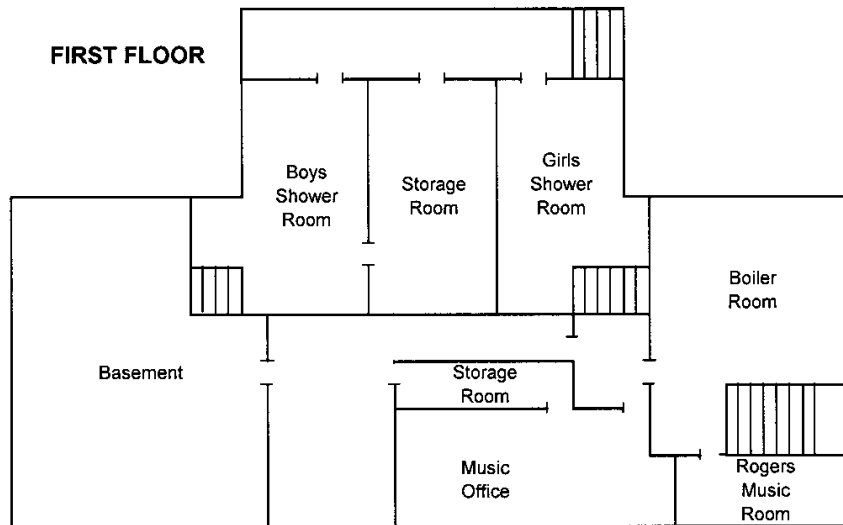
FIRST AID, ILLNESS AND INSURANCE

The school makes available to the students an optional insurance program which will cover accidents at school. In case of injury, report immediately to you instructor or to the Principal. In order for the insurance to be effective, the accident must be reported at the time it happens. Claim forms are available in the office.

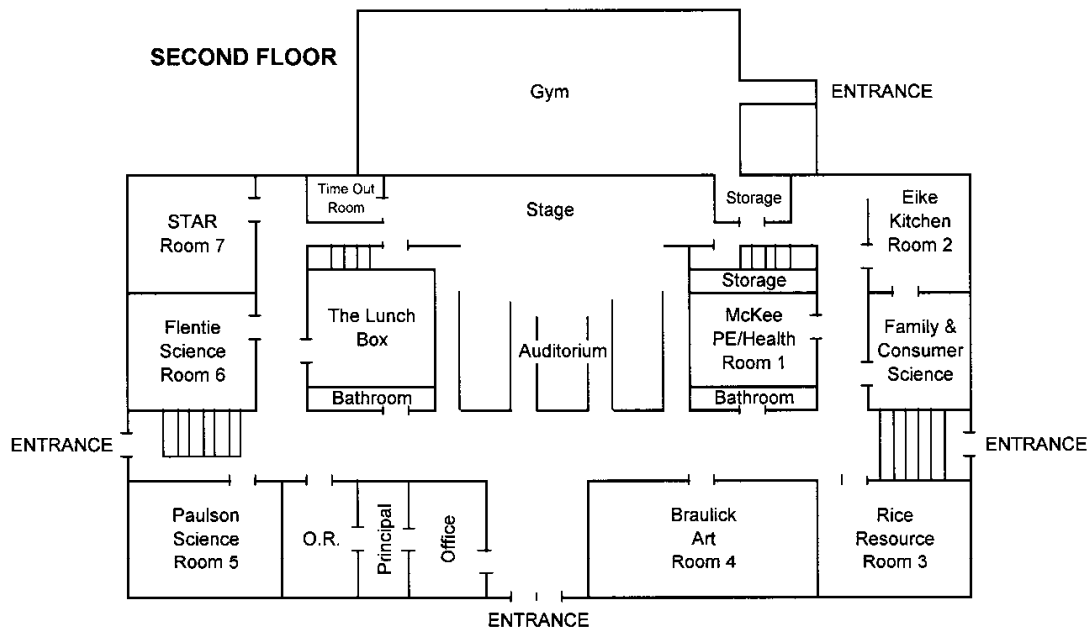
First aid supplies are located in the Principal's office. If a student becomes ill during the school day, the Principal will either furnish transportation or make the necessary arrangements to send the student home.

FLOOR PLAN

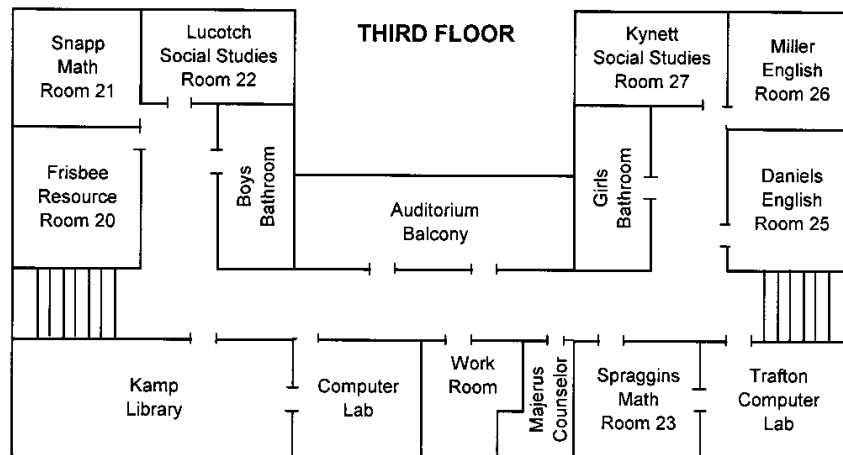
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



GRADES

There are four nine-week marking periods during the school term, and report cards are issued the week following the end of each marking period. The marking system used for subject marks is: A, B, C, D, & F.

Weighted Marks for Determining GPA:

| | | |
|----|---|------|
| A | = | 4.00 |
| A- | = | 3.67 |
| B+ | = | 3.33 |
| B | = | 3.00 |
| B- | = | 2.67 |
| C+ | = | 2.33 |
| C | = | 2.00 |
| C- | = | 1.67 |
| D+ | = | 1.33 |
| D | = | 1.00 |
| D- | = | 0.67 |
| F | = | 0.00 |

GRADING SCALE

| | | |
|----|---|-----------|
| A | = | 96 – 100% |
| A- | = | 93 – 95% |
| B+ | = | 91 – 92% |
| B | = | 89 – 90% |
| B- | = | 87 – 88% |
| C+ | = | 84 – 86% |
| C | = | 80 – 83% |
| C- | = | 77 – 79% |
| D+ | = | 75 – 76% |
| D | = | 72 – 74% |
| D- | = | 70 – 71% |
| F | = | Below 70% |

Each nine-week period an Honor Roll will be published on the school bulletin boards and the city newspaper. Any student receiving an overall grade of “B” average or higher for all subjects will achieve the Honor Roll.

GUN-FREE SCHOOLS

In accordance with the provisions of the Gun-Free Schools Act, 20 USC 3351, any student who brings a firearm onto the school property, except as provided below, shall be expelled for a period of not less than one calendar year unless modified by the Board of Trustees, upon a recommendation from the district superintendent.

In accordance with the provision of the Gun-Free School Zones Act, 18 USC 992 (q), students may bring unloaded firearms onto school property for use in an approved program with the prior written permission of the district superintendent.

The term “firearm” shall be defined as provided in 18 USC 921. This term shall include any weapon which is designed, or may be readily converted, to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.

The district superintendent may allow authorized persons to display firearms or other dangerous objects for educational purposes. Advance written permission must be received before such objects may be brought onto school property. The firearm must be unloaded and in a condition which renders it incapable of being fired. No ammunition for the firearm may be on school property concurrently with the firearm. At the conclusion of the display, the firearm must be immediately removed from school property.

If a student violating this policy is identified as a child with disabilities either under IDEA or Section 504, a determination must be made whether the child’s conduct is related to the disability. If the violation of the policy is due to a disability recognized by the IDEA of Section 504, lawful procedures for changes in placement must be followed for suspensions of greater than ten days.

Any student subject to expulsion shall be entitled to a hearing before the Board of Trustees in accordance with section 20-5-202 MCA. Nothing in this policy shall prevent the Board of Trustees from making an alternative placement for a student from the regular school program.

The District shall keep a record of all students disciplined under this policy and the circumstances surrounding their discipline, including the number of students expelled and the types of weapons involved. This information will be provided to other governmental agencies as required by law.

NOTICE OF INSPECTION

Students should be aware that their assigned locker and any personal items they choose to store therein will be jointly accessible to themselves and school officials and may be subject to inspection by school officials at any time, without notice and without student consent.

NOTICE OF SEARCH

Students should be aware that their persons and personal property not stored in lockers (e.g., purse, book bag, vehicle, etc.) may be subject to search when school officials have reason to believe that weapons, drugs, alcohol, or any objects/material evidencing a violation of school policy/rule or other laws and regulations are contained therein.

NOTICE OF CANINE INSPECTION

Students should be aware that the School District, may from time to time, utilizes canines in an effort to detect contraband (1) carried by students' (2) stored in lockers or other school property; and/or (3) stored in vehicles.

LOCK DOWN PROCEDURES

The following procedures have been created in order to help ensure the safety of all students and staff of the Lewistown Junior High School.

Safety Procedures:

1. If a lock down is necessary at LJHS, the following announcement will be made over the PA system: "Attention, Attention. Attention students and staff, our campus is now under lock down procedures. At this time all students and staff must proceed to the nearest available classroom."
2. If the announcement for a lock down has occurred, and once staff and students are within a classroom/secure area, the following procedures will be followed.
 - a. The classroom doors will be locked.
 - b. Classroom windows will be covered, curtains or quilts drawn.
 - c. All persons within the classroom will move away from windows and doors.
 - d. No one will be allowed outside of the classroom, until the principal or counselor gives an all-clear signal.
 - e. Phone usage will be limited to use of the intercom within the school. In the event of an emergency contact with the proper authorities will be made by the principal, counselor or by the principal's designee.
 - f. Attendance will be taken of all students/staff within the classroom.
3. A "Visitors" sign will be placed on each exterior LJHS door, requesting that the visitors report to the office upon entering the facility. A sign will also be placed on the inside of each exterior door to advertise that the door is to remain closed and locked at all times.

During an emergency situation requiring the lock down of the LJHS campus, it is vital that students follow promptly the directions given by any adult staff member. This will ensure that procedures are followed in a calm and concise manner, and that every person present at LJHS will have a greater opportunity to remain free from harm.

LOCKERS

Lockers are provided for each student. If you bring your own combination lock the combination must be registered in the office. No money or valuables are to be kept in your locker. Please be reminded that the lockers are the possession of the Lewistown Public Schools and may be subject to search, as necessary, based upon

LOST AND FOUND

Lost and Found articles are placed in the Lost and Found locker #288 on the main floor and #220 in the upstairs hall. Valuables found should be brought to the office immediately for safe-keeping. If you have lost any articles or books, check first in the Lost and Found Lockers, then check with the office.

SCHOOL FOOD PROGRAM

Breakfast, lunch and ala carte items are available at Lewistown Junior High for all students and staff. A computerized accounting system is used for meals and money management. Deposits for meal accounts are best made during the breakfast serving time before school begins but are also accepted through the lunch serving line. Seating is also available for those students who choose to bring their own lunch.

Applications for free and reduced meals are sent home with each student at the beginning of the school year. Applications are also available upon request at the school office during the school year.

Meal prices are as follows:

| | | | |
|--------------------------|------|---|------|
| Student Breakfast (7-12) | 1.50 | Reduced Student Breakfast | .30 |
| Reduced Student Lunch | .40 | Adult Lunch | 3.50 |
| Adult Breakfast | 1.50 | Individual Milk | .40 |
| Student Lunch (7-12) | 2.75 | Ala Carte Items are priced individually | |

Breakfast is served from 7:45 a.m. until 8:15 a.m. each school day.

The LJHS lunch schedule is as follows:

| <u>Eighth Grade Lunch</u> | | <u>Seventh Grade Lunch</u> | |
|--|---------------|--|---------------|
| Lunch | 12:20 – 12:48 | Channel 1* | 12:20 – 12:35 |
| Channel 1* | 12:51 – 1:06 | Lunch | 12:35 – 1:03 |
| *in 6th period classroom | | *in 5th period classroom | |

Although it sometimes becomes necessary for students to charge meals, our policy limits charges to eight (8) dollars. Ala carte items **cannot** be charged. Students will always be notified if a charge occurs so they can relay the information to parents and the situation can be remedied in a timely manner. Please keep open lines of communication with students concerning this important issue.

Students leaving the district should follow the school checkout protocol to have any meal account monies refunded to them. Any unclaimed account balances left at the end of each school year will be absorbed into School Food Service operations.

STUDENT COUNCIL

The main purpose of the Student Council is to encourage cooperation, self-control, and to provide experiences in democratic living for the students and teachers of Lewistown Junior High School.

The Council consists of a President, Vice-President, Secretary and a Treasurer elected by the Student Body, and representatives elected from the student body at large.

The President of the Student Council conducts all Council Meetings along with rules of parliamentary procedure. The Council's actions are many and varied, and it will act upon requests from any of its representatives or elected officers who represent all the students. Any Council action is subject to the approval of its advisor and of the Principal.

STUDENT RECOGNITION

The following is a sampling of the awards which are made available to the students of LJHS.

I. Scholastic Award:

- Candidates must maintain an honor roll standing of "A" or "A-" for any three quarters of the school year.
- A certificate and pin would be awarded to the first year recipients and an appropriate plaque for the second year award. The certificate and pin would be a prerequisite to the plaque award.

- c. The names of all other honor roll students would appear on an “Honorable Mention” list. These students would have to maintain honor roll standing for any three quarters.

II. Perfect Attendance Award:

- a. Candidates for the award must have been in attendance, a.m. and p.m., every day of the school year.
- b. Appropriate certificates will be awarded for the first and second year recipients of the award.

III. D.A.R. Citizenship Medal:

This distinguished award is designated for 8th grade students and is voted on by LJHS staff members utilizing the following criteria.

A. Qualifications

1. Honor: Honesty, high principles, trust-worthiness, loyalty, truthfulness, punctuality, moral strength and stability, cleanliness in mind and body.
2. Service: Cooperation, meritorious behavior bringing honor to school or community, kindness, unselfishness, true Americanism – individual responsibility to home, to country, to God.
3. Courage: Mental and physical determination to overcome obstacles.
4. Leadership: Personality, originality, ability to lead and hold others, good sportsmanship, responsibility.
5. Patriotism: Fundamental Americanism.

IV. Athletic Awards:

For participation in football, cross country, basketball, volleyball, wrestling, track, and cheerleading, a student athlete must complete the season and meet the expectations of the LJHS coaching staff and abide by the school rules and expectations.

- 1st Year Award: Letter plus pin in the sports participated in
2nd Year Award: Chevron for sport

V. Student Council Awards:

Members of the Student Council receive a certificate for meritorious service.

STUDENTS RIGHT AND RESPONSIBILITIES

Access to an Education:

The student has the right:

- To attend elementary school in the District in which his/her parent(s) or legal guardian resides. To attend high school in a district within the county in which the parent(s) or legal guardian resides.
- To a meaningful education without disruption, “Free quality public elementary and secondary schools” Montana Constitution, 1972, Article X, Section 1.
- To contribute information that will be considered when decisions that affect the quality and content of his/her education are made.
- To participate in school activities regardless of race, religion, ethnic origin, or economic status.
- To nondiscriminatory practices on the basis of sex in the educational program or activities in accordance with the requirements of Title IX of the Educational Amendments of 1972 as they relate to access to general courses, access to physical education courses, access to vocational courses, counseling, treatment of students, student marital and parental status, athletics, and financial assistance.

The student has a responsibility:

- To comply with the compulsory attendance laws of Montana
- To pursue the required courses of instruction.
- To be regular in attendance and to be on time to all classes unless excused because of illness, bereavement, or other reasons authorized by District Policy.
- To be subject to the authority and control of the administration, teachers, and supportive staff while in school, on the school premises, on the way to and from school, or while representing the school at an off-campus activity.
- To be knowledgeable of and comply with the policies of the district and the school of attendance.
- To recognize the overall educational enterprise to the degree that the welfare of the group has priority over individual rights when these come in conflict.
- To be knowledgeable of Title IX regulations as they relate to the Lewistown Public Schools.
- To follow the School District's Student-Grievance Procedure available for an equitable solution to a Title IX discriminatory claim.

Association:

The student has the right:

- To associate with political, social, or various groups without fear of punitive measures being taken against him/her.
- To utilize school facilities for authorized school-sponsored activities.

The student has a responsibility:

- To be aware of and comply with all laws controlling secret societies.
- To avoid political or social demonstrations which interfere with the operation of the school or classroom.
- To cooperate with the school's administration and faculty in scheduling authorized activities.

Inquiry and Expression:

The student has the right:

- To form and hold ideas.
- To present petitions for consideration.
- To produce student publications as authorized under the principles of the First Amendment Guarantee of Freedom of Press
- To express opinions verbally or in writing.
- To govern his/her appearance while attending school.

The student has a responsibility:

- To appear in such manner that it does not substantially and directly endanger health and safety, damage property, infringe upon the districts interest in personal cleanliness and decency, or seriously and immediately disrupt the orderly conduct of school business.
- To use freedom of expression so that it does not mock, ridicule, or otherwise deliberately demean or provoke others because of race, religion, national origin, or individual views.
- To avoid libelous or obscene forms of expression.
- To express opinions and beliefs in an appropriate time and place and in a manner that does not interrupt the educational process.
- To assume responsibility as distributor or author of publications and to obtain permission from the building administrator prior to distribution.

STUDENT VISITATION POLICY

The staff and students of the Lewistown Junior High School would like to welcome students to visit our positive learning community. While keeping and maintaining a safe and orderly school site, the following expectations apply to student visitors.

Student Visitors:

1. Upon entering the building, must sign in at the office and collect an LJHS Visitor Pass, which they must wear throughout their visit.
2. Must adhere to all school policies and expectations as outlined in the student handbook, including, but not limited to the dress code and behavior expectations.
3. Must be age appropriate for the Junior High.
4. Must have a book for AR, or the student will be allowed to borrow a book from the LJHS library.
5. Will be expected to participate fully in each of the classrooms they visit.
6. Are expected to make visitation arrangements at least one day in advance, if at all possible.
7. Are allowed to request visiting the LJHS campus every school day, with the following exceptions:
 - During the first two weeks of school
 - During the last two weeks of school
 - During any week and/or dates/times of Standardized testing
 - During any day determined by the building principal to be inappropriate to the orderly operation of LJHS
8. May not be a previous LJHS student.
9. Are limited to a half day.

Any student who visits the LJHS campus and knowingly violates one of these expectations will be asked to leave.



TITLE IX

Statement of Title IX Compliance:

In an effort to comply with Title IX of the Education Amendments of 1972, the Lewistown Public Schools affirm that no person shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity. In further effort to comply with the regulations, School District Number One has appointed Scott Dubbs, Fergus High School Principal, to coordinate its Title IX effort. Inquiries concerning Title IX can be referred to Mr. Dubbs, at the Fergus High school Office, 1001 Casino Creek Drive, or by calling 535-2321, or by contacting the Director of the Office of Civil Rights, Department of Health, Education and Welfare, Washington, D.C.

In further conformity with Title IX a grievance procedure has been formulated for use in reference to questions or complaints raised by students of the District, dealing specifically with Title IX.

For information purposes Title IX, is the portion of the education Amendments which prohibits sex discrimination in federally-assisted education programs.

Specifically, Title IX states:

“No person in the United States shall, on the basis of sex, be excluded to participate in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

The governing regulations, effective July 21, 1975, cover all aspects of sex discrimination in schools with regard to admissions, treatment of students and employment.

Student Grievance Procedure Title IX:

- I. **Definition:** A “Grievance” shall mean a complaint which has been filed by a student or by a student’s parent, on his/her behalf, dealing specifically with Title IX. This grievance procedure is not applicable to situations for which the Board is without authority to act. Normal channels of communication, from student, to teacher, to administrator, to Board of Trustees, shall be used whenever feasible, in seeking clarification of questions of concern to the student, before the grievance procedure is utilized.
- II. **Purpose:** The primary purpose of this procedure is to secure, at the earliest level possible, equitable solutions to a claim or a complaint, if the claim is justifiable. The proceedings shall be kept confidential at each level of this procedure.
- III. **Time:** The number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. However, the time limits specified may be extended by mutual agreement of the complainant and the administration. In the event a complaint is filed on or before May 1, the time limits stated hereafter shall include all calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- IV. **Level One:** A student with a complaint shall first (Level One-A) present it orally and informally to his/her teacher. If the complaint is not promptly resolved, he/she may (Level One-B) present a formal claim in writing (including all supporting statements and evidence) to his/her school grievance committee. Within five school days after receiving the written complaint, the grievance committee shall state its decision in writing, with all supporting reasons and evidence.
- V. **Level Two:** Within five school days after receiving the decision at Level One, the complainant may appeal the decision to the Principal of the school. This appeal shall be in writing and shall be accompanied by the original complaint and copies of all previous supporting statements, evidence, and decisions. The Principal shall evaluate the decision and render his/her decision within ten (10) school days after receiving the appeal.

- VI. Level Three: If the complainant deems it desirable to carry the complaint beyond the decision reached in Level Two, he/she may within ten (10) school days file his/her complaint with the Superintendent. The Superintendent shall evaluate the evidence and render his/her decision within (10) school days after receiving the appeal.
- VII. Level Four: If the complainant deems it desirable to carry the complaint beyond the decision reached in Level Three, he/she may within ten (10) school days file his/her complaint with the Board of Trustees. Upon receiving the complaint, the matter shall be placed upon the agenda of the Board of Trustees, for consideration at the next regular meeting of the Board, and a final determination shall be made within thirty (30) calendar days from said meeting.
- VIII. Withdrawal: A complaint may be withdrawn by the complainant at any level without prejudice or record.
- IX. Hearing and Decisions: At each of the above four levels that complainant shall be given the opportunity to be present and to be heard. All decisions at each level (with the exception of Level One-A) shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be furnished promptly to all parties of interest.
- X. Reprisals: No reprisal of any kind shall be taken by or against any party of legitimate interest or any legitimate participant in the grievance procedure by reason of such participation.
- XI. Preservation of Records: All proceedings external to the decision of the Board of Trustees shall be destroyed. However, any complainant who wishes the proceedings (relative to his/her own complaint) to be placed in her/her school records may achieve such action by giving a written request therefore.
- XII. Disclaimer: In the adoption and implementation of this grievance procedure, it shall be understood that the Board of Trustees is not a court of law that rules of jurisprudence shall not apply.



FAMILY EDUCATION RIGHTS AND PRIVACY ACT

(FERPA)

The following policy and procedures are designed to meet the provisions of the Family Education Rights and Privacy Act (FERPA) and the Montana School Accreditation Standards. Students may request a copy of the Family Education Rights and Privacy Act and its implementing regulations by contacting the school district administration office. A student has the right to report violations of the Family Rights and Privacy Act to the Family Educational Rights and Privacy Act Office, Department of Education, Washington, D.C.

Eligible student shall mean all rights and protections given parents or legal guardians under the Family Education Rights and Privacy Act. This policy transfers to the student when he or she reaches age 18 or enrolls in a post-secondary school.

Student record or education record shall mean records, documents and other materials which contain information directly related to a student and are maintained by the school district or a person acting for the school district. Education record or student record does not include records of instructional, supervisory and administrative personnel and other education personnel which are in sole possession of the maker and which are not accessible or revealed to any other person except a substitute teacher.

Parents and eligible students have the following rights:

1. **The right to inspect and review the student education record.**

Parents of students and eligible students may inspect and review the student education records upon request submitting to the school building principal a written request which identifies as precisely as possible the record or records he or she wishes to inspect.

The principal or other school authority shall make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

2. **The right to seek to correct the student education record.**

Parents of students and eligible students have a right to seek to change any part of the student record they believe is inaccurate, misleading or in violation of students rights.

Procedures for correction of a student's education record are available in the building principal's office.

3. **The right to exercise control over disclosures of information not authorized under Family Education Rights and Privacy Act without consent of the parent, legal guardian, or eligible student.**

However, the district does release directory information which is not generally considered an invasion of privacy. The information could include, but is not limited to, name, address, parent's name, phone number, age, field of study, height and weight of athlete, participation in officially recognized activities and sports, honor roll, dates of attendance, degrees and awards. If a parent, legal guardian, or eligible student does not want this directory information released, they must notify the building principal in writing within two weeks of the student's enrollment of each school year. Additionally, student records will be forwarded upon request to officials of another school district in which the student seeks or intends to enroll.

4. **The right to know the location of student education record.**

Generally, an enrolled student's education record is located in the administration office of the school building where the student attends. Upon request by a parent, legal guardian or eligible student, education records will be gathered for purpose of review. Records of students who have graduated from high school remain in their school. Records of students who have transferred out of the district are typically kept at the district they transferred into.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

19

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

ITEM TITLE: APPROVE FERGUS HIGH SCHOOL 2009-2010 CODE AND ACTIVITY HANDBOOK

Requested By: Board of Trustees **Prepared By:** Scott Dubbs **Date:** 05/11/2009

SUMMARY:

The Board of Trustees needs to approve the Fergus High School 2009-2010 Code and Activity Handbook.

SUGGESTED ACTION: Approve Fergus High School 2009-2010 Code and Activity Handbook

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

Fergus High School

Golden eagles



code + activities Handbook

2009-2010

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EXCELLENCE TODAY, SUCCESS TOMORROW



FERGUS HIGH MISSION

The mission of Fergus High School is to challenge and prepare students to become enthusiastic lifelong learners, problem solvers and contributing members of society. Our students will be empowered to make a living, make a life, and make a difference.

FERGUS HIGH VISION STATEMENT

The staff at Fergus High School, along with parents and community members, recognizes their critical role in providing educational opportunities for all students. They are dedicated to establishing and maintaining a safe environment which fosters a positive attitude and a commitment to excellence. As a result, all students at Fergus will be challenged to develop their social, personal, and academic talents to the fullest extent possible. Particular emphasis will be placed on those skills which are necessary in order to become a happy, productive and contributing citizen of the 21st century.

FERGUS HIGH BELIEF STATEMENTS

1. **SAFE SCHOOLS** - All students and staff will contribute to a safe, drug/alcohol free learning environment.
2. **CRITICAL AND CREATIVE THINKING** - All students will develop critical and creative thinking skills.
3. **POSITIVE SELF IMAGE** - All students will be valued and respected as individuals.
4. **SCHOOL TO CAREER** - All students will develop needed academic, technical and life skills for the transition from school to work.
5. **RESPONSIBILITY** - All students will take responsibility for their behavior and their learning.
6. **SOCIAL SKILLS** - All students will develop social skills and appropriate behavior that assist in becoming responsible citizens.
7. **STUDENT SUCCESS** - All students will learn, achieve and succeed throughout their lifetime.
8. **STAKEHOLDERS** - All members of the school community will be included in the decision-making process.
9. **PARTICIPATION** - All students will actively participate in academics and the global community can develop honesty, integrity, and respect for themselves and others.

INTRODUCTION

Fergus High School is committed to our mission to challenge and prepare students to become enthusiastic lifelong learners, problem solvers and contributing members of society. We assert our students will be empowered to make a living, make a life, and make a difference. As a result, we are committed to providing excellent opportunities for all students to grow educationally, emotionally, and socially, while allowing our students to learn entry-level skills for those who plan to go directly into the work force or enter a post-secondary school. It is our goal to help each student work to a point where they can continue their education in later years. However, to obtain any of these objectives students must provide responsible planning and individual cooperation. In return the staff at Fergus High will make every effort to help you.

The primary purpose of this Code & Activities Handbook as well as our Renaissance Handbook is to acquaint students and their parents with the specific guidelines and regulations for students attending Fergus High School. It is important to remember the purpose of the guidelines and expectations is to teach students what our democratic society expects in self-discipline from its citizens. Accordingly, we will remain committed to that example. Please take time to study this codebook to better understand FHS procedures and expectations.

Scott A. Dubbs, Principal
Fergus High School

DAILY BELL SCHEDULES

School is in session from 8:00 a.m. until 3:20 p.m. with the following seven time periods:

BELL SCHEDULE A (REGULAR BELL SCHEDULE)

| | | <u>Starting Bell</u> | <u>Ending Bell</u> | <u>Class</u> | <u>PassingTime</u> | |
|----|----------------|----------------------|--------------------|--------------|--------------------|------|
| | First * | 8:10 AM | 9:00 AM | 0:50 | | |
| | Channel One | 9:00 AM | 9:13 AM | 0:13 | 0:04 | |
| | Second | 9:17 AM | 10:09 AM | 0:52 | 0:04 | |
| | Third | 10:13 AM | 11:04 AM | 0:51 | 0:04 | |
| OR | Early Lunch | and | 11:04 AM | 11:44 AM | 0:40 | 0:04 |
| | Fourth (Late) | | 11:48 AM | 12:38 PM | 0:50 | 0:04 |
| | Fourth (Early) | | 11:08 AM | 11:58 AM | 0:50 | 0:04 |
| | Late Lunch | and | 11:58 AM | 12:38 PM | 0:40 | 0:04 |
| | Fifth | | 12:42 PM | 1:32 PM | 0:50 | 0:04 |
| | Sixth | | 1:36 PM | 2:26 PM | 0:50 | 0:04 |
| | Seventh | | 2:30 PM | 3:20 PM | 0:50 | 0:04 |

BELL SCHEDULE B

| (Odd Block) | <u>Starting</u> | <u>Ending</u> | <u>Class</u> |
|--------------------|-----------------|---------------|--------------|
| <i>Tardy</i> | 8:00 AM | 8:05 AM | |
| First | 8:10 AM | 9:40 AM | 1:30 |
| Third | 9:45 AM | 11:17 AM | 1:32 |
| <i>Lunch (all)</i> | 11:17 AM | 11:57 AM | 0:40 |
| Fifth * | 12:00 PM | 1:30 PM | 1:30 |
| Channel One | 1:30 PM | 1:44 PM | 0:14 |
| Seventh | 1:49 PM | 3:20 PM | 1:31 |
| (Even Block) | <u>Starting</u> | <u>Ending</u> | <u>Class</u> |
| <i>Tardy</i> | 8:00 AM | 8:05 AM | |
| Second | 8:10 AM | 9:40 AM | 1:30 |
| Fourth | 9:45 AM | 11:17 AM | 1:32 |
| <i>Lunch (all)</i> | 11:17 AM | 11:57 AM | 0:40 |
| Sixth | 12:00 PM | 1:30 PM | 1:30 |

BELL SCHEDULE C

| (Shortened) | | <u>Starting</u> | <u>Ending</u> | <u>Class</u> | |
|--------------|----------------|-----------------|---------------|--------------|------|
| <i>Tardy</i> | | 8:00 AM | 8:05 AM | | |
| First | | 8:10 AM | 8:47 AM | 0:37 | |
| Second | | 8:50 AM | 9:29 AM | 0:39 | |
| Third | | 9:32 AM | 10:09 AM | 0:37 | |
| Fifth | | 10:12 AM | 10:49 AM | 0:37 | |
| R | Early Lunch | and | 10:52 AM | 11:29 AM | 0:37 |
| | Fourth (Late) | | 11:32 AM | 12:09 PM | |
| | Fourth (Early) | and | 10:52 AM | 11:29 AM | 0:37 |
| | Late Lunch | | 11:32 AM | 12:09 PM | |
| | Sixth | | 12:12 PM | 12:49 PM | 0:37 |
| Seventh | | 12:52 PM | 1:30 PM | 0:38 | |

Note - All activities on Early Release In-Service

* Channel One is included in First Period (Fifth in Odd Block)

Note: Once dismissed for the day, students are not to remain in the building unless they are participating in a school-sponsored activity, studying in the library, or meeting with an instructor. Individual assistance will be provided students between 3:20 and 4:00 p.m.

GENERAL GUIDELINES

ADMISSION OF OVER-AGE & NON-RESIDENT STUDENTS

Due to the need to insure student safety and resident student educational opportunity, students who are 19 years or older at the time of enrollment (or who will be 19 before the start of school), or who are non-residents will be admitted on a discretionary basis as per the school district policy. Enrollment and registration may occur only following administrative approval.

APPLICABILITY OF SCHOOL RULES AND DISCIPLINE

To achieve the best possible learning environment for all our students, Fergus High School rules and discipline will apply:

- On, or within sight of, school grounds before, during or after school hours or at any other time when the school is being used by a school group;
- Off school grounds at a school sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
- Traveling to and from school or a school activity, function or event; and
- Anywhere, if the conduct may reasonably be considered to be a threat or an attempted intimidation of a staff member, or an interference with school purposes of an educational function.

BACKPACKS & OTHER BAGS

Due to the need to insure student safety and minimal disruption of classrooms, student backpacks and other bags will only be allowed to be used when coming to school, or when going home or at lunch. Backpacks, duffle bags, purses or any other “tote” type bag to carry school materials will not be allowed in classrooms. Students will be expected to use their assigned lockers to manage their school and personal effects. During the school day, backpacks and assorted “totes” must remain in the lockers.

CHANGE OF POLICY

Occasionally there may be changes of policy as outlined in this handbook. These changes will be posted on the hallway bulletin boards with an effective date included. Thereafter, it will be the responsibility of the student to abide by the new policy.

CHEATING

The goal of the Fergus High Staff is to provide an educational environment for students conducive to learning and the development of wholesome values. Honesty and integrity are two such values. Cheating, whether inside or outside the classroom setting, is unethical and unacceptable. Faculty members are responsible for providing academic expectations. You are responsible for the honest response to these expectations. Students, who share their work with others, as well as those who misrepresent the work of others as their own, may be considered to be cheating.

In cases of cheating appropriate disciplinary action will be taken. The following guidelines will be followed.

1. Students cheating on tests or assignments will receive a zero for the test or assignment in question.
2. Parents of students who cheat will be notified by the teacher.
3. A discipline referral is to be filled out by the teacher and turned into the office. A copy will then be sent home.
4. Honor Society members who are caught cheating are subject to the rules of the National Honor Society. The NHS advisor is to be notified of the offence by the teacher involved and the administration.
5. In cases where students warrant additional consequences the administration will make a determination of the appropriate consequence which may result in loss of credit or removal from class and a possible suspension.

CREDIT TRANSFER/ASSESSMENT FOR PLACEMENT

Requests for transfer of credit and/or grade placement from any non-accredited, non-public school shall be subject to examination and approval before being accepted by the Lewistown Public Schools. This shall be done by the school counselor and principal; or, in the case of home schools, by a credit evaluation committee. The committee will consist of a counselor, a staff member from each subject area in which credit is being requested, and the school principal.

The credit evaluation committee will:

1. Document that the student has spent approximately the same number of classroom hours in the home school as would have been spent in a regular class in the Lewistown Schools;
2. Document that the student followed a curriculum which is essentially similar to that in the course for which they are requesting credit;
3. Document that in the event of a credit request in a lab, industrial arts or music course, the equipment and facilities were sufficient to meet the required learning activities of the course;
4. Require that the student has satisfactorily passed in all courses where a final exam is normally given, a final which was prepared and administered by a staff member in the Lewistown Public School system.

The district will give credit only for home schools that have met all requirements as specified in Montana statute. Credit from home schools will only be accepted when a like course is offered in Lewistown Public Schools.

The school transcript will record courses taken in home schools or non-accredited schools by indicating the title of the course, the school where the course was taken, and the grade.

For purposes of calculation of class rank, only those courses taken in a regularly accredited school will be used.

In order to be recognized during graduation ceremonies as a valedictorian or salutatorian, a student must have attended Fergus High School for at least three semesters (last semester of their junior year and both senior year semesters). Transfer students considered for top ten honors must have earned credit from a state or regionally accredited school (which issue letter grades) for at least seven semesters. For the purpose of identifying the top 10 graduating seniors, the grade point average will be calculated using grades from accredited schools.

DISTRIBUTION OF MATERIALS

School Materials - School publications distributed to students include the "Fergus" our school newspaper and the Annual publications are under the supervision of a teacher, sponsor, and the principal.

Non-School Materials - Written materials, handbills, photographs, pictures, petitions, films, tapes, posters, or other visual or auditory materials may not be posted, sold, circulated, or distributed on any school campus by a student or a non-student without the prior approval of the principal. Any student who posts material without prior approval will be subject to disciplinary action. Materials displayed without this approval will be removed.

DRESS CODE - (Originally Student Council Proposed & Monitored)

Considering that not all clothes are suitable for an educational setting, Fergus High School has developed minimal requirements for school dress. Listed below are a few examples of unacceptable dress. Other dress may be deemed inappropriate if it creates an obvious distraction to the educational setting. Students sent home to change clothing will be considered unexcused absent from class.

Unacceptable Dress:

- Clothing that allows a bare midriff.
- Hats, bandanas, scarfs, hoods and other head gear; except when leaving the building.
- Cut off, torn, or excessively holey clothing
- Clothing with inappropriate language or innuendo.
- Clothing with a message that is an obvious distraction to the educational setting.
- Clothing displaying alcohol, tobacco, or other illegal substances.
- Clothing that is revealing (of undergarments, etc.) including spandex and boxer shorts.

Acceptable Sweats:

1. They must have a finished look with hemmed seams at the shoe top.
2. They must be neat.

Acceptable Tops:

1. They must be neat and cut in a modest fashion.
2. Wide cut tank tops or sleeved tops for girls.
3. Sleeved shirts for boys.
4. Necklines may be no lower than the width of the hand when measured from the collarbone.

Acceptable Dresses:

1. They must be a minimum of mid-thigh length.
2. Dresses must be neat.
3. Tops must meet the criteria for acceptable tops.

Acceptable Shorts:

1. The shorts must be neat and have a hem.
2. The shorts must be somewhat longer.
3. Their length shall be mid-thigh length or when standing straight must not be shorter than the palm of the hand (where the fingers begin).

DROP/ADD PROCEDURE

Student requests to drop and/or add classes will be considered at the beginning of each semester for five (5) days. Following that period only special classes will be considered and a withdrawal/passing (WP) or a withdrawal/failing (WF) will be entered on the permanent record.

ELECTRONIC DEVICES

Personal electronic devices such as, but not limited to music players, pagers, beepers, and cameras or PDA's will not be used during school hours without permission. Cellular or other wireless phones will not be used in any capacity at school with exception of a student's lunch time, or before and after school, and then only in the lobby of the school. Students are not to leave class and use cell phones outside of the building during the school hours. At no time will any student operate a cell phone or other electronic device with video capabilities in a locker room, bathroom, or other location where such operation may violate the privacy right of another person.

Use of an electronic device is defined as having the device in hand or within sight. All electronic devices may be confiscated by staff and are subject to search by the administration. Students are expected to give their device to school staff as requested. Unacceptable use of any electronic device may lead to disciplinary action and may also be referred for additional consequences due to the cheating policy.

In their class disclosure documents, teachers will state the classroom situations where personal audio devices will be appropriate.

EXCUSES FROM PARTICIPATION IN PHYSICAL EDUCATION

Students will be excused from suiting up and participating in PE with a medical excuse only. If a student does not feel well enough to participate and does not have a medical excuse, zero credit will be given for the day. Non-participation in PE implies non-participation from all physical activity that day. Should the excuse be long enough to prevent a student from meeting the attendance policy requirements for credit the student will be withdrawn from the physical education class. If the class is required then the student will be rescheduled a later term.

FINAL EXAMS (SEMESTER TESTS)

Students will take final exams both semesters. A student who does not take a semester final exam because of illness or approved delay will be allowed to take a makeup exam. Failure to makeup exam within the designated time period will result in a zero (0) being recorded for the semester final exam. Final exams carry 20% weight in calculating final grade. The testing schedule will be announced prior to testing times.

FINES

Students entrusted with equipment and supplies belonging to School District No. 1 will receive fines for unreturned, lost, altered, and vandalized items. Fines may also occur from late returns of library materials. Fines will range from minor to complete replacement depending upon the circumstances involved. Typical fines include; book damage or loss, lost activity uniforms, non-payment of participation fees, lost or damaged lockers and other financial responsibilities. Student report cards and activity participation may be withheld until the fines are paid.

FIRE DRILLS

Fire drills are held periodically throughout the school year. Drill instructions will be given to teachers who will pass them on to all students.

HALL PASSES

Students are expected to be in classes at all times and must not leave the classroom without hall pass from the teacher or staff member. Students in the halls without a pass will be subject to disciplinary consequences, however, there is frequently a need to work with a teacher other than the one to whom the student has been daily assigned. This necessitates using a teacher-designated pass (1 per teacher - unique to that teacher) or using the "pass slip" system with the following regulations:

1. The teacher with whom the student plans to meet prepares the slip (other teachers are not allowed to initiate the process).
2. The slip is presented to the teacher to whom the student is daily assigned. He or she will sign it, insert the time, and return it to the student. The student, in turn, presents it to the issuing teacher upon his or her arrival. No other passes are to be issued.

HEALTHY FOOD & DRINKS AT SCHOOL

School policy does not allow students to bring unhealthy food or drinks to school and are only allowed to have healthy foods and drink sold during the school day, either by vending machine or by the school's Food Service.

All outside of school drinks will be restricted to the lobby before school, after school or during the lunch period. High caffeine and energy drinks should not be allowed in classes or in the classroom part of the building. Beverages in the classroom will be under the individual discretion of the teacher but the only liquids be to be allowed in the classroom are clear bottles of water, or liquids that are purchased by students in the school food service, or in the lobby.

INSURANCE - SCHOOL

There is limited medical coverage through school insurance should a student be injured during school-time, school sponsored competition or practice. When an injury occurs, the student needs to be sure the teacher, coach or advisor has filled out an accident report and turned it in to the high school office. All claims must be submitted to the parent's personal insurance company prior to sending in a claim to school insurance. The student must then pick up an insurance claim form from the high school office with the administration completing the Part A: Notice of Injury section. Have his or her parent's then fill out and sign Part B, attach copies of all medical bills and payments to it. The parents should then submit the claim form together with all bills and claim summary of payment from insured on their primary medical insurance to the address listed on the front of the claim form. Additional help can be obtained either from the school or Lewistown Insurance.

Medical treatment must begin within 30 days from the date of the accident. All claims must be completed and submitted to the company within 90 days from the date of the accident. Additional insurance coverage may be available at the beginning of the school year with coverage being effective when the premium is received by the insurance company.

LIBRARY

Fergus High School Library hours are from 7:30 a.m. to 4:00 p.m. Monday through Friday. All students have access to the library from their study hall, before school, after school and during the lunch hour unless they have lost their library privileges for some reason.

Whenever a student requires the use of the library resources, he/she needs to obtain a pass. Any teacher assigning research will write passes for a student to complete such research. Passes are placed into the pass box on the counter as a student enters the library.

IMPORTANT! When you leave the library you must have your pass signed by one of the library personnel before you can go back to class. The clipboard on the counter is for students to sign in and out on whenever they leave the room.

LIBRARY USE & PROCEDURES

The card catalog at the Fergus High School Library is located on our computer network housed at in the library. Every library item that is circulated will be listed on the card catalog and should indicate to the reader whether it is presently available for circulation. A variety of materials are available in the FHS library and they circulate in different manners. The lead abbreviation of the call number identifies special items.

Circulation - Outside the Library

Regular Books and Videos -- two weeks when checked-out. Two-week renewal allowed, with second renewal considered if the book is not in demand.

Online Databases -- FHS students can access remotely, online databases that are available twenty-four hours a day and seven days a week. This means that FHS students have access to thousands of carefully selected newspapers, periodicals, government documents, manuals, journals and selected websites anytime from anyplace they can connect to the Internet. Information retrieved from these databases is considered to be the format in which the original source was produced.

Circulation - Inside the Library

Reference Materials and Vertical Files -- used in library only. Some pamphlets are circulated for overnight/ weekend use.

Magazines -- must be checked-out through the front desk of the library and are to be used in the library only. Magazines can be kept behind the main library counter for students needing them for more than a period.

Computer Software and Microfiche -- these materials must be checked-out from the library desk to be used within the confines of the library. Each microfiche needed requires a request slip be completed.

NOTE: All materials are checked-out at the circulation counter by the main entrance. Fines may occur from late returns of library materials.

LOCKERS

Hall lockers are provided for each student with combination locks. The combinations will be obtained when the lockers are assigned. Lockers are to be kept clean, neat, and in good repair. Students will be held financially responsible for damage to lockers.

Students should be aware that their assigned locker and any personal items they choose to store therein will be jointly accessible to themselves and school officials and may be subject to inspection by school officials at any time, without notice and without student consent.

MAKEUP WORK

Makeup work for excused absences is counted full value at a rate of two school days for each day missed up to five days total. Students wishing extensions on the time limit may request directly to the teacher. The principal will hear appeals if they are requested.

MESSAGES AND PACKAGES - DELIVERY

Flowers, candy, balloons, birthday greetings, and other items, which may interrupt the classroom atmosphere, will not be delivered. All emergency messages will be taken by the Principal's office.

PARKING

Students are permitted to drive their cars to school and park in the north parking lot, which is designated for student parking. The south parking lot is designated for faculty and staff parking (parking stickers are required for staff). No parking is permitted behind the school. Students must park in the proper manner and obey all driving rules and regulations. Remember to always lock your car when leaving it in the parking area. Parking in the lot is done at your own risk and the School District assumes no liability for accidents or loss of property. All vehicles should be registered with the office.

During class time the parking lot is off limits. Students who have checked out with the office are permitted to go to their car to retrieve school and related materials. The school will give out \$2.00 fines for not following the proper parking guidelines for student parking. A \$5.00 fine will be given for parking in the fire lane in the oval in front of the school and the fire lane/bus loading area next to the staff parking lot. Parking in the handicapped area will be dealt with by the proper authority (\$100.00 fine).

REPORT CARDS

Report cards will be handed out to students by Thursday after each marking period is finished, normally. The fourth quarter report card at the end of the school year may be held pending payment of fines.

STUDENT PROPERTY

Water guns, air horns, stink bombs, fireworks, pocket knives, lasers, pepper spray, mace and all weapons are not allowed at Fergus High or school property. Pellet guns, BB guns, fake or facsimile weapons or any item that has been modified to be a weapon are not allowed. Items such as these will be confiscated and kept for up to 3 months and may be available only to parents. Students using these items on school grounds or at school functions are subject to disciplinary action. Personal electronic devices such as, but not limited to music players, pagers, beepers, and cellular or other wireless phones, cameras or PDA's should not be used during school hours and may also be confiscated by staff and subject to search by the administration.

STUDENT SEARCHES/INSPECTIONS

Students should be aware that the school district may, from time to time, utilize canines in an effort to detect contraband (1) carried by the students; (2) stored in lockers or other school property; and (3) stored in vehicles.

Students should also be aware that their persons and personal property not stored in lockers (e.g., purse, book bag, vehicle, electronic devices, etc.) may be subject to search when school officials have reason to believe that weapons, drugs, alcohol, or any other objects/materials evidencing a violation of school policy/rule or other laws and regulations are contained therein.

TECHNOLOGY ACCEPTABLE USE & COMPUTER RESOURCES

To prepare students for an increasingly computerized society, the district has made a substantial investment in computer technology for instructional purposes. Use of these resources is restricted to students working under a teacher's supervision and for approved purposes only. Students and parents will be asked to sign a user agreement annually, (separate from this handbook) regarding use of these resources; violations of this agreement may result in withdrawal of privileges and other disciplinary action.

All students using the school's network and/or the Internet must have an approved Technology Acceptable Use Agreement on file at school. Students are expected to use the resources in a manner consistent with their agreement and will be held responsible for their use. Students and parents should be aware that electronic communications – e-mail – using District computers are not private and may be monitored by District staff.

Activities that are permitted and encouraged:

- investigation of topics being studied in school;
- investigation of opportunities outside of school related to community service, employment or further education;

Activities that are not permitted:

- cheating on school assignments, projects or tests;
- sharing of the student's home address, phone number or other personal information;
- searching, viewing, or retrieving materials that are not related to school work, community service, employment, or further education;

- copying, saving, or redistributing copyrighted material (users should assume that all material is copyrighted unless explicitly noted);
- subscribing to any services or ordering of any goods or services;
- playing games or using other interactive sites unless specifically assigned by a teacher;
- using the network in such a way that you would disrupt the use of the network by other users;
- participating in any activity that violates a school rule, or a local, state, or federal law.

The use of the Internet and the school's network is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges. Students having questions about whether any activity is permitted should ask a teacher or administrator. Students accessing inappropriate material must exit immediately.

VIDEO CAMERAS

The District uses video cameras on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the administration. Students in violation of Board policies, administrative regulations, building rules, or law shall be subject to disciplinary action. Others may be referred to law enforcement agencies.

Video recordings may become a part of a student's educational record. The District shall comply with all applicable state and federal laws related to record maintenance and retention.

VISITORS

Parents and others are welcome to visit Fergus High School. For the safety of those within the school, all visitors must first report to the office, sign-in and obtain visitor passes. Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment. Fergus High does limit day or half day student visitors to only those students who are potential new students to FHS.

WITHDRAWAL PROCEDURES

Students moving out of the district or dropping from school should withdraw from classes (and activities) unless special permission is obtained from the principal. In addition FHS expects:

1. Parents to come in to sign withdrawal papers.
2. Students to start withdrawal procedure in the Principal's Office.
3. All books be cleared from the locker. All accounts and fines must also be cleared up.
4. Students to take the withdrawal papers to all identified teachers and offices for signature, and returns the papers to the Principal's Office.

FERGUS HIGH SCHOOL ATTENDANCE GUIDELINES

ATTENDANCE CHECKOUT PROCEDURE

If you are absent, have your parent or guardian call the school by 9:00 a.m. if possible. If it's not feasible to call, bring a note with you when you return to school.

Any time you leave the building other than lunch and after school:

1. Have **permission from your parent** or guardian before you leave -- either bring a note to school with you, or call your parent or guardian from school and have one of the secretaries in the office talk to them.
2. **Sign out** with the secretaries in the office. Put the time you leave and where you are going. When you return to school, sign back in and put the time you returned.

APPOINTMENTS

Professional appointments, as much as possible, should be scheduled so such appointments do not conflict with school hours. However, School District #1 and Fergus High School realize that some appointments must be scheduled within school hours.

Any time you need to leave the building for an appointment, either; 1) bring a note from home; or 2) have your parents call the school. Next obtain a "PERMIT TO LEAVE SCHOOL" form from the office. Use this form to get out of class and later to get back into school when you return. The office will fill out the top half of the form, the receptionist or

professional will fill out the bottom half of the form at your appointment, including the time your appointment is finished and you leave to return to school. When you return to school after your appointment, give this form to the attendance secretary, write the time you returned in the Sign Out book, get an "excused admit to class," then go to class.

If medical or professional appointment verification is provided at the time of the appointment, the absence will not be counted as part of the ninety percent attendance policy. Verification may be in the form of a personal conference between the parent/guardian and high school administration; or, a signed form from the professional practitioner or receptionist.

ILLNESS: See the section regarding Excused Absences.

**Failure to follow proper checkout and check-in procedures will result in an unexcused absence.

ADVANCED ASSIGNMENT REQUEST & PRIOR NOTIFICATION

When you know ahead of time that you are going to be gone from school, bring a note from your parent/guardian and you will be given an "ADVANCED ASSIGNMENT REQUEST" form to fill out. Whenever possible, the upper portion of this form is to be completed and turned in to the office the day prior to your absence; the lower portion has your assignments on it and is for you to keep. Remember, this form should be turned in before your scheduled absence. Failure to turn in the completed "Advance Assignment Request Form" prior to the absence may result in an unexcused absence.

For activity-related absences, the coach or faculty member in charge of that activity will provide, in advance, a list of all students that will be participating in that activity to the office and other faculty members. It is then the student's responsibility to obtain the advance assignments for each of their classes.

Many activities are conducted at Fergus High School that do not involve the participation of Fergus High School students, (Class C tournaments, for example). If Fergus High School students wish to attend these types of activities, they must have parent permission and must complete and turn in the "Advanced Assignment Request Form" one-day prior to the proposed absence for these types of activities. Failure to complete the "Advanced Assignment Request Form" one day prior to the proposed absence will result in the absence being counted as an unexcused absence.

TARDIES

Students are expected to be to class on time. By definition a student is tardy to class when they are not in their assigned seat when the bell rings but do report to class within the first 15 minutes (if coming to school). Each teacher will develop a procedure for dealing with the first three tardies per semester. Beginning with the fourth tardy, a minimum of one office-assigned detention will be issued. Fifth and subsequent tardies will result in two detentions each. If a student is consistently tardy, the teacher or administration may require a contract for continued enrollment in the class. Contracts, when developed, will be consistent with, and will correspond to the policy and guidelines for unexcused absences.

If a student is tardy beyond 15 minutes, the tardy becomes an absence. Since it is not fair to other students and the faculty to have class time interrupted by tardy students beyond the 15 minute limit, students who are absent will be sent to the office for assignment to study hall.

ALLOWABLE ABSENCES

Absences related to illness, bereavement, or family emergencies, medical appointments or absences related to requirements to satisfy the law are allowable if confirmed by a parent but will count toward the students overall 9 Day policy totals, unless medically verified or appealed as in the last section of the nine (9) day policy.

Other allowable absences confirmed by a parent will include events which involve family participation, situations where the student is needed at home and special travel or educational opportunities. Individual students may participate in a family outing with other parents, however they must meet the school's prior notification guidelines listed earlier. These types of allowable absences are the parent's responsibility and parents need to keep in mind the requirements and consequences of the nine (9) day policy, the unexcused absence policy, and other policies and guidelines set forth in this student handbook.

In order to be considered allowable, absences should be verified by a note or a phone call to the school office. In special cases where advance knowledge of the absence is not possible or notification is not possible on the day of the absence, the absence must be verified within two school days after the absence to be excused. Students should complete the "Advanced Assignment Request Form" before the absence. If in school, the student must properly check out.

Responsibility: It is the responsibility of the student and parent/guardian to get the note or phone call to the school office for the absence.

UNEXCUSED ABSENCES

Unexcused absences are typically absences of the student for a reason other than those reasons covered in the "Excused Absences" portion of these guidelines. Examples include absences for such things as haircuts, shopping, skipping school with parental knowledge and other avoidable absences. Also included are absences where students improperly check out of school, intentionally miss portions of class, when students sleep late, miss the bus, or student absences that remain unverified past two school days. In all situations the possibility of truancy is investigated. An unexcused absence is marked as a "zero" or "no credit" in the teacher's grade book.

Consequences:

1. First offense unexcused absences will result in the student serving a minimum of one after-school detention. The parents will be notified.
2. Second offense unexcused absences will result in the student serving a minimum of two detentions, and parent involvement.
3. Other offenses may result in additional detentions, a possible suspension and/or the development of a progressive discipline plan for improvement.

TRUANCY (Skipping or cutting assigned classes)

Truancy is defined as purposefully defying attendance requirements by either leaving the building after arrival, or not showing up at the school when parents/guardians are, at the time, unaware of the situation. Any truancy is an unexcused absence.

One truancy is recognized for each incident of consecutive class periods or days missed. Truancy is a self-determined behavioral action that disrupts the normal routine of school. (MCA Reference Codes: 20-5-102, 20-5-103, and 20-5-106).

Truancy Consequences:

1. A five (5) percent (point) reduction for the final semester percentage grade in all classes missed each time a new incident of truancy occurs.
2. No credit can be earned for missed testing or homework assigned during a truancy. Teacher rules apply to work due at the time a truancy begins.
3. An absence will be recorded for each class period skipped.
4. Should a student accumulate four (4) separate incidents of truancy in one school year, a contract will be set up with the student that will result in a recommendation to expel if the student's behavior results in a fifth (5th) truancy.

Procedures:

1. The student will be called to the office. The parents/guardians will be called. Consequences will be explained, and a hearing time and date set if requested.
2. A notice explaining the consequences will be mailed home.
3. The student will be referred to a counselor.
4. Teacher will be notified to reduce semester grades by five (5) percentage points and document the reduction in their grade books.

Study Hall or Assembly Truancies:

1. First Offense: The student will serve two detentions.
2. Second Offense: The student will serve one day of ISS.
3. Third Offense: A minimum of one day of out-of-school suspension will be assigned with parent involvement.
4. Fourth and Additional Offenses: Further suspensions or development of a progressive discipline plan for improvement.

FERGUS HIGH SCHOOL ATTENDANCE (OR NINE-DAY) POLICY

Revised by the Board of Trustees (8-22-94)

A. Statement of Policy and Purpose.

Class attendance is the responsibility of the student with support from the parents/guardians.

Good attendance is necessary to assure complete learning. There are many activities and discussions that occur in the classroom, which simply cannot be made up. Even though students may get the notes and complete missed assignments, they have lost the value of actively participating and interacting with the teachers and other students in the class.

To earn credit in a class at Fergus High School, a student must have at least a 70% class grade average and be in attendance 90% of the time, with the exception of exempted absences.

B. Credit Requirements and Nine-Day Policy Procedures

Absences are considered excessive when a student's absence total extends beyond nine (9) per semester. A student may be removed from class when they exceed nine (9) periods of absence in that class.

All absences count toward the nine-day policy unless the absence is for one of the following reasons:

1. Office Conference - Individual and group counseling activities within the school setting, special needs team meetings or discipline proceedings that require student and administrator conferences.
2. Suspensions - Suspensions in school will not count. Suspensions out of school when the student accepts an assigned learning service experience during the day of suspension will not count.
3. School Sponsored Activities - School sponsored activities, both extra-curricular and co-curricular will not count.
4. Verified Medical Absences - Medically verified illness or appointments including extended illness situations.
5. Pre-Exempted Educational/Family Leave - Educational or family leave as approved in advance by the administration may not count. Additionally, senior students will be granted up to two (2) days for college visitations, vocational school visits, military physicals, etc. Parents and students should arrange for a pre-exempted leave in advance with the principal's office.
6. Other Exempted Absences - Absences related to student disabilities or extended illness as determined by the student's Section 504 committee.

Exemptions to the attendance limit may be granted in cases of extended illness, disabilities, or bereavement in the family.

Appropriate makeup work for absences granted under "exemptions" must be completed within the time limits set in the student handbook.

C. Administrative Procedures and Notification

1. The parents/guardians and student will be notified in writing by the office when a student has accumulated five (5) periods of absence in a class.
2. After five (5) absences, a conference between parents/guardians, the student, and the high school administrators can be held at the request of the parent/guardian to discuss the student's absence from school, and the extent to which earned credit is in jeopardy.
3. The parent/guardian and student will be notified in writing by the office when a student has accumulated nine (9) absences in a class.
4. When the attendance limit has been exceeded, the student will be notified that he or she may continue to attend class on the basis of an agreement between the teacher, student and principal. In addition the student will be required to make up time missed in class beyond the allowable 9 day limit, up to three preapproved days. Possible terms of the agreement to make up non-exemptible days may include the following conditions:
 - a. The student will, for the remainder of the semester, have no additional absences.
 - b. The student must complete all work and be passing.
 - c. The student must not present a disciplinary concern of any kind in the classroom.
 - d. The student will not be tardy in class.
5. Students under the age of sixteen (16) who have lost credit as a result of excessive absence will be allowed to audit classes for no credit if no disciplinary or non-performance concerns are present.

6. Special Education students will be discussed individually in child study team meetings should they violate the attendance policy.

D. Attendance Appeal(s):

Following notification of the policy violation, the parent/guardian or student will have a maximum of two weeks following the completion of a semester, to arrange a meeting with the principal. During this meeting, the parent/guardian or student will have an opportunity to discuss the student's attendance and provide verification related to each appealable absence. Following the meeting, the principal will notify the parent or guardian, in writing, of the outcome of the appeal. The parents or student may appeal the outcome to the Superintendent, then the Board of Trustees. The decision of the Board of Trustees is final.

Successful appeals exempting absences from the nine-day attendance policy must be for one or more of the following (verified and principal approved) reasons:

1. Regularly Scheduled or Needed Medical and/or Dental Absence
2. Serious Extended Illness
3. Requirements to Satisfy the Law
4. Family Leave (must meet all advanced notification requirements)
5. Emergency or Extenuating Circumstances

GUIDELINES FOR STUDENT BEHAVIOR

BEHAVIORAL EXPECTATIONS

A person shall not by any conduct, act, force, or threat, deprive another of the exercise of his rights and responsibilities, nor shall he engage in any conduct which causes a material and substantial disruption of any lawful mission, process or function of Fergus High School.

All students are expected to obey the instructions of school authorities. At school sponsored off-campus events, students shall be governed by school rules and regulations and are subject to authorities of the school. All students must upon request identify themselves to proper school authorities on school premises or at school-sponsored events and must report to the office on request.

A student shall not intentionally cause or attempt to cause substantial damage to District One or private property or steal or attempt to steal school or private property either on school grounds or at a School District One activity, function or event off or on school property.

A student shall not issue threat of assault or cause physical injury to any person or behave in such a way as could reasonably cause physical injury to another. Self-defense is not to be considered an intentional act under these rules; however it is important to remember an individual defending him or herself has no reason to become an aggressor in an altercation.

A student shall not possess, use, or transmit any object that can reasonably be considered a weapon without authorization of the administration.

A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind. Responsible use of a drug authorized by a medical prescription from a registered physician shall not be considered a violation of this rule.

A student shall not repeatedly fail to comply with school policies and directions of a teacher, student teacher, substitute teachers, teachers aides, principals, or non-teaching authorized personnel during any period of time when properly under the authority of school personnel.

Any violation of state or municipal laws on District One grounds will subject the student to disciplinary action by authorities.

DETENTION RULES AND REGULATIONS

Students are expected to work on schoolwork while assigned to detention. Discipline and attendance problems that occur in detention will result in dismissal from detention and will be treated as an unexcused absence from detention. Students who are absent from school on the date assigned will be automatically assigned to the next regularly scheduled detention. Students are expected to report on the date assigned, except that bus students may request to

serve on the next day. Participation in activities is not an acceptable reason for missing detention. Exceptions may only be granted by the administration.

Specific detention hall rules:

1. Report on time (3:30 p.m. of date assigned), serve a 45-minute detention, and follow all directions.
2. Bring school work/materials with you. Only approved reading materials will be allowed.
3. Sleeping, food, candy, beverages and radios (etc.) are not allowed.
4. NO TALKING, without supervisor's permission.
5. Sign the checkout sheet upon completion of each detention.

Unexcused Absences from Detention (Per Year)

- 1st Offense: Rescheduling of original detention(s) with an additional detention scheduled.
2nd Offense: Rescheduling of earned detention(s) and assignment to one day of in-school suspension.
Others: Rescheduling of earned detention(s) and assignment to day of out-of-school suspension.

NOTE: Excessive detentions may result in mandatory Saturday detentions, or consideration for progressive discipline.

SATURDAY DETENTION

On occasion the administration may use Saturday detention for students who have built up a backlog of detentions. In such cases detention will be run by in-school suspension rules. Attendance will be mandatory.

FIGHTING

Students who engage in fights or other assaultive types of behaviors at school, at school activities, and/or a result of actions at school may have two levels of consequences. School consequences for fighting will include a minimum consequence of two days out of school suspension and one day in school suspension and will be reported to law enforcement authorities. Additional or severe assaultive behaviors may be subject to expulsion.

GANG-RELATED BEHAVIOR

In an effort to ensure a safe, secure learning environment and to foster an attitude of respect for the rights of others, Fergus High School has adopted a zero tolerance policy on gang-related behavior. Our school prohibits gang-related behavior at school, during school related functions on or off campus, and on any other school district property. The following behaviors are expressly prohibited:

1. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, nicknames, symbols, signs, graffiti, or other items that could be evidence of membership in or affiliation with a gang.
2. Committing any act or using any speech, either verbal or nonverbal (gestures, handshakes, etc.), which might indicate membership in or affiliation with a gang.
3. Using any speech or committing any act which might further the interest of any gang or gang activity, including but not limited to:
 - a. Soliciting and/or initiating others for membership in any gang.
 - b. Requesting any person to pay for protection or otherwise intimidating or threatening any person.
 - c. Committing any illegal act or violation of school district policies.
 - d. Inciting other students to act with physical violence upon any other person.
 - e. Engaging in concert with others in intimidating, fighting, assaulting, or threatening to assault others.

LUNCH PERIOD

The following apply to students who remain on, or return to, the campus during regularly scheduled lunch periods. It is expected that all students eating on campus will eat in the cafeteria and that all students will follow the instructions of school staff members. Students who are outside of the building are expected to follow school guidelines and are expected to remain in the commons area, the front of the school or in the student parking area.

Other Lunch Period Rules:

- Students will follow instructions of any school staff member.
- No throwing of any object is permitted.
- No hitting, pushing, running or yelling.

- Remain seated while eating.
- Lunch materials must be picked up around your area.
- Use of a lunch card reported stolen is a punishable offense.

SEVERE CLAUSE

When a student demonstrates an enrollment behavior that defies authority, reflects an uncooperative attitude, threatens the safety of others or self, results in minor to extreme vandalism to school district property, results in theft of school district property, shows unusual or violent conduct, indicates a documented pattern of handbook or district rule violations, a severe consequence will be considered by the principal.

Generally a student moves toward a severe consequence through a series of rule violations. However, the seriousness of an individual act by a student can result in an immediate consideration by the principal to request suspension or expulsion regardless of a student's discipline record to date. (See also Progressive Discipline)

STUDENTS SENT TO THE OFFICE

Students sent to the office are expected to report to the assistant principal or designee. The seriousness of the infraction and the number of times a student is sent will determine the actual consequence with the minimum consequence to be two detentions. The range of action chart will provide further insight to a punishment. A student can also be put on a progressive discipline plan if the cumulative record of the student indicates need.

The principal may, upon advice from a counselor, teacher or parents rearrange the mandated discipline for a student if the rearrangement is in the best interest of the student and Fergus High School. Such arrangements must be done in writing and kept on file in the principal's office.

STUDY BACK TUTORING SERVICES

Freshman and sophomore students who have allowed their grades to drop below a 77% will be required to attend the tutoring services provided during the schools Study Back Tutoring Services. Study back sessions are provided Monday through Thursday from 3:30 to 4:00 in the library. Students in activities will miss practice time until coming off of a study back assignment. Students who fail to attend when assigned will be required to attend after school detention. If a student is unable to bring their grades up after two weeks of Study Back Tutoring Sessions the students teachers will conference with the student. Students in any grade who wish to receive the tutoring services voluntarily are always welcomed to attend.

SUSPENSION AND EXPULSION POLICIES

IN-SCHOOL SUSPENSION - In-school suspension (ISS) is limited to five (5) days yearly. Other suspensions beyond these limits will be handled with out-of-school suspensions. Students suspended in school are not considered absent and are expected to complete all classwork assigned during time in ISS. Students suspended in school will eat their lunch in the office but may attend after-school activities.

OUT-OF-SCHOOL SUSPENSION - The school administration may suspend a student out of school up to ten (10) consecutive school days. In cases of this type, an informal hearing between the principal, student and any other appropriate persons will be conducted. If after the hearing is completed the principal decides that a suspension is necessary, it will become effective immediately. Without a successful learning service experience the absence is considered unexcused, zero's will apply to all classwork missed, and the absence will count toward the Nine-Day Policy. The administration will attempt to notify parents of the affected student by telephone when a suspension is made.

EXPULSION - In the case of expulsion, the Principal will make the recommendation to the District Superintendent. The parents and student will be notified of this action and instructed concerning their rights regarding the due process procedures. If the recommendation of the Principal is followed, the student, parent and their representative, upon request, may have a hearing with the Board of Education. If the hearing is not requested, the Board of Education will take action on the recommendation.

WEAPONS

A student, who uses, possesses, controls, or transfers a firearm, an object that reasonably can be considered a firearm, or a weapon, as defined below shall be subject to immediate suspension with the possibility of an expulsion recommendation to the District Superintendent and School Board. A weapon includes but is not limited to a firearm or knife, sword, a straight razor, a throwing start, nun-chucks, firecrackers, brass or other metal knuckles, or any

instrument, article, or substance that, regardless of its primary function, is used to harm, threaten to harm, or cause injury to another. Examples include pellet and BB guns, fake (or facsimile) weapons or items modified to be a weapon.

SCHOOL DISTRICT NO. 1 - CHEMICAL & TOBACCO POLICY

Revised June 14, 2004

PHILOSOPHY

The goal of our chemical and tobacco policies is to keep our schools and our students' chemical and tobacco free. These policies should provide for learning experiences in the areas of physical, mental, emotional, social and moral development so that our students may become better citizens.

IN SCHOOL OR AT SCHOOL ACTIVITIES

CHEMICAL VIOLATIONS

In school, or at school activities, students who are under the influence¹, possess, or who give away drug paraphernalia, alcohol, marijuana, or other substance defined by law as a "controlled substance" or "dangerous drug" will be subject to immediate disciplinary action at their school of attendance.

A first violation in school, or at school activities, during their school career will result in:²

1. Notification of law enforcement and parents of the student.
2. Suspension from school for up to three (3) days.³
3. Suspension from participation⁴ in all extra-curricular activities for a period of one semester⁵ OR the principal shall extend the option to the student of suspension from participation in all extra-curricular activities for a period of 3 weeks of competition or events⁶ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁷
4. Signed diplomas may be withheld until requirements of this policy are met.
5. Students who are in violation of this policy at graduation practice or at graduation will be excluded from the graduation ceremony.

A second violation in school, or at school activities, during their school career will result in:²

1. Notification of law enforcement and parents of the student.
2. Suspension from school for up to five (5) days.³
3. Suspension from participation⁴ in all extra-curricular activities for a period of one year⁵ OR principal shall extend the option to the student of suspension from participation in all extra-curricular activities for a period of 6 weeks of competition or events⁶ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁷
4. Signed diplomas may be withheld until requirements of this policy are met.
5. Students who are in violation of this policy at graduation practice or at graduation will be excluded from the graduation ceremony.

Further violations in school or at school activities in during their school career will result in:²

1. Notification of law enforcement and parents of the student.
2. Suspension from school for up to ten (10) days.³
3. An expulsion review by the school administration and possible expulsion recommendation to the school board.
4. Administrative review of the incident may result in a refusal to enter school property pending a school board hearing.

CHEMICAL SALE OR DISTRIBUTION VIOLATIONS²

Students who sell or receive compensation for the distribution of drug paraphernalia, alcohol, marijuana, or any other substance defined by law as a "controlled substance" or "dangerous drug" in school or at school activities:

1. Will be turned over to the appropriate law enforcement authorities. Parents of the student will be contacted.
2. Will receive up to ten (10) days out of school suspension.³
3. Will have an expulsion review by the school administration and possible expulsion recommendation to the school board.
4. Additionally, administrative review of the incident may result in a refusal to enter school property pending a school board hearing.

SCHOOL TOBACCO VIOLATIONS

Student use or possession of tobacco or tobacco products in school or at school activities will result in disciplinary action as follows:

First Offense: Suspension³ from school for up to one (1) day, notification of parents and law enforcement, and an explanation of the consequences for subsequent violations. The student will also receive educational material concerning the dangers of tobacco use and the addiction process. The tobacco will be disposed of in the presence of the student.

Second Offense: Suspension³ from school for up to two (2) days, notification of parents and law enforcement, suspension from participation⁴ in all extra-curricular activities for 3 weeks of competition or events⁶ from the date of disciplinary action. The tobacco will be disposed of in the presence of the student.

Further Offenses: Suspension³ from school for up to three (3) days, notification of parents and law enforcement, suspension from participation⁴ in all extra-curricular activities for 6 weeks of competition or events⁶ from the date of disciplinary action. The tobacco will be disposed of in the presence of the student.

ACTIVITIES CHEMICAL & TOBACCO POLICY & GUIDELINES

PHILOSOPHY

All activity participants at School District No. 1 are expected to make personal sacrifices for the good of the individual and the group. It is intended that student-participants will not be in attendance at a function or be riding in a vehicle where tobacco, alcohol, or drugs are located or being used. Self-discipline, accountability and responsibility on the part of each participant are expectations that are held for all. Additionally, it is important for student participants to become positive leaders; positive leaders in, and out, of school and school activities. Successful people succeed in their task by hard work, perseverance, honesty and dedication.

ACTIVITIES CHEMICAL VIOLATIONS

Students who participate in activities will not be under the influence of¹, be in possession of, give away or sell drug paraphernalia, alcohol, marijuana, or another substance defined by law as a "controlled substance" or "dangerous drug." It is intended that students will not be in attendance at a function, or be riding in a vehicle where tobacco, alcohol or drugs are located or being used.

Student activity participants, who admit, whose parent report, who have been found by the administration to have violated the chemical policy, or who have been found guilty of possession or being under the influence, are subject to the chemical policy consequences.

Student activity participants charged by the legal system with a chemical offense may be suspended from participation in their activity (following due process procedures in school policy) until the situation is resolved by the court. If suspended from activities, the student will fulfill all obligations as set forth by this policy. A student awaiting remediation of a charge will not serve more suspension from participation days than the step and offense called for in each situation.

Violations by student activity participants are cumulative⁸ in nature. Starting with the first and subsequent offenses, violations within a two year period will accumulate to determine the actual level of consequence.

First Offense: Suspension from participation⁴ in all extra-curricular activities for a period of one semester⁵ OR the principal shall extend the option to the student of suspension from participation in all extra-curricular activities, in town or away, for a period of 2 weeks of competition or events⁶ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁷

Second Offense: Suspension from participation⁴ in all extra-curricular activities for a period of one year⁵ OR the principal shall extend the option to the student of suspension from participation in all extra-curricular activities, in town or away, for a period of 4 weeks of competition or events⁶ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁶

Further Offenses: Suspension from participation³ in all extra-curricular activities for a period of one year⁴ OR the principal shall extend the option to the student of suspension from participation in all extra-curricular activities, in town or away, for a period of 8 weeks of competition or events⁵ from the date of the disciplinary action and participation in an appropriate chemical awareness experience.⁷

OTHER INFORMATION:

1. Participants who have violated the chemical policy may jeopardize receiving post season letters, trophies, and individual team privileges.
2. The appropriate activity sponsor(s), athletic director and school administration will consider each incident individually according to the policy.
3. Student activity suspensions that run past the end of a season or semester will carry forward to the next season of participation or semester; even if that means going into the next school year.
4. Participants under suspension for chemical use must follow all extra-curricular rules and are subject to consequences at the next step if a violation occurs.
5. Student participants who violate the chemical policy at school or at school activities are subject to the district-wide chemical rules as they relate to all students.

ATHLETICS TOBACCO VIOLATIONS

Students who are participants in athletics will not use tobacco or be in possession of tobacco products. Those in violation will be subject to the following consequences:

First Offense: Suspension from participation⁴ in extra-curricular activities, in town or away, for a period of 2 weeks of competition or events⁶ from the date of the disciplinary action.

Further Offenses: Suspension from participation⁴ in extra-curricular activities, in town or away, for a period of 4 weeks of competition or events⁶ from the date of the disciplinary action.

NOTE: Athletes who violate the tobacco policy at school or at school activities are also subject to tobacco rules as they relate to all students.

CHEMICAL POLICY ENDNOTES

1. Students suspected of chemical use, or who are believed to be under the influence, are expected to fully cooperate with reasonable requests by an administrator. Such requests may include submission to commonly used tests designed to determine chemical use. Students who choose to not cooperate with a request of this type will be treated the same as any other student in a comparable situation who has been found under the influence or found to have violated the expectations of this policy.
2. In school as defined by School Laws of Montana, Section 20-5-201 (d). "... in school or on the premises, on his way to and from school, or during his intermission or recess". A student is considered to be in school whenever he/she is attending or participating in a school activity. During their school career refers to an individual student's career in a given level of schooling. For example, a student's career at the middle school level would be typically two years long; a high school student's is traditionally four years long.
3. Suspension will be for the maximum of the days recommended throughout the Policy and may include in or out of school suspension. After four (4) days of in-school suspension at the school for tobacco or alcohol/drug use, all additional suspensions will be served out of school.
4. Students suspended from participation in extra-curricular activities will not be allowed to perform or compete, or in some way represent School District No. 1, in an extra-curricular activity (in town or away) for the duration of suspension. The student is, however, required to continue with scheduled practices and rehearsals. For the purposes of this policy, the extra-curricular activities included shall be those activities that include some form of performance, contest, competition or representation of School District No. 1. It is useful to note that this definition includes but is not limited to all MHSA sanctioned activities. Some specific activity events are part of credit-bearing courses that involve activities both inside and outside the classroom setting. These activities, for the purposes of this policy shall be defined as those activities beyond the classroom and the immediate scope of graded requirements. Students will not be excluded from the graduation day ceremony as a result of an activity suspension. Example #1 - A student in choir may participate in classroom activities but not perform in concerts as a member of the choir. If part of their grade is determined by the performance, they will be allowed to do other work in lieu of the performance. Example #2 - If a student in FFA is suspended after violation of the activity side of the Chemical and Tobacco Policy, can the attend the Blue-Gold Breakfast which is a function of the Student Council, and what about the Junior/Senior Prom? The answer for the first question is no, while the answer for the second question is yes. While the Student Council does not apply as an extra-curricular activity for the

purposes of this policy, its' event is considered an event which requires school representation. Dances or meetings are not considered activity performances, events of competition or representation, therefore suspensions from them, due to this policy would not be appropriate.

5. A semester is the equivalent of ninety (90) pupil instruction days and a year is the equivalent of one hundred eighty (180) pupil instruction days. A suspended student will serve ninety (90) or one hundred eighty (180) suspension days from activity participation for each semester or year of suspension even if the time carries over to a new school year. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension.
6. Competition or event weeks are weeks when the sport or activity is competing or performing. Weeks during which only practices, or rehearsals take place are not considered competition or event weeks. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension. In cases of canceled events during the spring sports season, students who have met the minimum requirements to participate during a regularly scheduled spring competition (but would not have competed due to an activity suspension) may appeal one week of competition lost due to the cancellation of the event.
7. Appropriate chemical awareness experiences are activities which are designed to help students become aware of drug/alcohol concerns and other issues. These activities will vary depending on the frequency of violations and the age of the student. Potential examples are as follows:

First Offense: Chemical education class or other appropriate educational setting as determined by the school's local chemical counseling provider. The student may not participate in the same chemical education class more than once every two years, as per Endnote number 5. Expenses incurred will not be the responsibility School District No. One.

Second Offense: Referred to the school's local chemical counseling provider for a possible evaluation or additional chemical education class work. Expenses incurred will not be the responsibility School District No. One.

Further Offenses: Referred to the school's local chemical counseling provider for a possible evaluation or additional chemical educational class work. Expenses incurred will not be the responsibility School District No. One.

Note: At school, support groups and counseling are available to all students either assigned or on a volunteer basis. Interested students are to contact the school guidance office.

8. The cumulative nature of the Activities Chemical Policy relates to consecutive offenses within a two year window of violations. Included in possible offenses is an In School or At School Activities offense generated within the mandatory two year aspect of these policies. For example, a participant who violates the Activities Chemical Policy during the football season, later has another chemical violation while in school (but out of season) and finally violates the Activities Chemical Policy again in football the next season would receive an eight week activities suspension. The eight week suspension represents the third offense as per the cumulative nature of the activities policy, again assuming all three violations occurred within two years of the first violation.

"If I had six hours to chop down a tree, I'd spend the first four sharpening the axe."

- Abraham Lincoln

"Don't fear failure so much that you refuse to try new things. The saddest summary of a life contains three descriptions: could have, might have, and should have."

- Louis E. Boone

RANGE OF DISCIPLINARY ACTION

Problem Areas:

1. Tardiness - arriving late to class.
2. Unexcused Absence and Truancy - absences where the parent/legal guardian does not know the whereabouts of the student and/or the student has not been excused from school.
3. Defiance of School Personnel Authority - refusal to comply with reasonable requests of school personnel.
4. Disorderly Conduct - includes profanity and verbal abuse, conduct and/or behavior that is disruptive to the orderly educational procedures at FHS.
5. Use of Tobacco - the use of any type of tobacco product.
6. Theft - taking property that does not belong to you.
7. Destruction of property - destroying or mutilating materials that belong to the school, school personnel or students.
9. Fighting - engaging in physical contact with the purpose of inflicting harm on another person.
10. Alcohol - use, sale or possession of alcohol during a school activity or school day.
11. Physical Assault - physical attack of another, who does not wish to engage in the conflict and who had not provoked it.
12. Arson - attempting to burn property.
13. Drugs - use, possession and sale of narcotics or noxious substances during a school day or school activity.
14. Harassment - intimidation of another individual.
15. Explosive Devices - use, possession of exploding devices in school.
16. On-going acts that lead to progressive discipline plan.

Range of Action:

The range is the maximum and minimum actions that could be taken by the school, except where a student is currently on a progressive discipline plan. The precise action depends upon the severity and regularity of the offense.

| Disciplinary Concern | Range | First Offense Action | Repeated Offense Action |
|---------------------------------|-------|--|--|
| Cheating | Min. | Informal talk | Loss of Privileges |
| | Max. | with Zero's on all Graded Work Suspension | Suspension |
| Classroom Disruption | Min. | Detentions (2) | Detentions (2) |
| | Max. | Suspension | Suspension |
| Defiance of School Authority | Min. | Informal talk | Parent Involvement |
| | Max. | Suspension | Subject to Expulsion |
| Disorderly Conduct | Min. | Informal talk | Parent Involvement |
| | Max. | Suspension | Subject to Expulsion |
| Dress Code | Min. | Clothes changed | Sent home to change |
| | Max. | Sent home to change Zeros for work missed | Parent Involvement Zero's for work missed |
| Electronic Device | Min. | Device Confiscated | Parent Involvement |
| | Max. | Office conference and device confiscated | Suspension |
| Fighting | Min. | Parent involvement with | Escalating OSS Assignments |
| | Max. | Two days OSS, one day ISS Suspension | Subject to Expulsion |
| Forged Notes | Min. | Detention | Detention |
| | Max. | Parent Involvement | Suspension |
| Harassment | Min. | Informal talk | Parent Involvement |
| | Max. | Suspension | Subject to Expulsion |

| Disciplinary Concern | Range | First Offense Action | Repeated Offense Action |
|--|--------------|--|---|
| Hat, etc. in School | Min. Max. | Informal talk Same | Detention Confiscate hat |
| Inappropriate Display of Affection (PDA) | Min. Max. | Informal talk Detention Parent involvement | Parent Involvement Suspension |
| Inciting other Students | Min. Max. | Informal talk Suspension | Parent Involvement Suspension |
| Littering | Min. Max. | Pick up the litter Detention | Detention Suspension |
| Lying | Min. Max. | Informal talk Suspension | Parent Involvement Suspension |
| Misuse of Food or Drink Privileges | Min. Max. | Informal talk Detention | Parent Involvement Suspension |
| Misuse of Passes | Min. Max. | Informal talk Detention | Parent Involvement Suspension |
| Profanity | Min. Max. | Detention Suspension | Detention Suspension |
| Refusal to Accept Discipline | Min. Max. | Informal talk Suspension | Parent Involvement Subject to Expulsion |
| Refusal to Follow Directions | Min. Max. | Informal talk Parent involvement | Detention/Parent Involvement Suspension |
| Running and Rough Housing | Min. Max. | Informal talk Suspension | Parent Involvement Suspension |
| Tardiness | Min. Max. | Informal talk Detention | Parent Involvement Tardy Contract |
| Tobacco Violation | Min. Max. | Parent involvement Suspension | Suspension Subject to Expulsion |
| Truant from Class | Min. Max. | 5% Semester Grade Reduction Same | 5% Semester Grade Reduction Subject to Expulsion |
| Truant from Assembly or Study Hall | Min. Max. | Detention Suspension | Detention Suspension |
| Unexcused Absent | Min. Max. | Lose Credit Same with Detention(s) | Lose Credit Same with Suspension |

The following are examples in which the student may be responsible to both school policy and civil/criminal statutes:

| Disciplinary Concern | Range | First Offense Action | Repeated Offense Action |
|--------------------------------|--------------|---|-------------------------|
| Arson | Min. Max. | Parent involvement Subject to Expulsion | Subject to Expulsion |
| Destruction of School Property | Min. Max. | Parent involvement Suspension/Expulsion & Costs | Subject to Expulsion |
| Drugs and Alcohol | Min. Max. | Parent involvement and Referral Suspension/Expulsion | Subject to Expulsion |

| Disciplinary Concern | Range | First Offense Action | Repeated Offense Action |
|---------------------------------|--------------|--|------------------------------------|
| Physical Assault | Min. Max. | Parent involvement Subject to Expulsion | Subject to Expulsion |
| Parking/Driving | Min. Max. | Informal talk Suspension | Suspension |
| Pulling Fire Alarm | Min. Max. | Parent involvement Turned over to Authorities | Suspension |
| Theft | Min. Max. | Parent Involvement Suspension | Suspension Subject to Expulsion |
| Weapons or Explosive Devices | Min. Max. | Parent involvement Subject to Expulsion | Subject to Expulsion |

NOTE: The seriousness of an act may necessitate the principal providing a greater punishment than what is shown. Generally this would not be the case.

NOTE: The range of actions may not apply for a student who is on a Progressive Discipline Plan.

PROGRESSIVE DISCIPLINE

Continuous infractions or a combination of infractions of the rules by an individual student are a sign to staff and parents that something is happening or has happened that is distracting from the student's ability to focus on academic or personal progress. When a cumulative accounting of a particular student's acts is considered, it may become evident that a structural accounting of the student's school day is necessary to reach successful results. When such a pattern is evident "progressive discipline" will be administered by the principal as a mean to focus attention on the specific acts, and as a guide toward cooperative remediation and academic improvement.

In very extreme cases it may be necessary to recommend expulsion rather than to allow a student to continuously commit acts that disrupt the daily routine and cooperative atmosphere within the school. In such circumstances individual improvement as set forth in the student's plan, will also be weighed by the principal.

Progressive discipline means that the first time a student is identified as having set a pattern for behavioral acts that disrupt the school day or impede personal or academic success, a particular form of discipline will be applied (counseling may be included for self-esteem building). The next time an act is committed a more severe discipline is applied and so forth. Progressive discipline may not be consistent with the handbook range for specific actions because this is a student who shows a greater need for structure than what may be laid out for occasional offenders. Once placed on progressive discipline a student will remain throughout the year or until removed by the principal.

Progressive discipline steps include the following but are not limited to the steps and actions described:

- Step one: Parent conference, three days of ISS, plan for improvement, counseling assigned
- Step two: Parent conference, three days of OSS, plan for improvement, counseling assigned
- Step three: Parent conference, five days of OSS, plan for improvement, counseling assigned
- Step four: Parent called, long term OSS review for expulsion request, or when the principal determines that a sufficient time has elapsed between offenses and the sincerity of the student to improve is evident step #3 may be repeated one time. (See Section on Suspension and Expulsion)

When reviewing a student's record for possible placement on progressive discipline the following criteria may be considered:

- a. record of attendance
- b. record of tardies
- c. academic progress
- d. social progress
- e. attitude toward school
- f. behavior
- g. cooperation
- h. interviews with staff
- i. parental input
- j. participation in school and activities
- k. other (as deemed appropriate)

If the principal determines that more structure is needed to regulate the actions of a student, or to help the student focus on achievement; a plan for improvement will be set up immediately.

The ultimate objective of a plan for improvement is to direct actions of individual students toward defined goals for:

| | | |
|------------------|--|----------------------|
| Attendance | Academic Success | Responsibility |
| Honesty | Consistency | Social Relationships |
| Personal Conduct | Increased Self-Esteem (through counseling) | |

Infractions That May Lead to a Progressive Discipline Plan

| | |
|--|---|
| Chemical Violation | Cheating |
| Distribution of Chemicals | Skipping school |
| Tardies | Unexcused absences |
| Fighting | Inciting other students |
| Hazing other students | Lying |
| Profanity | Inappropriate displays of affection |
| Insubordination | Forged notes |
| Defiance or refusal to follow directions | Theft |
| Parking/driving violations | Careless driving |
| Property damage | Running and roughhousing |
| Refusal to complete school work | Misuse of passes |
| Littering | Acts that cause safety concerns in school |
| Wearing hat in school | Dress code violations |
| Failure to fulfill discipline assigned | |
| Note: Other offenses may be included. | |

SEXUAL HARASSMENT & INTIMIDATION POLICY

The following definitions and examples are statements taken from the Lewistown Public Schools' Sexual Harassment Policy, and in some instances simplified for ease in understanding. The policy in its entirety is available from the District Title IX Coordinator, the Principal's Office, or through either high school counselor.

The District prohibits retaliation against any employee or student because he or she has made a report of alleged sexual harassment, or against any employee or student who has testified, assisted, or participated in the investigation of a report. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or adverse pressure. Retaliation is itself a violation of federal and state regulations prohibiting discrimination, and will lead to disciplinary action. It could also lead to criminal or civil charges against the offender.

This policy applies to individuals attending any events on District property, whether or not District sponsored, and to any school sponsored events, regardless of location.

WHAT IS SEXUAL HARASSMENT?

Sexual harassment is generally defined as unwelcome sexual advances, requests for favors and other verbal, physical and/or visual contact of a sexual nature when:

- Submission is made either explicitly or implicitly a term or condition of an individual's employment or education;
- Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education.
- A conduct or communication has taken place that has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or of creating an intimidating, hostile or offensive employment or educational environment.

WHAT IS SEXUAL INTIMIDATION?

An "intimidating, hostile or offensive employment or educational environment" means an environment in which:

- Unwelcome sexually oriented jokes, innuendoes, obscenities, pictures/posters or any action with sexual connotation makes a student or employee feel uncomfortable.
- Any aggressive, harassing behavior in the work place or school that affects working or learning, whether or not sexual in connotation, is directed toward an individual based on their sex.

EXAMPLES OF SEXUAL HARASSMENT

1. A boyfriend/girlfriend relationship breaks up. One partner or the other makes unwanted advances toward the other. Continuation of an unwanted advance becomes harassment when the individual being pressured tells the other to stop immediately.
2. An individual purposefully lays hands on another in a manner that suggests unwanted sexual interest or which brings embarrassment or humiliation to the offended person.
3. An individual is restrained against their will, either by force or by blocking one's retreat, and the purpose is to imply or threaten sexual activity.
4. Other situations as determined by judicial decisions, or as defined by criminal and civil law.

EXAMPLES OF SEXUAL INTIMIDATION

1. Sexual gestures, verbal abuse, sexually oriented jokes, innuendo or obscenities. (Innuendo means a "hint" about what someone is thinking. It could be a hint that the character or reputation of someone is going to be exposed or attacked.)
2. Display of sexually suggestive objects, pictures, cartoons, or posters.
3. Sexually suggestive letters, notes or invitations.
4. Other situations as determined by judicial decisions, or as defined by criminal and civil law.

REPORTING

Students or employees who believe they may have been harassed or intimidated should contact a counselor, an administrator, the school's Title IX Coordinator, or the first level supervisor who is not involved in the alleged harassment. Persons who feel they are being harassed or intimidated should take the following steps:

1. Inform the individual that his/her behavior is unwelcome, offensive or inappropriate. DO NOT assume or hope that the problem will go away.
2. Notify a counselor, the Title IX Coordinator or an administrator right away. Early reporting assists any investigation.
3. Request a copy of the District's Sexual Harassment Policy and reporting form so that reporting processes are clear.

Finally, keep in mind that you do not have to tolerate this kind of behavior. If your complaint is reasonable and valid, and you come forward, we will support your right to lodge a formal complaint.

STUDENT EDUCATIONAL RECORDS (FERPA)

The following policy and procedures are designed to meet the provisions of the Family Education Rights and Privacy Act (FERPA) and the Montana School Accreditation Standards. Students may request a copy of the Family Education Rights and Privacy Act and its implementing regulations by contacting the school district administration office. A student has the right to report violations of the Family Rights and Privacy Act to the Family Educational Rights and Privacy Act Office, Department of Education, Washington, D.C.

Eligible student shall mean all rights and protections given parents or legal guardians under the Family Education Rights and Privacy Act. This policy transfers to the student when he or she reaches age 18 or enrolls in a post-secondary school.

Student record or education record shall mean records, documents and other materials which contain information directly related to a student and are maintained by the school district or a person acting for the school district. Education record or student record does not include records of instructional, supervisory and administrative personnel and other education personnel which are in the sole possession of the maker and which are not accessible or revealed to any other person except a substitute teacher.

Parents and eligible students have the following rights:

1. The right to inspect and review the student education record.

Parents of students and eligible students may inspect and review the student education records upon request by submitting to the school building principal a written request which identifies as precisely as possible the record or records he or she wishes to inspect.

The principal or other school authority shall make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to seek to correct the student educational record.

Parents of students and eligible students have a right to seek to change any part of the student record they believe is inaccurate, misleading or in violation of students rights.

Procedures for correction of a student's educational record are available in the building principal's office.

3. The right to exercise control over disclosures of information contained in educational records.

The school district does not release information not authorized under Family Education Rights and Privacy Act without consent of the parent, legal guardian, or eligible student. However, the district does release directory information which is not generally considered an invasion of privacy. The information could include, but is not limited to, name, address, parent's name, phone number, age, field of study, height and weight of athlete, participation in officially recognized activities and sports, honor roll, dates of attendance, degrees and awards. If a parent, legal guardian, or eligible student does not want this directory information released, they must notify the building principal in writing within two weeks of the student's enrollment of each school year. Additionally, student records will be forwarded upon request to officials of another school district in which the student seeks or intends to enroll.

4. The right to know the location of student education record.

Generally, an enrolled student's education record is located in the administration office of the school building where the student attends. Upon request by a parent, legal guardian or eligible student, education records will be gathered for purpose of review. Records of students who have graduated from high school remain in their school. Records of students who have transferred out of the district are typically kept at the district they transferred into.

STUDENT RIGHTS AND RESPONSIBILITIES

The following Lewistown Public Schools Rights and Responsibilities Code was approved by the Board of Trustees in August 1977:

Schools are communities within our democratic society and they have as one of their primary functions that of educating students to the fullest extent possible to exercise their rights and to assume responsibilities of citizenship. To achieve this goal Fergus High School's Board of Trustees, staff, students and the parents of the students, must work cooperatively to provide the most effective opportunities while avoiding the extremes of regimentation and authoritarianism on the one hand and anarchy and irresponsibility on the other.

The courts have stated that students have the rights of citizenship as delineated in the Constitution and its amendments; and these rights may not be abridged, obstructed, or, in any other way, altered except in accordance with due process of law. However, no right is absolute; each has its own limitations. One basic limitation is that the exercise of the rights of one individual or group ceases when it infringes on the rights of another. It is important to state that nothing in this handbook is intended to deny those individual rights. The administration and staff of this high school place a high value on these rights. We believe that an open society is one in which the most useful education can and does take place freely between the trustees, parents, students, faculty, and administration. This handbook is intended to enhance an understanding of these rights

ACCESS TO AN EDUCATION:

The Student Has the Right:

- To attend elementary school in the district in which his/her parent(s) or legal guardian resides.
- To attend a high school in a district within the county in which the parent(s) or legal guardian resides.
- To a meaningful education without disruption. "Free quality public elementary and secondary schools", Montana Constitution, 1972, Article X, Section 1.
- To contribute information that will be considered when decisions that affect the quality and content of their education are made.
- To participate in school activities regardless of race, religion, ethnic origin, or economic status.
- To nondiscriminatory practices on the basis of sex in the educational program of activities in accordance with the requirements of Title IX of the Educational Amendments of 1972 as they relate to access to general courses, access to physical education courses, access to vocational courses, counseling, treatment of students, student marital and parental status, athletics, and financial assistance.

The Student Has a Responsibility:

- To comply with the compulsory attendance laws of Montana.
- To pursue the required courses of instruction.
- To be in regular attendance and to be on time to all classes unless excused because of illness, bereavement, or other reasons authorized by District Policies.
- To be subject to the authority and control of the administration, teachers, and supportive staff while in school, on the school premises, on the way to or from school, or while representing the school at an off-campus activity.
- To be knowledgeable of and comply with the policies of the district and the school of attendance.
- To recognize the overall education enterprise to the degree that the welfare of the group has priority over individual rights when these come in conflict.
- To be knowledgeable of Title IX regulations as they relate to the Lewistown Public Schools and follow the School District's Student-Grievance Procedure available for an equitable solution to a Title IX Discriminatory claim.

INQUIRY AND EXPRESSION:

The Student Has the Right:

- To form and hold ideas.
- To present petitions for consideration using the appropriate procedural guidelines provided by the District.
- To produce student publications as authorized under the principle of the First Amendment Guarantee of Freedom of Press.
- To express opinions verbally or in writing.
- To govern his/her appearance while attending school.

The Student Has a Responsibility:

- To appear in such a manner that it does not substantially and directly endanger health and safety, damage property, infringe upon the district's interest in personal cleanliness and decency, or seriously and immediately disrupt the orderly conduct of school business.
- To use freedom of expression so that it does not mock, ridicule, or otherwise deliberately demean or provoke others because of race, religion, national origin, or individual views.
- To avoid libelous or obscene forms of expression.
- To express opinions and beliefs in an appropriate time and place and in a manner that does not interrupt the educational process.
- To assume responsibility as distributor or author of publications and to obtain permission from the building administrator prior to the distribution.

ASSOCIATION

The Student Has the Right:

- To associate with political, social, or various groups without fear of punitive measures being taken against them.
- To utilize school facilities for authorized school-sponsored activities.

The Student Has a Responsibility:

- To be aware of and comply with all law controlling secret organizations.
- To avoid political or social demonstrations which interfere with the operation of the school or classroom.
- To cooperate with the school's administration and faculty in scheduling authorized activities.

PRIVACY AND CONFIDENTIALITY:

The Student Has the Right:

- To respect of personal privacy.
- To confidentiality in practices relating to the collection, maintenance, use and dissemination of information about pupils.
- To inspect and review his/her educational records.

The Student Has a Responsibility:

- To avoid possessing in person or to storing in student lockers, desks, or other school property prohibited articles.
- To know that a school official, or designee, may authorize reasonable searches of lockers and their contents, and upon request the student has a responsibility to disclose the contents of purses, lunch boxes, pockets, book bags, and the like.
- To comply with district procedures for gaining access to and release of records.

PROCEDURAL DUE PROCESS SUSPENSION AND EXPULSION:

The Student Has the Right:

- To oral or written notification of charges.
- To an explanation of evidence held by school authorities.
- To an opportunity to refute the charges.

The Student Has a Responsibility:

- To follow the appropriate procedural guidelines provided by the district when desiring a re-examination of action taken by school officials.
- To act in a manner that demonstrates an appreciation of adjudication as a peaceful means of settling disputes.
- To understand that suspension and expulsion are considered severe disciplinary measures involving exclusion from school for a short period of time (suspension), usually three to five days or for a longer period of time (expulsion), generally until the end of the current school year. School administrators and the Board of Trustees have the authority to suspend. Expulsion is reserved for the School Trustees.

TITLE IX

In an effort to comply with Title IX of the Education Amendments of 1972, the Lewistown Public Schools affirm that no person shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity.

In further effort to comply with the regulations, School District One has appointed a compliance officer to coordinate its Title IX effort. Inquiries concerning Title IX can be referred to the school's compliance officer; Fergus High School Principal Scott A. Dubbs; or by contacting the Director of the Office for Civil Rights, Department of Health, Education, and Welfare, Washington, D.C. In further conformity with Title IX, a grievance procedure has been formulated for use in reference to questions or complaints raised by students of the District dealing specifically with Title IX.

For informational purposes, Title IX is the portion of the Education Amendments, which prohibit sex discrimination in federally assisted education programs. Specifically, Title IX states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

The governing regulations, effective July 21, 1975, cover all aspects of sex discrimination in schools with regard to admissions, treatment of students, and employment.

UNIFORM STUDENT GRIEVANCE PROCEDURE

All students should use this grievance procedure if they believe that the Board, its employees or agents have violated their rights guaranteed by the State or Federal Constitution, State or Federal Statute, or Board Policy.

The District will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Principal

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the principal within sixty (60) days of the event or incident or from the date the grievant could reasonably become aware of such occurrence.

If the complaint alleges a violation of Board policy or procedure, the principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the principal's decision, the grievance may be advanced to Level 3 by requesting in writing that the Superintendent review the principal's decision. This request must be submitted to the Superintendent within fifteen (15) days of the principal's decision.

If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the principal shall turn the complaint over to the Nondiscrimination Coordinator who shall investigate the complaint. The District has appointed Nondiscrimination Coordinators to assist in the handling of discrimination complaints. The Coordinator will complete the investigation and file the report with the Superintendent within thirty (30) days after receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the Superintendent agrees with the recommendation of the Coordinator, the recommendation will be implemented. If the Superintendent rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

Level 3: Superintendent

Upon receipt of the request for review, the Superintendent shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent shall decide the matter within ten (10) days of the meeting and shall notify the parties in writing of the decision. If the Superintendent agrees with the recommendation of the principal, the recommendation will be implemented. If the Superintendent rejects the recommendation of the principal, the matter may either be referred to an outside investigator for further review or resolved by the Superintendent.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Level 4: The Board

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final, unless appealed within the period provided by law.

Level 5: County Superintendent

If the case falls within the jurisdiction of the County Superintendent of Schools, the decision of the Board may be appealed to the County Superintendent by filing a written appeal within thirty (30) days after the final decision of the Board, pursuant to the Rules of School Controversy.

LEADERSHIP

"In any moment of decision, the best thing to do is the right thing, the next best thing to do is the wrong thing, and the worst thing to do is nothing."

- Theodore Roosevelt

Attitude

by
Charles Swindoll

“The longer I live, the more I realize the impact of attitude on life. Attitude, to me is more important than facts. It is more important than the past, than education, than money, than circumstances, than failures than successes, than what other people think or do. It is more important than appearance, giftedness or skill. It will make or break a company... a church... a home. The remarkable thing is we have a choice every day regarding the attitude we will embrace for that day. We cannot change our past... we cannot change the fact that people will act in a certain way. We cannot change the inevitable. The only thing we can do is play on the one string we have, and that is our attitude... I am convinced that life is 10% what happens to me and 90% how I react to it. And so it is with you... we are in charge of our Attitudes.”

GOLDEN EAGLE ACTIVITIES GUIDELINES

INTRODUCTION

The primary purpose of this handbook is to provide participants and their parent(s) or guardian(s) information concerning general activities guidelines and other pertinent information for activity participants at Fergus High School. We are committed to an activities program that is an extension of the educational system through sportsmanship and fair play. Additionally, our goal is to have activity programs that encourage participation and are successful in and out of competition.

Tim Majerus, FHS Assistant Principal
& Activities Director

ACTIVITY, CLUB AND TEAM RULES

Student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior – including consequences for misbehavior – that are stricter than those for students in general. Coaches and activity sponsors are responsible for determining reasonable expectations for the smooth and efficient operation of their team or program. Students will be expected to meet or exceed set standards to be able to participate in activities. If a violation is also a violation of school rules, the consequences specified by the administrator will apply in addition to any consequences specified by the organization.

ACTIVITY PARTICIPATION

Coaches and sponsors are expected to help promote student participation in multiple activities. All freshmen participants will be allowed by coaches &/or advisors to participate in more than one sport or activity during the same season. Freshmen that do participate in more than one sport during an individual sport season will be asked to prioritize one athletic activity over the other for scheduling practices and competitions. It is however, expected that the freshman participant in multiple activities will meet reasonable practice and contest expectations for both group(s) and team(s) involved.

Sophomore, junior and senior level participants are also encouraged to participate in multiple activities but due to team needs and the mental or physical strain of athletics they should not participate in multiple sports during the same sport season.

Students participating in multiple activities will not be allowed to participate in events for more than one activity per day if out of town transportation is required, or if safety and transportation concerns arise.

ACTIVITY TRANSPORTATION

Students who participate in out-of-town extra-curricular activities must travel on school provided transportation. We understand that there will be times when it is necessary for custodial parent(s) or legal guardian(s) to request permission for their student-athlete to return to Lewistown with them after a game or event is over. If this is necessary then an Activity Bus Transportation Release Form must be filled out, signed, and okayed by the parent/guardian and responsible school official prior to leaving the event. *Parents must personally sign the Activities Bus Transportation Release Sign-Off Form at the time of the pickup and agree to accept responsibility for any loss or injury to their child.*

Upon approval, student-athletes will then only be released to their custodial parent(s) or legal guardian(s) when the activity is completed, or earlier, if the activity groups (or family itself) are departing. For example; if the team or group remains at the site of the out-of-town activity, after Fergus High's part in the function is finished, students will remain with the team. If the parents are leaving the site for home, or another location, permission to release the student can be obtained.

ACTIVITY BUS PASSENGER GUIDELINES

The following instructions will help insure a safe, comfortable ride and protect the bus.

1. Remain seated and face the front.
2. Refrain from being excessively noisy. Headphones must be used with tape players.
3. The Coach or Activity Sponsor is responsible to monitor students' conduct on the bus. He/She is also responsible for taking roll immediately after loading.
4. Tape recorders and other hard objects will be stored on the floor or in the baggage compartment. Check with the driver if you have a question.

5. Cold sandwiches, fresh fruit, juice or canned pop, milk in cartons, candy bars, and chips can be consumed on the bus. Food items not allowed include: hamburgers, pizza, tacos, sunflower seeds, drinks in paper cups, milk shakes, malts or ice cream.

In case of an accident where the bus must be evacuated quickly, make every effort to observe the following directions:

1. Proceed in an orderly manner to the exit nearest your seat (the bus driver will point them out to you) that is unobstructed. Leave the bus through these openings.
2. Move to a point 100 feet or more from the bus and gather in a group to make it possible for a check to see if all passengers have been evacuated.
3. Passengers should follow the directions given by the Driver or one of the Sponsors.
4. Passengers are asked to remain QUIET in City Limits.
5. Due to shortage of room inside bus: No large bags allowed, only a small handbag. Blankets and coats shall be allowed, all large bags must go under bus, in baggage compartment.

ALTERNATE ACTIVITY BUS PICK-UP & DROP-OFF

The Board of Trustees, under the direction of our Insurance Carrier, requires each student involved in Fergus High activities to travel from, and back to, Lewistown with their respective activity group on school or activity buses. However, the school does understand that there may be times when families who live out of town may request their student participant be picked up and/or dropped-off at other alternate locations. The District's alternate pick-up and drop-off parking areas when traveling to or from Lewistown will be only at the following locations:

- Hilger Meats parking area in Hilger, for trips going north.
- Eddies Corner parking area at the Junction of Highways 87 & 191, for trips going west or south.
- Little Montana parking area in Grass Range, for trips going east or south.

When making this request parents or guardians understand:

1. That they are responsible for transportation to and from the assigned pick-up and drop-off parking areas and that they assume all liability prior to the student being picked up and all liability after the student has been dropped off. Non family members must be listed below to ride with the student should they drive themselves. A copy of the current vehicle insurance card(s) will be included with this request.
2. That the activity bus will not wait at the assigned pick-up and drop-off points for any student or any student's parent. On a drop-off, if the parent is not there for the student or the student does not have his/her own transportation, the bus will take that student to the high school or junior high with the remaining students and the parent will have to pick them up there.
3. Pick-up and drop-off parking areas will be used by students only after the student's parents have signed and approved this waiver form through Fergus High School or Lewistown Junior High School two-days prior to the activity or event.
4. That students not riding approved or school sponsored transportation to and from activity or school related events will not be allowed to compete, or in any way represent the school or their team.

The Lewistown Public School staff reserves the right to deny requests for pick-up or drop-off for any reason, especially unforeseen circumstances such as weather. The bus driver and coach/activity sponsor will determine whether these alternate stops will be used on a given trip. In the event these alternate stops are not used, all students will leave from and be delivered to Fergus High School or Lewistown Junior High School.

ATTENDANCE & ACTIVITY PARTICIPATION

Participants of school activities must be in school a minimum of one-half day preceding a contest or practice. Any exceptions to this policy must be cleared by administration.

Students are expected to be in school the next day when involved in an activity trip during the week. Generally speaking, activity busses do have seats that will allow students to sleep while returning home. However, there are times when busses return much later than normal. Therefore, exceptions to this rule will be based on the time their activity bus returns from their activity. Students riding activity buses, which return AFTER 1:00 A.M. in the morning, during mid-week activities, will be allowed into school late on the next school day, as per the exceptions shown below.

Exceptions:

1. If the activity bus returns AFTER 1:00 A.M. the students may return to school AFTER first period starts but must be in school before the start of second period. If the activity bus returns at or before 1:00 a.m., that is 12:59 a.m. or sooner, the students must be in school all of the next day.
2. If the activity bus returns AFTER 2:00 A.M. the students may return to school AFTER second period starts but must be in school before the start of third period.
3. If the activity bus returns AFTER 3:00 A.M. the students may return to school AFTER third period starts but must be in school before the start of fourth period.
4. If... AFTER 4:00 A.M.... AFTER fourth period starts....AND SO ON.

AWARDS & HONORS - ACTIVITIES

An awards or recognition night is co-sponsored with the Eagle Booster Club for each sporting season. Each recognition night shall be considered a team function and attendance by team members is a requirement, as are other team functions. Students not attending may forfeit all awards earned.

BEHAVIOR & ACTIVITY PARTICIPATION

All student participants are expected to exhibit acceptable behavior at all times, in and out of season. Students with behavior concerns that arise from school situations must be resolved in an acceptable fashion prior to participating in activity practices, contests or events. This includes suspension and detention responsibilities.

DRESS - ACTIVITY PARTICIPANTS

Student dress for games or travel will be under the control of each individual program director or coach. However, student dress will be neat and clean and within appropriate guidelines; i.e. slacks, dress shirt or sweater, appropriate shoes, (no jeans).

EQUIPMENT & SUPPLIES EXPECTATIONS

Students entrusted with equipment and supplies belonging to School District #1 will receive fines for unreturned, lost, altered, and vandalized items. Fines may be minor but will more than likely cover complete replacement costs of the supplies or equipment involved. Participation in another activity may be limited if current or previous fines are not paid.

EXTRA-CURRICULAR ELIGIBILITY

To be eligible to participate in extracurricular activities at Fergus High School, students must follow the Montana High School Association eligibility rules which state: To be eligible to participate in an MHSA athletic contest, music festival, speech or drama tournament, a student must satisfy the following eligibility requirements:

1. Be regularly enrolled in school.
2. Be in regular attendance from the enrollment date.
3. Be receiving grades in at least 20 periods per week of prepared classwork.
4. Have received a passing grade in at least 20 periods of prepared work per week during the last preceding semester in which the student was in attendance. If a student is assigned an "incomplete" or "condition" in a subject, he or she has not received a passing grade in this subject. The record at the end of a semester is final and scholastic deficiencies, for eligibility purposes, cannot be "made up" in any way.
5. Be younger than 19 years of age on or before August 31st of a given year.
6. Not have been in attendance at any secondary school more than eight (8) semesters. An attendance of 20 days during a semester shall constitute one semester's attendance.
7. For first semester participation be enrolled no later than October 15th, for second semester participation be enrolled no later than the 11th day of that semester.
8. A physical examination is required for students to participate in athletic sports.

FRESHMEN ACTIVITY PARTICIPATION

Coaches and sponsors are expected to help promote student participation in multiple activities. All freshmen participants will be allowed by coaches &/or advisors to participate in more than one sport or activity during the same season. Freshmen that do participate in more than one sport during an individual sport season will be asked to prioritize one athletic activity over the other for scheduling practices and competitions. It is however, expected that the freshman participant in multiple activities will meet reasonable practice and contest expectations for both group(s) and team(s) involved.

Students participating in multiple activities will not be allowed to participate in events for more than one activity per day if out of town transportation is required, or if safety and transportation concerns arise.

INSURANCE - ACTIVITY

There is limited medical coverage through school insurance should a student be injured during school-time, school sponsored competition or practice. When an injury occurs, the student needs to be sure the teacher, coach or advisor has filled out an accident report and turned it in to the high school office. All claims must be submitted to the insured's personal insurance company prior to sending in a claim to school insurance. The student must then pick up an insurance claim form from the high school office with the administration completing Part A: Notice of Injury section. Have his or her parent's then fill out and sign Part B, attach copies of all medical bills and payments to it. The parents should then submit the claim form together with all bills and claim summary of payment from insured on their primary medical insurance to the address listed on the front of the claim form. Additional help can be obtained either from the school or Lewistown Insurance.

Medical treatment must begin within 30 days from the date of the accident. All claims must be completed and submitted to the company within 90 days from the date of the accident. Additional insurance coverage may be available at the beginning of the school year with coverage being effective when the premium is received by the insurance company.

PARTICIPATION FEES

The participation fee at Fergus High School is \$45.00 for one or more MHSA activity. This includes all athletics, speech, drama and cheerleading. A \$30.00 fee will be charged for participation in each of the following activities (with a student activity ticket to be issued): Band, Choir, Intramurals and FFA members.

The fees will be assessed for participation at any level of the program and are non-refundable. All participants, excluding managers, must pay the required participation fee, or obtain a temporary fee-wavier from the office, prior to practice or competition. For activities that require selection of teams that limit participant numbers from that activity, fees will be held in the office until the school day after the team selection process is over. Individuals cut from these activities can pick up unused fees in the office. No other refunds will be allowed, including participation limited by: injuries, quitting, or disciplinary action on the part of the activity directors or the school.

Temporary fee-waivers may be obtained in the office. Students receiving free or reduced lunches may request financial assistance to pay the fees assuming they have applied for free or reduced lunches by using the financial guidelines as established by the OPI for free school lunches. The forms are available from the school office.

PHYSICAL EXAMS

A physical examination is required for each student in order to be considered eligible for participation in all athletic activities, physical conditioning or weight-lifting classes and cheerleading. Fergus High School and the Montana High School Association requires all physical examinations be completed prior to an athlete's first practice. This examination must be certified by a doctor for the current school year and be completed using the current MHSA Physical Examination Form.

PRACTICE

Participants are expected to participate in team practices and other related team functions, however individuals will not practice without their required physical examination or participation fee requirements met. The Montana High School Association does require athletic participants to practice a set number of times prior to competition. Football participants must actively participate on 12 different practice days with a practice day being a minimum of 1 regularly scheduled practice per day. Basketball, wrestling, volleyball, tennis, track and cross country participants must actively participate in their sport on 10 different practice days, while golf participants must actively participate on 5 different practice days. For purposes of competition, a practice cannot be counted unless the participant practices with the team after receiving their physical. Participants who have not paid the participation fee may be restricted from practice and/or competition. Coaches cannot require participants to practice during the off-season.

SPORT SPECIALIZATION

While it is expected that athletes spend quality time in developing skills needed for specific sports, the district's philosophy is to discourage student specialization in only one sport or activity. In fact, coaches and sponsors are expected to help promote student participation in multiple activities. Further, freshman will be allowed by coaches &/or advisors to participate in more than one sport or activity during the same season.

SPORTSMANSHIP EXPECTATIONS

Fergus High School views extra-curricular activities as an educational experience almost as important as a student's academic endeavors. For that reason sportsmanship in our high school is considered very important. The Golden Eagle Spirit exemplifies our feelings in this area.

The Golden Eagle Spirit - *"Sportsmanship is not a set of rules, but a spirit that should guide our behavior each day of our lives, according to the simple idea that we will treat others as we would like to be treated - our personal golden rule."*

In helping students understand The Golden Eagle Spirit, coaches will emphasize the following student participation behavior expectations:

- Accept and understand the seriousness of your responsibility and the privilege of representing the school and community.
- Learn the rules of the game thoroughly and discuss them with parents, fans, fellow students and elementary students. This will assist both them and you in the achievement of a better understanding and appreciation of the game.
- Treat opponents the way you would like to be treated, as a guest or friend.
- Wish opponents good luck before the game and congratulate them in a sincere manner following either victory or defeat.
- Respect the integrity and judgment of game officials. Never argue or make non-verbal gestures that indicate disagreement. This type of immature activity may incite undesirable behavior in the stands and by teammates.

TRAINING RULES

All activity participants at Fergus High School are expected to make personal sacrifices for the good of the group. Self-discipline, accountability and responsibility on the part of each participant are expectations that are held for all. Additionally, it is important for student participants to become positive leaders; positive leaders in, and out, of school and school activities. Successful people succeed in their task by hard work, perseverance, honesty and dedication. Specific expectations and guidelines for ALL student activity participants can be found in the Chemical & Tobacco Policy as listed in the Codebook portion of this handbook.

EDUCATION IS THE KEY

"Education is what's left over after you have forgotten everything you learned in school."

- Albert Einstein

"Education's purpose is to replace an empty mind with an open one."

- Malcolm Forbes, Publisher

"Education is our passport to the future, for tomorrow belongs to the people who prepare for it today."

- Malcolm X, Author & Civil Rights Activists

-
1. Students suspected of chemical use, or who are believed to be under the influence, are expected to fully cooperate with reasonable requests by an administrator. Such requests may include submission to commonly used tests designed to determine chemical use. Students who choose to not cooperate with a request of this type will be treated the same as any other student in a comparable situation who has been found under the influence or found to have violated the expectations of this policy.
 2. In school as defined by School Laws of Montana, Section 20-5-201 (d). "... in school or on the premises, on his way to and from school, or during his intermission or recess". A student is considered to be in school whenever he/she is attending or participating in a school activity. During their school career refers to an individual student's career in a given level of schooling. For example, a student's career at the middle school level would be typically two years long, a high school student's is traditionally four years long.
 3. Suspension will be for the maximum of the days recommended throughout the Policy and may include in or out of school suspension. After four (4) days of in-school suspension at the school for tobacco or alcohol/drug use, all additional suspensions will be served out of school.
 4. Students suspended from participation in extra-curricular activities will not be allowed to perform or compete, or in some way represent School District No. 1, in an extra-curricular activity (in town or away) for the duration of suspension. The student is, however, required to continue with scheduled practices and rehearsals. For the purposes of this policy, the extra-curricular activities included shall be those activities that include some form of performance, contest, competition or representation of School District No. 1. It is useful to note that this definition includes but is not limited to all MHSA sanctioned activities. Some specific activity events are part of credit-bearing courses that involve activities both inside and outside the classroom setting. These activities, for the purposes of this policy shall be defined as those activities beyond the classroom and the immediate scope of graded requirements. Students will not be excluded from the graduation day ceremony as a result of an activity suspension. Example #1 - A student in choir may participate in classroom activities but not perform in concerts as a member of the choir. If part of their grade is determined by the performance, they will be allowed to do other work in lieu of the performance. Example #2 - If a student in FFA is suspended after violation of the activity side of the Chemical and Tobacco Policy, can the attend the Blue-Gold Breakfast which is a function of the Student Council, and what about the Junior/Senior Prom? The answer for the first question is no, while the answer for the second question is yes. While the Student Council does not apply as an extra-curricular activity for the purposes of this policy, its' event is considered an event which requires school representation. Dances or meetings are not considered activity performances, events of competition or representation, therefore suspensions from them, due to this policy would not be appropriate.
 5. A semester is the equivalent of ninety (90) pupil instruction days and a year is the equivalent of one hundred eighty (180) pupil instruction days. A suspended student will serve ninety (90) or one hundred eighty (180) suspension days from activity participation for each semester or year of suspension even if the time carries over to a new school year. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension.
 6. Competition or event weeks are weeks when the sport or activity is competing or performing. Weeks during which only practices, or rehearsals take place are not considered competition or event weeks. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension. In cases of canceled events during the spring sports season, students who have met the minimum requirements to participate during a regularly scheduled spring competition (but would not have competed due to an activity suspension) may appeal one week of competition lost due to the cancellation of the event.
 7. Appropriate chemical awareness experiences are activities which are designed to help students become aware of drug/alcohol concerns and other issues. These activities will vary depending on the frequency of violations and the age of the student. Potential examples are as follows:

First Offense: Chemical education class or other appropriate educational setting as determined by the school's local chemical counseling provider. The student may not participate in the same chemical education class more than once every two years, as per Endnote number 5. Expenses incurred will not be the responsibility School District No. One.

Second Offense: Referred to the school's local chemical counseling provider for a possible evaluation or additional chemical education class work. Expenses incurred will not be the responsibility School District No. One.

Further Offense(s): Referred to the school's local chemical counseling provider for a possible evaluation or additional chemical educational class work. Expenses incurred will not be the responsibility School District No. One.

Note: At school, support groups and counseling are available to all students either assigned or on a volunteer basis. Interested students are to contact the school guidance office.

- ⁸. The cumulative nature of the Activities Chemical Policy relates to consecutive offenses within a two year window of violations. Included in possible offenses is an In School or At School Activities offense generated within the mandatory two year aspect of these policies. For example, a participant who violates the Activities Chemical Policy during the football season, later has another chemical violation while in school (but out of season) and finally violates the Activities Chemical Policy again in football the next season would receive an eight week activities suspension. The eight week suspension represents the third offense as per the cumulative nature of the activities policy, again assuming all three violations occurred within two years of the first violation.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

20

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

ITEM TITLE: APPROVE FERGUS HIGH SCHOOL 2009-2010 RENAISSANCE HANDBOOK

Requested By: Board of Trustees **Prepared By:** Scott Dubbs **Date:** 05/11/2009

SUMMARY:

The Board of Trustees needs to approve the Fergus High School 2009-2010 Renaissance Handbook.

SUGGESTED ACTION: Approve Fergus High School 2009-2010 Renaissance Handbook

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

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |



FERGUS HIGH SCHOOL
Home of the
"GOLDEN EAGLES"
"Excellence Today, Success Tomorrow"

**EAGLE RENAISSANCE
HANDBOOK 2009-2010**

Scott A. Dubbs
PRINCIPAL

Tim Majerus
ASSISTANT-PRINCIPAL/ACTIVITIES

Jim Daniels
ATHLETIC DIRECTOR

1001 Casino Creek Drive
Lewistown, Montana
www.fergus.lewistown.k12.mt.us

Telephone: (406) 535-2321 Fax: (406) 535-3835

This agenda belongs to:

NAME _____

ADDRESS _____

CITY/TOWN _____ ZIP _____

PHONE _____

STUDENT NO. _____

PLEASE NOTE: The front cover is sensitive to extreme heat. Do not leave in direct sunlight.

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FERGUS HIGH SCHOOL DIRECTORY

2009-2010

BOARD OF TRUSTEES

| | |
|-----------------------|------------------------------|
| Dave Byerly, Chairman | Becky Jackson, Vice-Chairman |
| Jeremy Bristol | Tara Cutler |
| Jennifer Granot | Stan Monger |
| Mary Schelle | |

ADMINISTRATION

Jason Butcher, Superintendent
Scott A. Dubbs, Principal
Tim Majerus, Assistant Principal
Jim Daniels, Athletic Director

TEACHING STAFF

| | | |
|--------------------|-------------------|---------------------|
| Armstad, Sandy | Gebert, Gary | O'Halloran, Brandon |
| Social Studies | Science | Choral Music |
| Borgreen, LaVonne | Guyer, Justin | Olson, Steve |
| Foreign Language | Science | Health Enhance. |
| Brandon, Luke * | Heser, Holly | Rinaldi, Linda |
| English | English | Resource |
| Breidenbach, | Hudson, Troy | Roche, Newell |
| Sherry -Resource | Mathematics | Social Studies |
| & Health Enhanc. | Kuntzelman, Fawna | Ruland, Kate |
| Breidenbach, Brad | English | Art |
| Computers & | Kuntzelman, Rich | Rutherford, Cindy * |
| Title I Reading | Instrumental | Resource |
| Brosseau, Dick * | Music | Rutledge, Robert |
| Science | Lewis, Diane | Guidance |
| Drivdahl, Loren | Business | Slagel, Debra * |
| Industrial Tech. | Long, Jarod | Guidance |
| Durbin, Karen | Agriculture | Smith, Melanie |
| Family & Cons. Sci | Long, Leslie | English |
| Feller, Victor | Resource | Stenseth, Rhonda |
| Mathematics | Mangold, Mike | Mathematics |
| Friesen, Jeff | Science/Health | Wright, Beau |
| Librarian | Enhancement | Social Studies |
| | Nelson, Denise * | |
| * Academy | Mathematics | |

NON-TEACHING STAFF

| | | |
|-------------------|----------------------|-----------------|
| Bowen, Connie | Johnson, Debra | Tindall, Shari |
| Resource Aide | Food Service | Study Hall |
| Burns, Mary | Martin, Ken | Monitor & |
| Resource Aide | Head Custodian | Renaissance |
| Hanson, Karen | Moline, Robin | Coordinator. |
| Food Service | Secretary to | Wahl, Gloria |
| Hartford, Ryan | Principal | Title I Tutor/ |
| School Resource | Pfau, Wendy | Library Asst. |
| Officer | Activities Secretary | Wright, Rick |
| Hodges, Sheryl | Rogan, Jean | Psychologist |
| Resource Aide | Res. Job Coach | TBA |
| Kelly, Steve | Rutledge, Susan | Attn. Secretary |
| Custodian | Resource Aide | TBA |
| Kolar, Lorna | Spoja, Mary Helen | Custodian |
| Records Secretary | Choral | TBA |
| Knox, Gary | Accompanist | Food Service |
| Custodian | Sanders, Betty | |
| | Resource Aide | |

FHS ADVISORS & COACHING STAFFS

Activities Director -Tim Majerus Athletic Director -Jim Daniels

Note: An advisor must be present at all meetings and other activities.
 All activities and fund-raisers planned by organizations must be approved by the Principal and cleared through the Student Council.
 Athletics, Cheerleading, Band, Choir, and FFA also have accounts in the 284 Enterprise Fund and must work with the athletic director when it comes to purchase orders and activities.

| | | |
|---------------------------|----------------------------|--------------------------------|
| Annual | Cheerleading | "F" Club |
| Fawna Kuntzelman | Jennifer Pfau, Head | Vic Feller, Head |
| Band | Sarah Kadrmas | Jim Daniels |
| Rich Kuntzelman | Choir | Suzy Flentie |
| Basketball - Boys | Brandon O'Halloran | Gary Gebert |
| Ron Miller, Head | CM Youth Mentoring | Football - Boys |
| Brad Breidenbach | Rachel Stansberry, | Gary Gebert, Head |
| Jim Graham | Smith Works | Vic Feller |
| Basketball - Girls | Cross Country-Girls | Steve Foy |
| Bret McKee, Head | Suzy Flentie, Head | Troy Hudson |
| Rhonda Stenseth | FCCLA | Steve Paulson |
| Jim Daniels | Karen Durbin | Rick Wright |
| BPA | FFA | Golf - Boys & Girls |
| Diane Lewis | Jarod Long | Rick Fuzesy, Head |
| | | Scott Koterba |

| | | |
|---|--|--|
| Key Club Debra Slagel | SkillsUSA Loren Drivdahl | Vic Feller Suzy Flentie Steve Paulson |
| Magazine Sales Robin Moline | Speech & Drama Janet Mann, Head Luke Brandon Laurel Walker | Volleyball - Girls Tara Taylor, Head Brenda Adams Josie Krause |
| NHS "Claws" Jeff Friesen | Student Council Beau Wright, Head Melanie Smith Scott Dubbs, Admin. | Wrestling - Boys Chad Armstrong, Head Coach Mike Mangold |
| School Newspaper Luke Brandon | Tennis-Boys & Girls Diane Lewis, Head Brett McKee Stephanie Vise | Youth Alive Diane Lewis, Robert Rutledge Karen Durbin |
| School Play Sandy Armstad Luke Brandon | Track -Boys & Girls Steve Olson, Head | |
| Ski Club Scott Stansberry | | |

FERGUS HIGH CLASS ADVISORS

FRESHMAN CLASS

Steve Olson, Head.
Vic Feller , 1st Asst.
Rich Kuntzelman
Troy Hudson
Karen Durbin
Robert Rutledge
Rhonda Stinseth
LaVonne Borgreen

JUNIOR CLASS

Melanie Smith, Head
Denise Nelson, 1st Asst.
Newell Roche
Luke Brandon
Fawna Kuntzelman
Gary Gebert
Diane Lewis

SOPHOMORE CLASS

Dick Brosseau, Head
Loren Drivdahl, 1st Asst.
Brandon O'Halloran
Jared Long
Kate Ruland
Brad Breidenbach
Linda Rinaldi
Cindy Rutherford

SENIOR CLASS

Justin Guyer, Head
Sherry Breidenbach, 1st Asst.
Mike Mangold
Jeff Friesen
Leslie Long
Debra Slagel
Holly Hesar
Sandy Armstad

Note: It is the Head Advisor's duty to organize the events of the class, schedule supervisory duties, etc. An advisor must be present at all Class Meetings, work sessions and events sponsored by the class. Dances must be chaperoned by the Class Sponsors. (Head Advisors are to delegate duties to all other advisors.) All activities planned by classes must be approved by the Student Council and the Administration. Purchase order numbers must be obtained from the Student Activity Secretary prior to purchases being made.

FHS STUDENT GOVERNMENT 2009-2010 OFFICERS

Student Body President – Shannon Gilskey
Student Body Vice President – Arielle Allen
Student Body Secretary – Leann Quinlan
Student Body Treasurer – Zach Damby
Student Board Representative – LeAnn Quinlan

SENIOR CLASS

President:
Sam Anderson
Vice President:
Grady Kepler
Secretary/Treasurer:
Brinna Boettger
Representatives:
Jamie Colver

JUNIOR CLASS

President:
Courtney Colver
Vice President:
Emily Daniels
Secretary/Treasurer:
Kylee Snapp
Representatives:
Maggie Matchett
Maija Burns

SOPHOMORE CLASS

President:
Ella Goodwyn
Vice President:
Julie Spika
Secretary/Treasurer:
Sunni Hecht
Representatives:
Sierra Fox
Madisen Cook

FRESHMAN CLASS –

President:
McCalle Feller
Vice President:
Kiera Bulluck
Secretary/Treasurer:
Molly Daniels
Representatives:
Christopher Morucci
Sydney Stivers

HOW TO CHOOSE CLASSES

When choosing classes, students need to consider their interests and goals as well as to pay attention to what is required yearly. There are also prerequisites to some courses. The preliminary courses and grade requirements must be

met before a student is let into those courses. Check your direction carefully and review what you need to do to reach your goal. Every student is required to maintain a Portfolio.

Students are expected to be full-time and must be signed up for six classes each semester. The seventh period can be a

study hall or a seventh class. Study hall is recommended for those students who need the study time or would be overwhelmed with a seventh class.

There are two general tracts that students generally follow. The first is one of college preparation; the second is more vocational or skill building. Following either tract is an acceptable decision, but deciding a direction early will allow the best preparation.

For those students interested in college, there are advanced placement courses for college credit. Those in the vocational tract can now take many of our vocational classes here at FHS. Additionally there are many Tech Prep courses that will allow students to earn credit from MSU-Northern, Helena College of Technology, MSU – Great Falls COT, and several other institutions, such as the Art Institute of Seattle.

Each student must build their schedule around the 17 required courses at Fergus High. Those classes are listed in recommended sequence below.

There is plenty of opportunity to work in advanced and vocational classes along the way. The senior year offers the best opportunity to take specialty classes just as long as all prerequisites are taken first.

RECOMMENDED CLASSES (17 credits total)

FRESHMAN

- ❖ Mathematics
- ❖ English 9
- ❖ Earth Science
- Keyboarding (recommended)
- ❖ Health 09 (one sem.)
- ❖ P.E. 09 (one sem.)

SOPHOMORES

- ❖ Mathematics
- ❖ English 10
- ❖ Biology
- ❖ Health & P.E. 10
- ❖ World History

JUNIORS

- ❖ Mathematics
- ❖ English 11
- ❖ Science
- ❖ American History

SENIORS

- ❖ English 12 or AP English 12
- ❖ P.A.D. or AP Government
- Mathematics
- ❖ 1 credit of Voc. Education
- ❖ 1 credit Fine Arts

❖ *Indicates a Required Class*

GRADUATION REQUIREMENTS (REVISED JULY, 1990)

Requirements established by the State Board of Education and the Trustees of School District Number One must be met to receive a diploma from Fergus High School.

Each student must attend a minimum of eight semesters in

an approved or secondary program.

All graduation requirements must be met to be eligible to participate in the graduation ceremony. Fergus High School graduating seniors shall have satisfactorily completed the following graduation requirements:

Each student must have completed a minimum of 22 units of credit. Seventeen (17) of these credits shall be in mathematics, arts, sciences, social studies, English, business, industrial technology, agriculture, home economics, music, drama or journalism. The remaining five may be from the co-curricular subjects such as: office, teacher or computer aide; vocational internships or from the same group as the seventeen (17) credit requirements outlined above. A student may complete as much as 1 1/2 credits through correspondence courses after completion of the junior year (if graduation is possible at the end of their senior year). An exception are courses taken through the school's summer credit recovery program. The High School Principal shall be the final authority on approval of correspondence courses.

Each student must satisfactorily complete the following subject matter:

Mathematics:

Three (3) credits of mathematics. *One (1) credit may be cross-over credit.*

Science:

Three (3) credits of science. *One (1) credit may be cross-over credit.*

Social Science:

One (1) credit of World History. One (1) credit of American History.
One (1) credit of Senior Level Government (or PAD).

English:

Four (4) credits of English; English 9, 10, 11 & 12

Health Enhancement:

Two (2) credits of Physical Education and Health.

Fine Arts:

One (1) credit of Fine Arts chosen from Music, Art or Drama.

Vocational Education:

One (1) credit to be chosen from Business, Industrial Technology, Family and Consumer Science, or Agriculture Education.

Each student will be allowed only one study hall each semester.

Students who use vocational classes for cross-over credit cannot use the same class to satisfy the one credit vocational requirement.

COLLEGE PREPATORY CURRICULUM & ADMISSIONS REQUIREMENTS

In order to improve students' preparation for college-level work, the Montana Board of Regents of Higher Education requires the following College Preparatory Program for students who wish to enter into a 4-year campus of the Montana University System (does not apply to the Colleges of Technology) beginning with the fall term.

Four years of English: In each year the content of the courses would have emphasis upon the development of written and oral communication skills and literature.

3 Years of Social Studies: The courses shall include Global Studies (such as World History or World Geography); American History; and Government, Economics, Indian History or other third year courses.

3 Years of Mathematics: Courses shall include Algebra I, Geometry and Algebra II (or the sequential content equivalent of these courses). Students are encouraged to take a math course in their senior year.

2 Years of Laboratory Science: One year must be earth science, biology, chemistry, or physics; the other year can be one of

those sciences or another approved college preparatory laboratory science.

Two years chosen from the following:

- Foreign Language (preferably two years)
- Computer Science
- Visual and Performing Arts
- Vocational Education units which meet the Office of Public Instruction guidelines.

Mathematics Standards

Beginning in 2005, students applying to the four-year programs of the Montana University System must earn minimum scores of 16 on the math portion of the ACT test, 390 on the math section of the SAT, or 3 on an Advanced Placement calculus exam. In 2006, those minimum scores will rise to an ACT math score of 17 or an SAT math score of 420; then in 2007, an ACT math score of 18 or SAT math score of 440. Alternately, students can complete a Rigorous High School Core, including four years of mathematics with grades of C or better.

Writing Proficiency Standards

Beginning in 2009, applying to the four-year programs of the Montana University System must satisfy a writing proficiency standard. For the fall of 2009 and the following years, students must earn a minimum score of:

- 7 on the Writing Subscore or an equivalent score on the Combined English/Writing section of the Optional Writing Test of the ACT; or
- 7 on the Essay or an equivalent score on the Writing Section of the SAT; or
- 3.5 on the Montana University System Writing Assessment; or
- 3 on the AP English Language or English Literature Examination.

The writing proficiency standard will be phased in, beginning in 2007. For the fall of 2007, students must earn a minimum score of:

- 5 on the Writing Subscore or 16 on the Combined English/Writing section of the Optional Writing Test of the ACT; or
- 5 on the Essay or 390 on the Writing Section of the SAT; or
- 2.5 on the Montana University System Writing Assessment, or
- 3 on the AP English Language or English Literature Examination.

For the fall 2008, students must earn a minimum score of:

- 6 on the Writing Subscore or an equivalent score on the Combined English/Writing section of the Optional Writing Test of the ACT; or
- 6 on the Essay or an equivalent score on the Writing Section of the SAT; or

- 3 on the Montana University System Writing Assessment; or
- 3 on the AP English Language or English Literature Examination

FHS HONOR'S CURRICULUM

To encourage our top students to take a more challenging curriculum particularly during their junior and senior years and to recognize their accomplishment for completing it, Fergus High School has developed an Honor's Curriculum. In addition to meeting all FHS graduation requirements, each student in completing this curriculum will be expected to meet each additional Honor's Curriculum expectation:

- Meet all College Prep requirements of the Montana University System.
- Complete four Math classes (no cross-over classes).
- Complete four Science classes (no cross-over classes).
- Complete two Foreign Language classes.
- Complete two Advanced Placement classes.

Students may use independent courses as approved by the Academic Comm. and Principal.

COUNSELING

Academic Counseling - Students and parents are encouraged to

talk with a school counselor, teacher, or principal to learn about course offerings, the graduation requirements of various programs, and early graduation procedures. Each spring, students in grades 8-11 will be provided information on anticipated course offerings for the next year and other information that will help them make the most of academic and vocational opportunities

Students who are interested in attending a college, university, or training school or pursuing some other type of advanced education should work closely with their counselor so that they take the high school courses that best prepare them. The counselor can also provide information about entrance examinations and deadlines for application, as well as information about automatic admission to state colleges and universities, financial aid, housing, and scholarships.

Personal Counseling - The school counselor is available to assist students with a wide range of personal concerns, including such areas as social, family, or emotional issues, or substance abuse. The counselor may also make available information about community resources to address these concerns. Students who wish to meet with the counselor should contact the counselors directly or the FHS office.

Please note: The school will not conduct a psychological examination, test, or treatment without first obtaining the parent's written consent, unless required by state or federal law for special education purposes.

VOCATIONAL WORK PROGRAM

Senior students are allowed to schedule one period per day as a cooperative vocational work class. Credit will be received for the work time associated with the program.

Rules and regulations must be followed and poor grades can be a reason for removing the student from the program. Our cooperative work program is an excellent way for seniors to earn experience and money for post-secondary schooling.

COURSE CLASSIFICATION

Courses at Fergus High School include or will include: (1) one semester courses which are complete in themselves and for which credit may be awarded without reference to any other course; (2) two semester courses in which the second semester's work follows, in logical sequence, the learning involved in the first semester.

DROP/ADD

Students requesting to drop or add classes will be considered

at the beginning of each semester for five (5) days. Following that period only special cases will be considered and a WP (withdrawal/passing) or WF (withdrawal/failing) will be entered on the permanent record.

INFINITE CAMPUS PORTAL & RECORDS

Fergus High School students and their parents have access to grades, attendance, assessment scores and schedules online through their Infinite Campus account. Directions for the website and specific information needed for account creation may be obtained in the high school office.

will use the District's marking system listed below:

| Letter Grade | % Equivalent |
|--------------|-------------------------------|
| A | 96, 97, 98, 99 |
| A- | 93, 94, 95 |
| B+ | 91, 92 |
| B | 89, 90 |
| B- | 87, 88 |
| C+ | 84, 85, 86 |
| C | 80, 81, 82, 83 |
| C- | 77, 78, 79 |
| D+ | 75, 76 |
| D | 72, 73, 74 |
| D- | 70, 71 |
| F | Denotes failing work & effort |

Only letter grades will be used when making entries on report cards and permanent records. Semester test scores will count when averaging a semester grade.

GRADING SCALE

When evaluating the academic efforts of students, instructors

WHEN YOU NEED TO LEAVE SCHOOL

Any time you need to leave the building for an appointment, either bring a note from home or have your parents call the school, then get a "PERMIT TO LEAVE SCHOOL" form from the office. Use this form to get out of class. Then sign your name in the time you leave in the Sign-Out book in the office. The office will fill out the top half of the "PERMIT TO LEAVE SCHOOL" form, the receptionist or doctor fills out the bottom half of the form at your appointment - including the time you leave. When you return to school after your appointment, give this form to the attendance secretary, write the time you returned in the Sign-Out book, get an "Excused Admit to Class", then go to class.

HONOR PASS

Junior and Senior students who have a previous quarter grade point of 3.00 (or higher) are potentially eligible for an Honor Pass. Honor Passes enable students to study in the lobby or leave campus during the designated period, assuming each student and their parent/guardian are willing to complete and meet the expectations of the FHS Honor Pass Contract. Privileges may be revoked for student trancies, failing grades, inappropriate behavior, or loitering in or out of the school.

HONOR ROLL

Fergus High School publishes the Honor Roll listing two weeks after the completion of both first and second semesters. To earn a place on the Honor Roll a student must earn a minimum semester grade point average of 3.00. In addition, the Honor Roll will have divisions indicating students who have earned a straight A (4.00) average, an A- (3.67+) average, a B+ (3.33+) average, and a B (3.00+) average.

INCOMPLETES

Occasionally, due to uncontrollable circumstances, a student may not have completed class requirements at the end of a quarter. In such cases students are responsible

to make arrangements with teachers to complete all unfinished assignments. Unless principal permission is allowed for an extension, incompletes will be made up and the grade turned in to the office by the end of the second week following completion of the grading term (generally the tenth school day of the next quarter).

REPORT CARDS

Normally report cards will be handed out to students by Wednesday after each marking period is finished. The fourth quarter report card at the end of the school year may be held pending payment of fines.

SEMESTER TESTS

All students are expected to take semester tests during their scheduled teaching period. The testing schedule will be announced prior to the end of each semester.

STUDENT CLASSIFICATION

Students are placed into grade levels according to the number of high school credits they have earned previously. In order to move to the sophomore level a student must have completed 1.5 credits of English, Mathematics, Science, or Health Enhancement and must have a minimum of 3 credits overall. juniors must have earned 9

credits overall and seniors must have earned 15 credits overall.

STUDENT LOAD

A minimum course load for a student is six full-time courses or their equivalency, making a total of seven assignments.

WITHDRAW PROCEDURES

1. Students moving out of the district should withdraw from school (or will be withdrawn) unless special

permission is obtained from the principal.

2. Parent must come in to sign withdrawal papers.
3. Student withdrawal procedure starts in the Principal's Office.
4. All books must be cleared from the locker. All accounts must be cleared.
5. Student takes the withdrawal papers to all identified teachers and offices for signature, and returns the papers to the Principal's Office.

LATE ARRIVAL FROM AN ACTIVITY

To assure that late arrivals from an out-of-town trip don't cause students to come to school without proper rest the following schedule is in force.

If the return time is:

Up to 12:59 am
1:00 to 1:59 am
2:00 to 2:59 am
3:00 to 3:59 am

Must be in class by:

Start of first period
Start of second period
Start of third period
Start of fourth period

And so on! The school takes into account that the students will need to obtain some rest on the bus while en route home.

ACTIVITY TRANSPORTATION

Students who participate in out of town extracurricular activities are expected to travel on school transportation. We understand that there will be times when it is necessary for custodial parent(s) or legal

guardian(s) to request permission for their student athlete to return to Lewistown with them after a game or event is over. If this is necessary, then an Activity Bus Transportation Release Form must be filled out, signed, and okayed by the parent/guardian and responsible school official

prior to leaving the event.

Upon approval, student athletes will then only be released to their custodial parent(s) or legal guardian(s) when the activity is completed, or earlier, if the activity group (or family itself) is departing. All other transportation expectations can be found in the Fergus High Code and Activities Handbook.

ANNOUNCEMENTS

Students are expected to keep current on all announcements. The school functions and activities for each week will be announced over the intercom starting each Monday morning. Please have announcements in the office by Friday to be in the weekly bulletin.

Daily announcements will be announced over the intercom at the beginning of second period.

CHEATING

The goal of Fergus High School is to provide an educational environment for students conducive to learning and the development of wholesome values. Honest and integrity are two such values. Whether inside or outside the classroom setting cheating is unethical and unacceptable. Students who share their work with others, as well as those who misrepresent the work of others

as their own, may be considered to be cheating.

In cases of cheating appropriate disciplinary action will be taken. The actions listed below will be followed:

1. Students cheating on tests or assignments will receive a zero for the test or assignment in question.
2. Parents of students cheating will be notified personally by the teacher.
3. A discipline referral will be filled out by the teacher and turned into the office, with a copy sent home at that time.
4. National Honor Society members who are caught cheating are subject to the rules of the society and will be reported to the advisor by the teacher and the administration.
5. In cases where students warrant additional consequences the administration will make a determination of the appropriate consequence which may result in loss of credit or removal from class and a possible suspension.

FIRE DRILLS

Fire drills are held periodically throughout the year. Drill instructions will be given to teachers who pass them on to all students.

FUND-RAISING

Student clubs or classes, outside organizations, and/or parent groups occasionally may be permitted to conduct fund-raising drives for approved school purposes. An application for permission must be made to the principal and student council advisor a minimum of 2 days before the event.

Except as approved by the principal, fund-raising by non-school groups is not permitted on school property.

HALL PASSES

Infrequently, there is a need to work with a teacher other than the one to whom the student has been assigned that hour. This necessitates a "pass slip" system with the following regulations:

1. The teacher with whom the student plans to meet prepares the slip (other teachers are not allowed to initiate the process).
2. The slip is presented to the teacher to whom the student is daily assigned. He or she will sign it, insert the time, and return it to the student. The student, in turn, presents it to the issuing teacher upon his or her arrival. No other passes are to be issued.

LOCKERS

Hall lockers with combination locks are provided for each student. Students are to keep their lockers locked at all times. Switching of lockers is allowed only with office permission. Students who switch lockers without office permission are responsible for the condition of the locker assigned to them. Lockers are to be kept clean, neat, and in good repair. Students are financially responsible for damage to lockers.

LOST AND FOUND

Lost and found articles will be kept in the office. Upon proper identification of the lost article, the student may establish claim to it. Lost and found items will be donated to charity after two weeks. Students are reminded that the utmost care should be taken to keep cash, billfolds, and other items of personal value with them. Items left when school lets out in the spring will be disposed of after two weeks.

MAKE UP WORK

Makeup work for excused absences is counted full value at a rate of two school days for each day missed up to five days total. Students wishing extensions on the time limit may request directly to the teacher. The principal will hear appeals if they are requested.

NON-ENDORSED STUDENT PROGRAMS

Students and parents need to be aware that there are many programs available to students through state and national outlets that encourage participation by identifying individual students as "having been selected" or nominated for special recognition. These programs always require payment. And, they encourage the payment to come from any of the following sources.

1. Self or family up-front payment.
2. Purchase of a book or other document.
3. A community fundraiser for the individual selected.
4. Ask service clubs to contribute to the costs.
5. Ask the school to finance the costs.

These programs generally target scholarship and athletics. Students and parents should contact the high school principal to see if the program is endorsed by Fergus High School before proceeding with involvement. Fergus High School will not contribute financially to an individual wishing to participate in one of these programs, nor will we endorse individual community fund-raisers or individual financial requests from service clubs.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance will be read on each Monday morning prior to the student announcements.

SCHOOL DANCES

1. School organizations may hold dances with the consent of the advisors, the Student Council, and the Principal.
2. All persons attending Fergus High School sponsored dances must be properly identified as currently enrolled Fergus High School students before being admitted.
3. Guest passes will be considered for special dances.
4. Students will not be admitted after one-half hour from the beginning of a dance. Exceptions will be made only by permission from the principal.
5. Students leaving the building during a dance will not be readmitted.
6. Dances will not be held past midnight without special permission from the principal.

SCHOOL IMPROVEMENT

FHS is dedicated to the concepts and practices association with the School Improvement movement. Student Council, in coordination with the administration and the Advanced English 11 class help facilitate school improvement efforts and communication between all groups. Students with interests related to possible changes are encouraged to work with Student Council in support of school improvement. Contact the student council advisor or the principal if you are interested in helping with the many individual committee efforts.



SPORTSMANSHIP ***"The Golden Eagle Spirit"***

"Sportsmanship is not a set of rules, but a spirit that should guide our behavior each day of our lives, according to the simple idea that we will treat others as we would like to be

treated - our personal golden rule."

VISITORS

Parents and others are welcome to visit District schools. For the safety of those within the school, all visitors must first report to the office. Visits to individual class-rooms during instructional time are permitted only with approval of the principal and teacher and so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment. Typically, student visitors are not former FHS students and are new to Lewistown. All visitors are asked to keep a visitor identification badge with them at all times.

WEATHER DISMISSALS

If District buses leave early for the rural areas because of inclement weather and school remains in session for town students, students living out of town who drive cars will not be dismissed early unless the students' parents or guardians are first contacted.



FHS LIBRARY ONLINE DATABASES

FHS Library has purchased the following online databases with remote patron access, twenty-four hours a day and seven days a week. This means that FHS students have access to thousands of carefully selected newspapers, periodicals, government documents, manuals, journals and selected websites anytime from anyplace they can connect to the Internet. Information retrieved from these databases is considered to be the format in which the original source was produced.

SIRS Knowledge Source: <http://sks.sirs.com>

Logon: MT0054

Password: 59457

SIRS Researcher is a general reference database containing full-text articles exploring social, scientific, health, historic, economic, political and global issues. Some of the additional features include Focus on Terrorism, a site that provides in-depth information on global terrorism issues in Iraq, Afghanistan, the Middle East, India-Pakistan and in the U.S. Leading Issues presents 100 of the most researched issues with links to articles, documents, graphics and Web sites. Today's News contains up to the minute national and global news stories and photographs from Reuter's wire services.

SIRS Government Reporter is a database of full-text government documents and graphics concerning a variety of topics: health, science, economics, environment, politics, foreign affairs, business and industry. Also included are landmark and recent U.S. Supreme Court decisions and a directory of the justices; Federal Agency and U.S. Congress directories; country profiles with maps of more than 200 countries; National Archives and Historic documents; biographical information with pictures of each U.S. president and more.

SIRS WebSelect provides easy access to carefully selected and continuously updated quality Web sites covering vital issues.

Montana Library Network -

Infotrac :http://www.infotrac.galegroup.com/mtlib_2_964

Logon: mtlib_2_964

Password: discovery

The databases in Infotrac are made available through the support of the Montana Legislature, the Montana Library Network and

FHS Library. Infotrac contains eighteen unique databases providing retrievable access to full text information from thousands of periodicals, newspapers, specialized reference works and other sources.

Auto Repair Reference Center: <http://search.epnet.com>
User ID: mtlib_2_964 Password: discovery

This is also part of the Infotrac package and provides information very similar to the Chilton's Auto Repair Guides. Repair and wiring information is available for almost every vehicle model from the mid1950's to the present.

Opposing Viewpoints Resource Center
<http://www.infotrac.galegroup.com/itweb/fergushs>
Password: ferg_log

Opposing Viewpoints presents information that supports arguments both for and against each subject searched. Results of subject and keyword searches are supplied from the respected Greenhaven Print Series, Opposing Viewpoints, as well as Reference, Statistics, Newspapers and Magazines, Images, Primary Documents, and selected Web sites. This is a balanced database and a good starting point for research into any topic.

Montana Career Info. System: <http://www.mtcis.intocareers.org>
Login: fergushs Password: plan7ing

CIS is a great site sponsored by the Montana Department of Labor. It offers information about careers, employment, colleges and financial aid.

NoodleTools: <http://www.noodletools.com/login.php>
Username: Fergus Password: 59457

NoodleTools is an online subscription database that generates edits and publishes a bibliography in either MLA or APA format. These bibliographies comply with the current MLA Handbook or APA Publication Manual. NoodleBib takes care of punctuation, alphabetization and formatting, producing a polished source list for import into Word. An added feature is Noodle Quest, which provides research information and strategies, and a guide to using the Internet.

World Book Online: <http://www.worldbookonline.com>
Username: cmont3 Password: student

Worldbook Online is the online version of the World Book Encyclopedia. The advantage to using this online source is that it is updated daily and contains additional features lacking in the

print version. The resource was purchased through a consortium of Central Montana schools organized through our County of Superintendent of Schools Office.

Country Reports: <http://countryreports.org/>

Logon: Fergus High School Password: 59457

Awesome Stories: <http://www.awesomestories.com>

Logon: fergushigh Password: fergushigh

Fergus High: <http://fergus.lewistown.k12.mt.us>

Take advantage of our website and its links to resources:

All the databases listed above are linked through the Fergus High School website, which contains a link to the Library /Media. Visit the Library web page for information about new books, great websites and services provided.

EAGLE RENAISSANCE PROGRAM

COORDINATOR - Shari Tindall

The Eagle Renaissance Program was initiated in the 1992-93 school year specifically to improve the overall attitudes and achievement of our students, staff, and community. Since that initial start, the National Renaissance Education Foundation has served as our contact agency for direction in overall program implementation and annual program improvement. The foundation's model calls for community effort as a way of helping students achieve excellence in learning.

As per the guidelines set forth in the original program development, Eagle Renaissance borrows the incentive/reward system used by the world of business and industry, which emphasizes academic excellence, motivation, and school pride. It

is built through the use of building and community based programs of incentive and recognition.

The Eagle Renaissance Program includes:

- Setting an expectation for achievement while stressing good attitude.
- Providing incentives and rewards that build self esteem and satisfaction with self and school.
- Spotlighting scholastic achievement and improvement while emphasizing appropriate student behavior and responsibility.
- Recognizing and rewarding students, teachers and community members for positive performance.
- Incorporating Renaissance in the development of a high quality, positive

student handbook,
designed for student
usefulness and promotion
of school pride within
students and staff.

Our program has continued to
grow, is now recognized as a
model program in the state,

and has received nation wide
attention on several occasions.
School officials routinely
showcase our program in state
and regional conferences, as
well as continually assist other
schools in the development of
similar incentive and
recognition programs.

MANAGEMENT TEAM

A management team, as shown below, can be implemented on short notice by the coordinator and the high school principal. Original core team members who are still in the community may be selected to serve again, but are always welcome to give input at a management team meeting. Eagle Renaissance belongs to the school and the community, and it is important that the program maintain the close relationship that has existed from the start. Management team members consist of the following members:

Coordinator, the High School Principal, one Teacher, one School Board Member, one Student Council Member, one Parent, and one Chamber of Commerce Member.

RENAISSANCE BUSINESS PARTNERS

| | |
|------------------------------------|------------------------------|
| 4 Aces Restaurant | J.P.S. Steel Inc. |
| All Awards | Kring's Greenhouse & Nursery |
| Allied Steel | Lewistown Insurance |
| Bank of the Rockies | McDonald's |
| Basin State Bank | Pamida |
| Century Companies | Pizza Hut |
| Coca Cola Bottling Co | Reid's T's & Things |
| Dash Inn | Ruby's |
| Daylight Donut | School District No. 1 |
| Don's Store | Shear Image Plus |
| Fergus County Federal Credit Union | Snowy Lanes |
| First National Bank | Subway |
| Footprints | Taco Time |
| Gotta Have It! | The Connection |
| Harry's Place | The Movie Store |
| | Wells Fargo Bank |

RENAISSANCE INCENTIVES AND REWARDS

Students can earn only one card per quarter. At the end of each quarter, students will have a deadline to apply for recognition and rewards. Watch for application deadlines! Once the deadline is passed, no applications will be taken.

Cardholders may not have any suspensions, truanancies, or a current record of ongoing misbehaviors during a qualifying 9-week period. Other violations may make a student ineligible for recognition and rewards: alcohol or drug use, theft, vandalism, fighting, cheating, unexcused absences, and harassment.

Once earned, the reward is valid for the upcoming quarter; even if the student will not be eligible for the next quarter rewards.

| | |
|---|---|
| <u>GOLD CARD</u> 4.00 GPA or 1.0 GPA increase from previous quarter. (no grades D- or F) | <u>REWARDS</u> 1. Dance Admission (\$3 value) 2. Homework Pass 3. Quiz & Test Retake 4. Open Campus (5 days) 5. Free Pop from Coca Cola 6. Your own parking space 7. ACT Test refund (once only, \$23 value) 8. Free items downtown |
| <u>BLUE CARD</u> 3.50 - 3.99 GPA or .75 GPA increase from previous quarter. (no grades D- or F) | <u>REWARDS</u> 1. Dance Admission (\$3 value) 2. Homework Pass 3. Quiz & Test Retake 4. Open Campus (4 days) 5. Free pop from Coca Cola 6. Free items downtown |
| <u>SILVER CARD</u> 3.00 - 3.49 GPA or .50 GPA increase from previous quarter. (no grades D- or F) | <u>REWARDS</u> 1. Dance Admission (\$3 value) 2. Homework Pass 3. Quiz & Test Retake 4. Open Campus (3 days) 5. Free pop from Coca Cola 6. Free items downtown |
| <u>WHITE CARD</u> 2.00 - 2.99 GPA (no grades D- or F) | <u>REWARDS</u> 1. Dance Admission (\$3 value) 2. Homework Pass 3. Quiz & Test Retake 4. Open Campus (2 days) 5. Free pop from Coca Cola |

WHEN DO YOU GET THE REWARDS YOU EARN?

A schedule for each quarter of the school year is available from the coordinator. The schedule tells you the date that each reward is available to you. A list of those businesses and the reward they are offering is available from the coordinator and posted in the office window.

Open campus requires a release form with a parental/guardian signature each quarter. It is your responsibility to obtain a form from the Renaissance Coordinator, have it signed and returned prior to the week scheduled for open campus.

Your ACT refund will be paid once during High School after we receive results of your ACT test. Remember, only "Gold Card" holders are eligible for an ACT refund.

In addition to the cards students earn quarterly, there are other student rewards that can be earned. Drawings from downtown sponsors for Gift Certificates and Free Lunches will be held quarterly.

STAFF RECOGNITION AND REWARDS

Drawings:

- a) Dinner for Gift Certificate
- b) Free Pop



BUSINESS RECOGNITION

FHS will recognize and advertise for businesses at school. In addition, students individually and as a group, will provide service to the community as needed.

DRIVER EDUCATION INFORMATION

PARENT/STUDENT REGISTRATION

Breakfast, lunch and ala carte items are available at Fergus High for all students and staff. A computerized accounting system is used for meals and money management. Deposits for meal accounts are best made during the breakfast serving time before school begins but are also accepted through the lunch serving line. Seating is also available for those students who choose to bring their own lunch.

Applications for free and reduced meals are sent home with each student at the beginning of the school year. Applications are

also available upon request at the school office during the school year.

Serving times are as follows:

Before School

Breakfast 7:35
a.m. until 8:00 a.m.

Bell Schedule A (Normal Schedule)

Early Lunch 11:04 a.m.
Late Lunch 11:57 a.m.

Bell Schedule B (Block Schedule)

Lunch (all students)

Bell Schedule C (Shortened)

Early Lunch 10:52 a.m.
Late Lunch 11:32 a.m.

Meal prices are as follows:

Student Breakfast (7-12) \$ 1.50
Reduced Student Breakfast \$ 0.30
Adult Breakfast \$ 1.50
Student Lunch (7-12) \$ 2.75
Reduced Student Lunch \$ 0.40
Adult Lunch \$ 3.50
Individual Milk \$ 0.40
Ala Carte Items Ind. Priced

Although it sometimes becomes necessary for students to charge meals, our policy limits charges to eight (\$ 8.00) dollars. Ala carte items cannot be charged. Students will always be notified if a charge occurs so they can relay the information to their parents and the situation can be remedied in a timely manner. Please keep open lines of communication with students concerning this important issue.

Students leaving the district should follow the school checkout protocol to have any meal account monies refunded to them. Any unclaimed account balances left at the end of each school year will be absorbed into School Food Service operations.

BELL SCHEDULES

Schedule A (Regular Bell Schedule)

| | | |
|---------------------|---------------|------------|
| Period I | 8:10 - 9:01 | 51 minutes |
| Channel One * | 9:01 - 9:14 | 13 minutes |
| Period II | 9:17 - 10:09 | 52 minutes |
| Period III | 10:14 - 11:04 | 50 minutes |
| <i>Early Lunch</i> | 11:04 - 11:44 | 40 minutes |
| Period IV (Early) | 11:08 - 11:58 | 50 minutes |
| Period IV (Late) | 11:48 - 12:38 | 50 minutes |
| <i>Second Lunch</i> | 11:58 - 12:38 | 40 minutes |
| Period V | 12:42 - 1:32 | 50 minutes |
| Period VI | 1:36 - 2:26 | 50 minutes |
| Period VII | 2:30 - 3:20 | 50 minutes |

Schedule B

Odd Block

| | | |
|-----------|---------------|---------|
| First | 8:10 - 9:40 | 90 min. |
| Third | 9:45 - 11:17 | 92 min. |
| Lunch | 11:17 - 11:57 | 40 min. |
| Fifth | 12:00 - 1:30 | 90 min. |
| Channel 1 | 1:30 - 1:44 | 14 min. |
| Seventh | 1:49 - 3:20 | 91 min. |

Even Block (Early)

| | | |
|--------|---------------|---------|
| Second | 8:10 - 9:40 | 90 min. |
| Fourth | 9:45 - 11:17 | 92 min. |
| Lunch | 11:17 - 11:57 | 40 min. |
| Sixth | 12:00 - 1:30 | 90 min. |

Schedule C

Regular Shortened (Early)

| | | |
|---------|---------------|---------|
| First | 8:10 - 8:47 | 37 min. |
| Second | 8:50 - 9:29 | 39 min. |
| Third | 9:32 - 10:09 | 37 min. |
| Fourth | 10:12 - 10:49 | 37 min. |
| Fifth | 10:52 - 11:29 | 37 min. |
| Lunch | 11:32 - 12:09 | 37 min. |
| Sixth | 12:12 - 12:49 | 37 min. |
| Seventh | 12:52 - 1:30 | 38 min. |

* - Channel One is included in First Period (Fifth in Odd Block)

** - Period Four & First/Second Lunch are listed together

All Activities on Early Release In-Service Days will start at 4:00 pm

ACTIVITIES AND CLUBS

Students are encouraged to join clubs and activity productions that will enrich and extend their educational experiences. Fergus High School currently offers a wide variety of co-curricular organizations and activities from which students may select. Procedures governing the creation and operation of existing and proposed activities or organizations include the following regulations:

1. Before it can be recognized as a school group or activity and be given use of school time and/or facilities, the organization must be approved, in accordance with established criteria by the school principal and the school board.
2. Membership must be open to all students except where the purpose of the club requires academic or behavior qualifications. (National Honor Society, for example)
3. The club or activity must have a faculty sponsor or advisor selected and approved according to agreed-upon procedures by the administration, and club activities will not be permitted until a faculty sponsor has been selected.
4. Clearly improper purposes and activities are not permitted and if persisted in will jeopardize official approval.

The various clubs and activities at Fergus High School are coordinated by the FHS Student Council. The council is designed to encourage better understanding and more cooperation between the students, administration, and teachers. Other objectives shall include; to control the management of all matters concerning the conduct of the students in their high school life; to promote a spirit of responsibility in the care of property of the school; to foster a high sense of personal honor and good

sportsmanship in school and community life; to promote active participation in school activities by the students; and, to suggest at any time to the principal and the members of the faculty ways of improving the service of the school to the students and the community. Although the Council's Constitution is not printed here in its entirety, it shall be available upon request.

There are about 30 teams, clubs or special performing groups available for students. Choose your participation carefully and balance your time against academics, athletics and interests outside of school. But, GET INVOLVED!

ANNUAL – For grades 10-12. Meets daily as a regular class for credit and spends time outside the regular school day taking pictures and completing pages for the final production of the yearbook. Sponsor: Holly Heser

BPA – Business Professionals of America is a new club to Fergus. Members participate in regional and state contests promoting student participation in the many fields of today's business world. Sponsors: Diane Lewis

CHORALAIRES – This hand picked choir comes from the large Symphonic Choir. Students audition to become part of the Choralaires, and then if they are chosen, there are extra practices and special performances. To be in Choralaires, a student must be in the symphonic choir class. Sponsor: Brandon O'Halloran

CONCERT BAND – Students who take Concert Band are generally the younger students who are just developing their skills in instrumental

performance. Sponsor: Rich Kuntzelman

CONCERT CHOIR – Students who take Concert Choir are generally those who are just developing their voices, and those who are taking choir to fulfill their Fine Arts requirement. Sponsor: Brandon O'Halloran

"F" CLUB – Open to all letter award winners, F Club has been instrumental in raising money to purchase specialized equipment for the school. They also support special projects with help and money. They hold several fund raisers yearly. Sponsor: Victor Feller

FFA – The Future Farmers of America is a great organization that is open to anyone with an interest in the agricultural world. It compliments 4-H and offers something to students eager to learn about financial transactions and business management. The parent class for FFA is vocational agriculture, a yearly class at FHS. Sponsor: Jared Long

FCCLA – Family, Career, and Community Leaders of America

is a club supported by the Family and Consumer Science classes. FCCLA and 4-H go hand-in-hand. FCCLA teaches everything from leadership to sewing and cooking. They hold several fundraisers each year. Sponsor: Karen Durbin

FLY FISHING CLUB – The Fergus Fly Fishing club

“THE FERGUS” – The school newspaper class is open to students in grades 10-12. Much of the work is done outside of class. There are many stories to write and you can be one of the authors. Sponsor: Luke Brandon

“HOW” CLUB – Helping Our World Club is a club devoted to making our world better through projects and education of environmental issues and recycling. Sponsors are Newell Roche & Melanie Smith

JAZZ BAND – Jazz Band is a handpicked group of performers from Symphonic Band. The performers are chosen through auditions. There are many hours of extra practice and special performances. It is neat to be a member of this group. It is the best of the best, and is a very popular group at public performances. Sponsor: Rich Kuntzelman

KEY CLUB – The student service club for all students from any class level. Kiwanis Club is the parent club for Key Club. This club performs many school and community services. Building leadership skills and

helping other students to feel good about themselves is a big part of Key Club. Don't pass it up. This is a great club. Sponsor: Debra Slagel

NATIONAL HONOR SOCIETY

“CLAWS” – This prestigious group of students includes end-of-the-year sophomores and juniors and seniors who meet the criteria of leadership, character, service, and scholarship (3.33 cumulative GPA). CLAWS serves the school by acting as tutors for students who want extra help and provides service for many events such as the FHS Blood Drives. Sponsor: Jeff Friesen

SCIENCE CLUB – This exciting and challenging club offers lots of fun and learning for its members. There are Science Olympiad Competitions, Science Fairs, and projects that students can research for four years if they start as a freshman. Science Club offers a chance to challenge your mind and the minds of others. Sponsor: Justin Guyer

SKI CLUB – Ski Club gives students a chance to go to the mountain on a crisp, but not-too-cold Saturday. A bus is provided and lift tickets are reasonably priced. It's fun, and you don't need to know how to ski. Lessons are given on Saturdays and beginners can receive quality instruction. Sponsors: Scott & Rachel Stansberry

SKILLS-USA – This club comes from our industrial technology

classrooms. Actually, these classes are our most exciting and challenging fields of study. VICA designs, manufactures, and markets items they build. Learn what it is, how it works, and ways to make it better. Sponsor: Loren Drivdahl

"START" CLUB – START Club

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SYMPHONIC BAND – Open to all students. Meets on a daily basis for academic credit. The band performs at many events yearly. The Fergus Performance and Pep Band are well known and respected for their energy and enthusiasm. Sponsor: Rich Kuntzelman

SYMPHONIC CHOIR – Students from every class sing in the Symphonic Choir. Our Symphonic Choir puts on several performances yearly and travels to other competitions around the state. Symphonic Choir also meets daily as a class for credit. Sponsor: Brandon O'Halloran

THESPIANS – "Thespians" means performers of drama.

Many of you have drama ability that you don't know exists. It's a great thrill to take on the part of a character and to perfect your character as it becomes part of the entire play production. It is rewarding and fun. Give it a try. Sponsor: Sandy Armstad

WEIGHT CLUB – Lifting weights has become very important to our school over the years. To compete, students must be bigger, faster and stronger because that's what we come up against when we compete with other schools. Club members have fundraisers to purchase additional equipment and maintain a neat, safe lifting area. Sponsor: Mike Mangold

YOUTH ALIVE – Youth Alive is a school club which allows students of faith to organize and meet during school time. Activities include noon meetings and religious events such as "Meet You at the Pole." Sponsors: Diane Lewis, Karen Durbin & Robert Rutledge

SCHEDULE

FERGUS HIGH SCHOOL 2008-09 SCHOOL EVENTS CALENDER

| Date | Day | Activity or Event |
|-----------|-----|----------------------------|
| 8/26/2008 | Tue | Proactive Coaching Meeting |
| 8/29/2008 | Fri | CC @ Park Invitational |
| 8/29/2008 | Fri | FHS Blue/Gold Scrimmages |
| 9/1/2008 | Mon | No School - Labor Day |
| 9/2/2008 | Tue | GO @ Belgrade Invitational |

| | | |
|------------|-----|---|
| 9/5/2008 | Fri | CC @ Billings Invitational - 3:30 pm |
| 9/5/2008 | Fri | FB @ Laurel - 7:00 pm |
| 9/5/2008 | Fri | GO @ Hardin Invitational - TBA |
| 9/6/2008 | Sat | VB @ Windy City Invitational - Livingston |
| 9/10/2008 | Wed | Early Release from School - 1:30 p.m. |
| 9/11/2008 | Thu | GO - @ Havre - 9:30 am |
| 9/12/2008 | Fri | FB - Sidney (H)- 7:00 pm |
| 9/12/2008 | Fri | VB @ Electric City Invitational - Great |
| 9/13/2008 | Sat | CC @ Belgrade Invitational |
| 9/13/2008 | Sat | VB @ Electric City Invitational - Great |
| 9/17/2008 | Wed | MPSEOC College Fair - 9:00 a.m. |
| 9/19/2008 | Fri | CC - Golden Eagle Invitational |
| 9/19/2008 | Fri | FB @ Glendive - 7:00 pm |
| 9/19/2008 | Fri | GO @ Laurel Invitational - TBA |
| 9/19/2008 | Fri | VB @ Havre - 4:00 pm |
| 9/20/2008 | Sat | VB - Hardin/Laurel (H)- 10:00 am |
| 9/22/2008 | Mon | No School - PIR |
| 9/23/2008 | Tue | CC @ Huntley Project Invitational |
| 9/26/2008 | Fri | American Indian Heritage Day |
| 9/26/2008 | Fri | FB @ Browning - 7:00 pm |
| 9/26/2008 | Fri | GO @ Park Invitational - TBA |
| 9/26/2008 | Fri | Midterm - 1st Quarter |
| 9/27/2008 | Sat | CC @ Mountain West Invitational - |
| 9/27/2008 | Sat | GO - Golden Eagle Invitational |
| 9/27/2008 | Sat | VB - Browning - 2:00 pm |
| 9/29/2008 | Mon | Start of Ferous High Homecoming Week |
| 10/1/2008 | Wed | Early Release from School - 1:30 p.m. |
| 10/2/2008 | Thu | FHS Homecoming Coronation - 2:30 pm |
| 10/2/2008 | Thu | VB - Belgrade (H)- 4:15 pm |
| 10/3/2008 | Fri | FB - Park High - 7:00 pm |
| 10/3/2008 | Fri | FHS Homecoming Parade - 2:00 pm |
| 10/3/2008 | Fri | FHS Homecoming Pen Assembly |
| 10/4/2008 | Sat | CC @ Havre Invitational |
| 10/4/2008 | Sat | GO - Central A Divisional @ Havre |
| 10/4/2008 | Sat | Homecoming Dance |
| 10/4/2008 | Sat | SAT Testing Date- 8:00 am |
| 10/4/2008 | Sat | VB - Park High - 2:00 pm |
| 10/6/2008 | Mon | Montana Ren's "Diaries of Adam & Eve" |
| 10/8/2008 | Wed | GO - State Class A Tournament |
| 10/9/2008 | Thu | CC @ Helena 7x7 Invitational |
| 10/9/2008 | Thu | GO - State Class A Tournament |
| 10/9/2008 | Thu | VB @ Great Falls High - 4:00 pm |
| 10/10/2008 | Fri | FB @ Belgrade - 7:00 pm |
| 10/11/2008 | Sat | VB @ Butte Central - 2:00 pm |
| 10/15/2008 | Wed | All State Band and Choir (Great Falls) |
| 10/15/2008 | Wed | No School - PIR |
| 10/15/2008 | Wed | PSAT - Juniors - 8:10 a.m. |
| 10/16/2008 | Thu | No School - Teacher Conventions |
| 10/16/2008 | Thu | VB @ Browning - 2:00 pm |
| 10/17/2008 | Fri | FB - Butte Central (H)- 7:00 pm |
| 10/17/2008 | Fri | No School - Teacher Conventions |
| 10/18/2008 | Sat | CC - Central A Divisional (H) |
| 10/18/2008 | Sat | VB @ Park High - 2:00 pm |
| 10/22/2008 | Wed | Plan Test - Seniors - 8:10 a.m. |
| 10/24/2008 | Fri | FB - Havre (H)- 7:00 pm |
| 10/25/2008 | Sat | ACT Testing Date - 8:00 a.m. |
| 10/25/2008 | Sat | CC - State A Meet - Helena |
| 10/25/2008 | Sat | VB @ Hardin - 4:30 pm |
| 10/27/2008 | Mon | Start of Red Ribbon Week |

| | | |
|------------|-----|---------------------------------|
| 10/31/2008 | Fri | Last Day - First Quarter |
| 11/1/2008 | Sat | FB Playoffs - 1st Round |
| 11/1/2008 | Sat | SAT Testing Date - 8:00 a.m. |
| 11/1/2008 | Sat | VB - Butte Central (H)- 2:00 pm |

| | | |
|------------|-----|---|
| 11/6/2008 | Thu | Parent Teacher Conferences 6 to 9 p.m. |
| 11/6/2008 | Thu | VB @ Belgrade - 4:00 pm |
| 11/7/2008 | Fri | No School - Parent - Teachers Conference |
| 11/8/2008 | Sat | FR Playoffs - 2nd Round |
| 11/8/2008 | Sat | VR - Havre (H)- 2:00 pm |
| 11/10/2008 | Mon | District No. 8 Honor Band and Choir |
| 11/12/2008 | Wed | Early Release from School - 1:30 p.m. |
| 11/14/2008 | Fri | VB Central A Divisional @ Butte |
| 11/15/2008 | Sat | FR Playoffs - Semi-Finals |
| 11/18/2008 | Tue | FHS and LJHS Jazz Concert - 7:00 p.m. |
| 11/20/2008 | Thu | VB State All Class Tournament |
| 11/20/2008 | Thu | WR - First Day of Practice |
| 11/21/2008 | Fri | VB State All Class Tournament |
| 11/22/2008 | Sat | FR State Class A Championship |
| 11/22/2008 | Sat | VB State All Class Tournament |
| 11/24/2008 | Mon | GBB/BBB First Day of Practice |
| 11/26/2008 | Wed | Early Release from School - 1:30 p.m. |
| 11/27/2008 | Thu | No School - Thanksgiving Day |
| 11/28/2008 | Fri | No School - Thanksgiving Vacation |
| 12/5/2008 | Fri | WR @ Havre Invitational |
| 12/6/2008 | Sat | WR @ Havre Invitational |
| 12/9/2008 | Tue | FHS Instrumental Christmas Concert - 7:00 |
| 12/10/2008 | Wed | Early Release from School - 1:30 p.m. |
| 12/11/2008 | Thu | WR - CMR JV/GFH JV/Glasgow (H) - 5:00 |
| 12/12/2008 | Fri | BBB @ Malta - TBA |
| 12/12/2008 | Fri | GBB @ Malta - TBA |
| 12/13/2008 | Sat | ACT Testing Date - 8:00 a.m. |
| 12/13/2008 | Sat | WR @ Glasgow Invitational - TBA |
| 12/16/2008 | Tue | BBB @ Billings Central - FR 7:00 |
| 12/16/2008 | Tue | GBB - Billings Central (H) - 7:00 pm |
| 12/18/2008 | Thu | FHS Choir Christmas Concert - 7:00 p.m. |
| 12/19/2008 | Fri | BBB - Fairfield (H) - 7:00 |
| 12/19/2008 | Fri | GBB @ Fairfield - 7:00 pm |
| 12/19/2008 | Fri | WR @ C.M. Russell Invitational |
| 12/20/2008 | Sat | Christmas Vacation Start |
| 12/20/2008 | Sat | WR @ C.M. Russell Invitational |
| 1/2/2009 | Fri | BBB - Laurel (H) - FR 4:00 |
| 1/2/2009 | Fri | GBB @ Laurel- 4:00 |
| 1/3/2009 | Sat | BBB @ Butte Central - FR TBA |
| 1/3/2009 | Sat | GBB @ Butte Central - TBA |
| 1/3/2009 | Sat | WR @ Havre - 11:00 am vs. |
| 1/4/2009 | Sun | Christmas Vacation Last Day |
| 1/8/2009 | Thu | WR @ Choteau - vs Choteau/Conrad - TBA |
| 1/9/2009 | Fri | BBB @ Havre - FR 7:00 pm |
| 1/9/2009 | Fri | GBB - Havre (H) - 7:00 |
| 1/9/2009 | Fri | WR @ Cut Bank Invitational |
| 1/10/2009 | Sat | BBB - Belgrade (H) - FR 5:00 pm |
| 1/10/2009 | Sat | GBB @ Belgrade - 5:00 pm |
| 1/10/2009 | Sat | WR @ Cut Bank Invitational |
| 1/12/2009 | Mon | No School - PIR |
| 1/13/2009 | Tue | GBB - Park (H) - 7:00 pm |
| 1/15/2009 | Thu | BBB @ Park - FR 7:00 pm |
| 1/16/2009 | Fri | WR @ Cowboy Invitational - Miles City |
| 1/17/2009 | Sat | BBB @ Browning - FR TBA |

| | | |
|-----------|-----|---|
| 1/17/2009 | Sat | GBB @ Browning - TBA |
| 1/17/2009 | Sat | WR @ Cowboy Invitational - Miles City |
| 1/19/2009 | Mon | MHSA Annual Meeting |
| 1/20/2009 | Tue | BBB @ Fairfield - 7:00 nm |
| 1/20/2009 | Tue | GBB - Fairfield (H) - 7:00 |
| 1/22/2009 | Thu | Semester One Testing |
| 1/23/2009 | Fri | Last Day - First Semester |
| 1/23/2009 | Fri | Semester One Testing |
| 1/23/2009 | Fri | WR @ MT Class A Duals - Belgrade |
| 1/24/2009 | Sat | BBB - Billings Central (H) - FR 5:00 nm |
| 1/24/2009 | Sat | GBB @ Billings Central - 5:00 nm |
| 1/24/2009 | Sat | S/D Divisional Speech & Drama Meet |
| 1/24/2009 | Sat | SAT Testing Date - 8:00 a.m. |
| 1/24/2009 | Sat | WR @ MT Class A Duals - Belgrade |
| 1/26/2009 | Mon | GBB - Malta (H) 7:00 nm |
| 1/26/2009 | Mon | Start of Winter Spirit Week |
| 1/27/2009 | Tue | BBB - Malta (H) - FR 7:00 nm |
| 1/28/2009 | Wed | Early Release from School - 1:30 p.m. |
| 1/29/2009 | Thu | WR - Park/Belgrade (H)- 4:30 nm |
| 1/30/2009 | Fri | BBB @ Laurel - FR 7:30 nm |
| 1/30/2009 | Fri | GBB - Laurel (H) 7:00 nm |
| 1/30/2009 | Fri | S/D - State Meet @ Butte Central |
| 1/31/2009 | Sat | BBB - Butte Central (H) - TBA |
| 1/31/2009 | Sat | GBB - Butte Central (H) - TBA |
| 1/31/2009 | Sat | S/D - State Meet @ Butte Central |
| 2/2/2009 | Mon | Eastern A Band Festival |
| 2/3/2009 | Tue | Eastern A Band Festival |
| 2/6/2009 | Fri | BBB - Havre (H) - FR 7:00 nm |
| 2/6/2009 | Fri | GBB @ Havre - 7:00 nm |
| 2/7/2009 | Sat | ACT Testing Date - 8:00 a.m. |
| 2/7/2009 | Sat | BBB @ Belgrade - FR 5:00 nm |
| 2/7/2009 | Sat | GBB - Belgrade (H) - 5:00 nm |
| 2/7/2009 | Sat | WR - Central A Divisional @ Browning |
| 2/10/2009 | Tue | AMC Math Competition - 9:17 a.m. |
| 2/10/2009 | Tue | FHS Jazz Concert - 7:00 p.m. |
| 2/11/2009 | Wed | Early Release from School - 1:30 p.m. |
| 2/13/2009 | Fri | WR State Class A Tournament @ Billings |
| 2/14/2009 | Sat | BBB - Browning (H) - FR TBA |
| 2/14/2009 | Sat | GBB - Browning (H) - TBA |
| 2/14/2009 | Sat | WR State Class A Tournament @ Billings |
| 2/17/2009 | Tue | BBB - Park (H) - FR 7:00 |
| 2/19/2009 | Thu | GBB @ Park - 7:00 nm |
| 2/26/2009 | Thu | BBB/GBB - Central A Div. @ Belgrade |
| 2/26/2009 | Thu | No School |
| 2/27/2009 | Fri | BBB/GBB - Central A Div. @ Belgrade |
| 2/27/2009 | Fri | No School |
| 2/28/2009 | Sat | BBB/GBB - Central A Div. @ Belgrade |
| 3/4/2009 | Wed | Early Release from School - 1:30 p.m. |
| 3/5/2009 | Thu | GBB - State Class A Tournev @ Butte |
| 3/6/2009 | Fri | GBB - State Class A Tournev @ Butte |
| 3/7/2009 | Sat | GBB - State Class A Tournev @ Butte |
| 3/12/2009 | Thu | BBB - State Class A Tournev @ Great Falls |
| 3/13/2009 | Fri | BBB - State Class A Tournev @ Great Falls |

| | | |
|-----------|-----|---|
| 3/14/2009 | Sat | BBB - State Class A Tournev @ Great Falls |
| 3/16/2009 | Mon | Eastern A Choir Festival (Miles City) |
| 3/16/2009 | Mon | TN/TR - First Day of Practice |
| 3/17/2009 | Tue | Eastern A Choir Festival (Miles City) |
| 3/19/2009 | Thu | Eastern Montana Jazz Festival (H) |
| 3/20/2009 | Fri | Eastern Montana Jazz Festival (H) |
| 3/24/2009 | Tue | FHS Choral Winter Concert - 7:00 p.m. |
| 3/25/2009 | Wed | Early Release from School - 1:30 p.m. |
| 3/26/2009 | Thu | FHS Instrumental Winter Concert - 7:00 |
| 3/28/2009 | Sat | FHS Junior-Senior Prom |
| 3/31/2009 | Tue | Last Day - Third Quarter |
| 4/2/2009 | Thu | District No. 8 Music Festival (H) |
| 4/3/2009 | Fri | District No. 8 Music Festival (H) |
| 4/4/2009 | Sat | ACT Testing Date - 8:00 a.m. |
| 4/4/2009 | Sat | District No. 8 Music Festival (H) |
| 4/6/2009 | Mon | SkillsUSA State Conference @ Havre |
| 4/7/2009 | Tue | SkillsUSA State Conference @ Havre |
| 4/8/2009 | Wed | Early Release from School - 1:30 p.m. |
| 4/8/2009 | Wed | SkillsUSA State Conference @ Havre |
| 4/10/2009 | Fri | No School - Easter Break |
| 4/13/2009 | Mon | No School - Easter Break |
| 4/17/2009 | Fri | FHS School Play - 7:30 p.m. |
| 4/22/2009 | Wed | Early Release from School - 1:30 p.m. |
| 5/5/2009 | Tue | School Elections |
| 5/15/2009 | Fri | TN - Central A Divisional Tennis |
| 5/16/2009 | Sat | TN - Central A Divisional Tennis |
| 5/19/2009 | Tue | FHS Spring Instrumental Concert - 7:00 |
| 5/21/2009 | Thu | FHS Spring Choir Concert - 7:00 p.m. |
| 5/21/2009 | Thu | TN - State A @ Kalisnell |
| 5/22/2009 | Fri | TN - State A @ Kalisnell |
| 5/22/2009 | Fri | TR - Central A Divisional Track Meet |
| 5/23/2009 | Sat | TN - State A @ Kalisnell |
| 5/23/2009 | Sat | TR - Central A Divisional Track Meet |
| 5/25/2009 | Mon | No School - Memorial Day |
| 5/26/2009 | Tue | FHS Academic Awards - 7:30 p.m. |
| 5/27/2009 | Wed | Baccalaureate Exercises - 7:30 p.m. |
| 5/29/2009 | Fri | Senior's Last Day of School |
| 5/29/2009 | Fri | TR State A-C Track Meet @ Butte |
| 5/30/2009 | Sat | TR State A-C Track Meet @ Butte |
| 5/31/2009 | Sun | FHS Commencement Exercises - 2:00 p.m. |
| 6/5/2009 | Fri | Last Day - Second Semester |

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

21

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

☐ Action - Consent
☒ Action - Indiv.

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

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 05/11/2009

SUMMARY:

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

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

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

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 2009-10 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 bus route travels over the divide into the Grass Range School District to the Cheadle-Piper Cutoff North and then turns around.

Bus Route 10 – Afternoon bus route travels 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 Chairman
Lewistown School District #1

Board Chairman
Grass Range School District #27

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

05/11/2009

Agenda Item No.

22

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

ITEM TITLE: APPROVE INVITATION TO BIDDERS FOR THE FERGUS HIGH SCHOOL HEAT PUMP REPLACEMENT

Requested By: Board of Trustees Prepared By: Paul Stengel Date: 05/11/2009

SUMMARY:

The Board of Trustees needs to approve the Invitation to Bidders for the replacement of the Fergus High School Heat Pump as per attached.

SUGGESTED ACTION: Approve Invitation to Bidders for the Fergus High School Heat Pump Replacement

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

INVITATION TO BIDDERS

FOR

**FHS HEAT PUMP #3 REPLACEMENT
FERGUS HIGH SCHOOL
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN SCHOOL DISTRICT #1
215 7TH AVENUE SOUTH
LEWISTOWN MT 59457**

Notice is hereby given that the Board of Trustees, Lewistown School District #1, Lewistown, Montana will receive bids until the 26th day of May, 2009 at 4:00 PM o'clock, current Mountain Time of said day in accordance with the plans and specifications, which may be obtained from the Engineers at the Office of Design 3 Engineering, 17 N. 26th Street, Suite 22, Billings, Montana 59101.

A pre-bid walk-through of the project will be conducted at 1:00 p.m. on the 21st day of May 2009. It is mandatory that any Contractor wishing to bid the project as Prime Contractor must attend this walk-thru. No proposal will be considered from Prime Contractors who do not attend this walk thru. All interested parties are to meet at the front entry of Fergus High School, 1001 Casino Creek Drive, Lewistown, Montana, 59457, at above time and the walk-through will proceed from there.

CONTRACTOR and any of the CONTRACTOR'S subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-800-556-6694. CONTRACTOR's are required to have registered with the DLI prior to bidding on this project.

All laborers and mechanics employed by CONTRACTORS or subcontractors in performance of the construction work shall be paid wages at rates required by the laws of the state of Montana. The CONTRACTOR must ensure that employee and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Bid security in the amount of not less than ten percent (10%) of the amount of the bid which shall be either: (1) lawful money of the United States, or (2) a Cashier's Check, Certified check, Bank Money Order, or Bank Draft drawn upon a lawful Montana Banking Corporation authorized to do business in the State of Montana, or (3) a bid bond by a surety corporation authorized to do business in the State of Montana.

All proposals shall be delivered to the Office of Business Manager/Clerk, School District #1, Lewistown, Montana at the Lincoln Elementary School Building, 215 7th Avenue South, Lewistown, Montana, 59457, at or prior to above specific time and thereafter opened and publicly read. Bids not submitted on the required form or without the proper bid bond or proper contractor's registration will not be considered. Submit the proposals in an opaque, sealed envelope. Identify the envelope with: a) Project Name; b) Name of Bidder; and c) bidder's Montana Contractor's Registration number. No bidder may withdraw his bid for at least thirty (30) days after the scheduled time for receipt of bids. Successful bidder will be required to furnish approved insurance certificates, performance and payment bonds, each in the amount of 100% of the contract.

Contract Documents may be examined without charge at the office of Design 3 Engineering, 17 N. 26th Street, Suite 22, Billings, Montana. A complete set of plans may be secured from the office of Engineer for a deposit of \$25.00, which is refundable upon return of the Plans and Specifications in good condition. Should plan holders fail to return plans before bid date and not submit a bid, the entire deposit shall be forfeited.

Lewistown School District #1 reserves the right to waive any formalities or technicalities and to reject any or all bids or portion there of in the best interest of the Owner.

By Order of Office of Business Manager/Clerk
Lewistown School District #1, Fergus County
Lewistown, Montana

Mike Waterman
Business Manager/Clerk

Publish –News Argus
May 13, 17 & 20, 2009

END OF SECTION 200

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

23

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

ITEM TITLE: CANVAS OF ELECTION RESULTS—SCHOOL DISTRICT NUMBER ONE LEVY

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 05/11/2009

SUMMARY:

Mike Waterman, Business Manager/District Clerk, will report on the May 5, 2009, results from the School District Number One Elementary General Fund Levy Election.

SUGGESTED ACTION: Approve Election Results

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

TALLY SHEET - PROPOSITION
ELECTION JUDGES' RETURN SHEET
FOR
Elementary General Fund levy in the amount of \$123,863

Elementary District No. One, Fergus County, State of Montana

Number of votes FOR 478

Number of votes AGAINST 521

Number of ballots REJECTED 4

Number of Total Ballots 1003

We the undersigned hereby certify that the number of ballots was cast as herein set forth.

DATED this 5th day of May, 2009

RITA Hofer
Print Election Judge's Name

[Signature]
Signature of Election Judge

ALTA MAE PALLET
Print Election Judge's Name

[Signature]
Signature of Election Judge

Esther P. Walter
Print Election Judge's Name

[Signature]
Signature of Election Judge

MIKE WATERMAN
Print District Clerk's Name

[Signature]
Signature of District Clerk

Subscribed and sworn to this 5th day of May, 2009.

(Judges may use this form to certify the election returns in place of a certified tally sheet.)

CERTIFICATE OF PROPOSITION ELECTION RESULTS

Lewistown School District No. One
Fergus County, State of Montana

WHEREAS, an election was held for Lewistown School District No. One, Fergus County, State of Montana on the 5th day of May, 2009, at which a proposition for an Elementary General Fund levy in the amount of \$123,863 was considered:

WHEREAS, the total number of registered electors who were eligible to vote in the election was 5,866.

WHEREAS, the canvass of the votes established the following:

Proposition Title: Elementary General Fund levy in the amount of \$123,863

Number of Votes FOR 478

Number of Votes AGAINST 521

NOW, THEREFORE, BE IT CERTIFIED that the Elementary General Fund levy in the amount of \$123,863 has been denied by the district electors.

DATED this 11th day of May, 2009.

Dave Byerly
Print Chair's Name

Signature of Chair

Mike Waterman
Print District Clerk's Name

Signature of District Clerk

Note: Canvassed results must be published once in a newspaper that will give notice to the largest number of people of the district.

20-20-416, MCA

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

24

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

ITEM TITLE: CANVAS OF ELECTION RESULTS—HIGH SCHOOL DISTRICT NUMBER ONE LEVY

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 05/11/2009

SUMMARY:

Mike Waterman, Business Manager/District Clerk, will report on the May 5, 2009, results from the High School District Number One General Fund Levy Election.

SUGGESTED ACTION: Approve Election Results

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| | Motion | Second | Aye | Nay | Abstain | Other |
|----------------------------|--------|--------|-----|-----|---------|-------|
| <i>Board Action</i> | | | | | | |
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

**TALLY SHEET - PROPOSITION
ELECTION JUDGES' RETURN SHEET
FOR
High School General Fund levy in the amount of \$34,998**

High School District No. One, Fergus County, State of Montana

| | | | |
|----------------------------|------------|------------------------------|--------------|
| Number of votes FOR | <u>515</u> | + ^{Rural} <u>16</u> | = <u>531</u> |
| Number of votes AGAINST | <u>477</u> | + <u>6</u> | = <u>483</u> |
| Number of ballots REJECTED | <u>2</u> | <u>22</u> | <u>2</u> |
| Number of Total Ballots | <u>994</u> | | <u>1016</u> |

We the undersigned hereby certify that the number of ballots was cast as herein set forth.

DATED this 5th day of May, 2009

LORRAINE Schell

Shirley Barrick

Print Election Judge's Name

Ann Koncilva

Helen J. Shipman

Print Election Judge's Name

Danna Larson

Print Election Judge's Name

Mike WARDMAN

Print District Clerk's Name

Signature of Election Judge

Signature of Election Judge

Signature of Election Judge

Signature of District Clerk

Subscribed and sworn to this 5th day of May, 2009.

(Judges may use this form to certify the election returns in place of a certified tally sheet.)

CERTIFICATE OF PROPOSITION ELECTION RESULTS

High School District No. One
Fergus County, State of Montana

WHEREAS, an election was held for High School District No. One, Fergus County, State of Montana on the 5th day of May, 2009, at which a proposition for a High School General Fund levy in the amount of \$34,998 was considered:

WHEREAS, the total number of registered electors who were eligible to vote in the election was 6,093.

WHEREAS, the canvass of the votes established the following:

Proposition Title: High School General Fund levy in the amount of \$34,998

Number of Votes FOR 531

Number of Votes AGAINST 483

NOW, THEREFORE, BE IT CERTIFIED that the High School General Fund levy in the amount of \$34,998 has been approved by the district electors.

DATED this 11th day of May, 2009.

Dave Byerly

Print Chair's Name

Signature of Chair

Mike Waterman

Print District Clerk's Name

Signature of District Clerk

Note: Canvassed results must be published once in a newspaper that will give notice to the largest number of people of the district.

20-20-416, MCA

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

05/11/2009

Agenda Item No.

25 - 27

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

☐ Action - Consent
☐ Action - Indiv.

ITEM TITLE: BOARD RE-ORGANIZATION

Requested By: Board of Trustees **Prepared By:** Superintendent **Date:** 05/11/2009

SUMMARY:

The following will take place for the re-organization of the Board of Trustees:

- 25. Call for Nominations and Election of Chair
- 26. Call for Nominations and Election of Vice-Chair
- 27. Appointment of District Clerk

SUGGESTED ACTION:

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

| <i>Board Action</i> | Motion | Second | Aye | Nay | Abstain | Other |
|---------------------|--------|--------|-----|-----|---------|-------|
| Bristol | | | | | | |
| Byerly | | | | | | |
| Granot | | | | | | |
| Jackson | | | | | | |
| Monger | | | | | | |
| Schelle | | | | | | |
| Weeden | | | | | | |

REPORT OF ORGANIZATION OF BOARD OF TRUSTEES
SCHOOL DISTRICT NUMBER ONE
HIGH SCHOOL DISTRICT NUMBER ONE
FERGUS COUNTY, MONTANA

This is to certify that at the annual organizational meeting of the Board of Trustees held May 11, 2009, a Board Chair and Board Vice-Chair were appointed as follows:

| | |
|-------------|------------------|
| _____ | _____ |
| Board Chair | Board Vice-Chair |
| _____ | _____ |
| Address | Address |
| _____ | _____ |
| Phone | Phone |

BOARD
OF
TRUSTEES

Dated: May 11, 2009

DISTRICT CLERK CERTIFICATE OF APPOINTMENT

SCHOOL DISTRICT NUMBER ONE FERGUS COUNTY, MONTANA

THIS IS TO CERTIFY THAT, the Trustees of School District Number One have duly appointed MIKE WATERMAN as clerk of the district on the 11th Day of May, 2009.

School Laws of Montana:

Section 20-3-321

Organization and Officers: (1) the Trustees of each district shall employ and appoint a competent person, who is not a member of the trustees, as the clerk of the district.

Clerk of the District: As provided in 20-3-321, the trustees shall employ and appoint a clerk of the district. The clerk of the district shall attend all meetings of the trustees to keep an accurate and permanent record of all the proceedings of each meeting. If the clerk is not present at a meeting, the trustees shall have one of their members or a district employee act as clerk for the meeting and such person shall supply the clerk with a certified copy of the proceedings. The clerk of the district also shall be the custodian of all documents, records, and reports of the trustees. Unless the trustees provide otherwise, the clerk shall:

- (1) Keep an accurate and detailed accounting record of all receipts and expenditures of the district in accordance with the financial administration provisions of this title; and
- (2) Prepare the annual trustees' report required under the provisions of 20-9-213(6).

BOARD OF TRUSTEES

THE BOARD OF TRUSTEES OF LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

2008-2009 DISTRICT GOALS

Lewistown Public Schools, as entrusted by the Lewistown Community, provides children with an accountable, high quality, rigorous education in a safe, nurturing environment; developing the full potential of each child and preparing them for lifelong success in their personal lives and careers, wherever they may be in the world.

Goal Area 1: Measurable Student Achievement

Statement of Intended Outcome, 2008-2009: *Lewistown Public Schools has developed an outstanding educational program that ensures that every student achieves the highest academic and/or vocational performance possible and has multiple opportunities to actively participate in both co-curricular and extra-curricular activities offered by our district. We use a multitude of measures to gauge student performance based on district-created progress goals. We adequately prepare students for their career and life choices. Our staff is highly supportive and enthusiastic about our differentiated approach to instruction.*

Strategic Objectives:

1. Involve staff and community in a discussion to determine whether full-time kindergarten is in the best interest of students and the district.
2. Support staff as they find ways to engage students in the required testing process.

Goal Area 2: Facilities

Statement of Intended Outcome, 2008-2009: *Lewistown Public Schools has developed a state-of-the-art facilities program that meets the needs of our students and staff on a long-term basis. We have prioritized our facility needs and have a plan in place for resources necessary to achieve our facilities program. Our facilities program is fully supported by our community. In planning for our facilities, we have adequately addressed the issue of technology and incorporated that in to our facilities plan.*

Strategic Objectives:

1. Begin and maintain a constructive dialog with airport officials and community members to develop a win-win solution for the bus barn at the Lewistown Airport.
2. Finalize and place the QZAB issue approved by voters in 2008.
3. Have in place and underway a process to develop, with staff and community, a 10-year facilities plan.
4. Begin the process of designing the elementary buildings HVAC restoration work approved by voters in 2008.

Goal Area 3: Community and Parental Engagement

Statement of Intended Outcome, 2008-2009: *Lewistown Public Schools has created an environment of collaboration and transparency with families of students and with our community as a whole. Families of students are actively involved in their children's education. The community is highly engaged in helping provide the best education possible for our children. As a result of our community's and family's commitment to public education, we have established a collaborative approach to solving public education issues that includes our local legislators.*

Strategic Objectives:

1. Obtain feedback on the Infinite Campus portal and parent use of it.
2. Implement steps to reach out to the community (don't wait for people to come to us), such as: visiting local coffee clubs, radio programs, newspaper articles and columns/opinions (from staff, administrators and trustees).

Goal Area 4: Technology

Statement of Intended Outcome, 2008-2009: *Lewistown Public Schools has developed a technology plan that incorporates regular upgrades of both hardware and software and training of staff on existing and new programs. We have successfully incorporated technology into our facilities and all aspects of our educational program in a methodical and effective manner that prepares our students for the real world. We have systems in place to ensure the safety of our students and compliance with district standards.*

Strategic Objectives:

1. Keep technology infrastructure current and sound (routers, switchers, servers, internet service and work stations). Continue to prevent problems and keep technology accessible (security, filtering, preventative updates).
2. Begin a discussion about how best to address the technology generational gap (between staff and students) and what role the District can play in educating parents about the ways their children use technology (in and out of school, for good and bad reasons).
3. Find ways to use the Infinite Campus portal to inform and engage the community.

Goal Area 5: Highly Qualified Staff

Statement of Intended Outcome, 2008-2009: *Lewistown Public Schools has developed a recruitment and retention program to ensure that the District hires and retains high quality, effective personnel. Our teachers and other staff have been provided professional development opportunities that directly correlate to the high academic standards set by the District. Our teachers and other staff have embraced the use of technology into all aspects of our educational programs. The staff shares the vision of the Board in providing differentiated educational programs to meet the needs of our students and achieve the District's high academic standards.*

Strategic Objectives:

1. Seek input from staff on non-financial ways to make jobs more rewarding.
2. Seek to remain competitive with classified, certified and administrative wages and benefits.

Goal Area 6: Fiscal Management and Responsibility

Statement of Intended Outcome, 2008-2009: *Lewistown Public Schools has secured adequate, sustainable funding from the State and has developed a process to prioritize the financial resources that we have according to the educational goals set by the District. We have secured funding sources that are not earmarked for specific causes and have the discretion to determine where funds are needed in order to achieve our high standards and our goals. Through our community engagement initiative, our community understands our budgeting process, supports our schools and understands our needs and strategic direction.*

Strategic Objectives:

1. Review all financial processes; streamline and consolidate these processes where possible; find ways to improve efficiencies and accountability in our financial processes while reducing, if possible, staff frustration with them.
2. Involve employees in budget development.
3. Maintain a strong presence (Board and administration) in legislative proceedings.
4. Conclude, prior to August 15, 2009, a review of the Strategic Plan with the adoption of new one-year goals and objectives (2009-2010) and two-year goals and objectives (2010-2011). Revisit our five-year goals and objectives and insure they still represent appropriate and realistic milestones on our way to our 20-year vision.

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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.

BOARD OF TRUSTEES

Dave Byerly, Chairman
 Jeremy Bristol
 Tara Cutler
 Jennifer Granot
 Becky Jackson
 Stan Monger
 Mary Schelle

Christmas Break - 10 School Days
 Spring Break - 2 School Days

LEWISTOWN PUBLIC SCHOOLS
2008-2009 SCHOOL CALENDAR

A. Pupil Instruction

| 90 Days | | | | | Second Semester | | | | | 90 Days | | | | |
|---------------|------|-------|------|----|-----------------|--------------|-----|-------|-----|---------|-----------|--|--|--|
| FIRST QUARTER | | | | | THIRD QUARTER | | | | | DAYS | | | | |
| First Week | Aug | 25 -- | Aug | 29 | 5 | First Week | Jan | 26 -- | Jan | 30 | 5 | | | |
| Second Week | Sept | 2 -- | Sept | 5 | 4 | Second Week | Feb | 2 -- | Feb | 6 | 5 | | | |
| Third Week | Sept | 8 -- | Sept | 12 | 5 | Third Week | Feb | 9 -- | Feb | 13 | 5 | | | |
| Fourth Week | Sept | 15 -- | Sept | 19 | 5 | Fourth Week | Feb | 16 -- | Feb | 20 | 5 | | | |
| Fifth Week | Sept | 23 -- | Sept | 26 | 4 | Fifth Week | Feb | 23 -- | Feb | 25 | 3 | | | |
| Sixth Week | Sept | 29 -- | Oct | 3 | 5 | Sixth Week | Mar | 2 -- | Mar | 6 | 5 | | | |
| Seventh Week | Oct | 6 -- | Oct | 10 | 5 | Seventh Week | Mar | 9 -- | Mar | 13 | 5 | | | |
| Eighth Week | Oct | 13 -- | Oct | 14 | 2 | Eighth Week | Mar | 16 -- | Mar | 20 | 5 | | | |
| Ninth Week | Oct | 20 -- | Oct | 24 | 5 | Ninth Week | Mar | 23 -- | Mar | 27 | 5 | | | |
| Tenth Week | Oct | 27 -- | Oct | 31 | 5 | Tenth Week | Mar | 30 -- | Mar | 31 | 2 | | | |
| | | | | | 45 | | | | | | 45 | | | |

| SECOND QUARTER | | | | | FOURTH QUARTER | | | | | DAYS | | | | |
|----------------|-----|-------|-----|----|----------------|--------------|-----|-------|-----|------|-----------|--|--|--|
| First Week | Nov | 3 -- | Nov | 5 | 3 | First Week | Apr | 1 -- | Apr | 3 | 3 | | | |
| Second Week | Nov | 10 -- | Nov | 14 | 5 | Second Week | Apr | 6 -- | Apr | 9 | 4 | | | |
| Third Week | Nov | 17 -- | Nov | 21 | 5 | Third Week | Apr | 14 -- | Apr | 17 | 4 | | | |
| Fourth Week | Nov | 24 -- | Nov | 26 | 3 | Fourth Week | Apr | 20 -- | Apr | 24 | 5 | | | |
| Fifth Week | Dec | 1 -- | Dec | 5 | 5 | Fifth Week | Apr | 27 -- | May | 1 | 5 | | | |
| Sixth Week | Dec | 8 -- | Dec | 12 | 5 | Sixth Week | May | 4 -- | May | 8 | 5 | | | |
| Seventh Week | Dec | 15 -- | Dec | 19 | 5 | Seventh Week | May | 11 -- | May | 15 | 5 | | | |
| Eighth Week | Jan | 5 -- | Jan | 9 | 5 | Eighth Week | May | 18 -- | May | 22 | 5 | | | |
| Ninth Week | Jan | 13 -- | Jan | 16 | 4 | Ninth Week | May | 26 -- | May | 29 | 4 | | | |
| Tenth Week | Jan | 19 -- | Jan | 23 | 5 | Tenth Week | Jun | 1 -- | Jun | 5 | 5 | | | |
| | | | | | 45 | | | | | | 45 | | | |

B. Pupil Instruction Related Days (No School for Students)

| | | | Totals |
|----------------|---|--|------------|
| August 21 & 22 | All Staff Orientation/PIR | | 2.0 |
| September 22 | PIR | | 1.0 |
| October 15 | 1/2 day PIR | | 0.5 |
| October 16-17 | Staff Development Days - Teachers Convention | | 2.0 |
| November 5-6 | Parent Teacher Conferences (Evening on 5th, All Day on 6th) | | 1.5 |
| January 12 | PIR | | 1.0 |
| April 7 | Parent Teacher Conference (Evening ONLY-- <u>Regular School Day for Students</u>) | | 0.5 |
| Floating | 1/2 Day PIR | | 0.5 |
| | | | 9.0 |

C. Holidays (Dates Inclusive)

| | |
|-----------------------|---|
| September 1 | Labor Day |
| September 22 | PIR (Vacation day for Students) |
| October 15-17 | Fall Vacation (Teachers - 15th--1/2 Day PIR-1/2 Day Vacation, 16 & 17 Convention) |
| November 6 | Parent Teacher Conferences (Vacation for Students) |
| November 7 | Veterans' Day (Observed) |
| November 27-28 | Thanksgiving Vacation |
| December 22-January 2 | Christmas Vacation |
| January 12 | PIR (Vacation day for Students) |
| February 26-27 | Boys/Girls Basketball Divisional Tournament |
| April 10-13 | Spring Break |
| May 25 | Memorial Day |

| 2008-2009 Regular Board Meetings | | |
|-------------------------------------|----|-----------|
| July | 28 | 5:30 p.m. |
| Aug. | 11 | 5:30 p.m. |
| Aug. | 25 | 7:00 p.m. |
| Sept. | 8 | 7:00 p.m. |
| Sept. | 22 | 7:00 p.m. |
| Oct. | 13 | 7:00 p.m. |
| Oct. | 27 | 7:00 p.m. |
| Nov. | 10 | 7:00 p.m. |
| Nov. | 24 | 7:00 p.m. |
| Dec. | 8 | 7:00 p.m. |
| Jan. | 12 | 7:00 p.m. |
| Jan. | 26 | 7:00 p.m. |
| Feb. | 9 | 7:00 p.m. |
| Feb. | 23 | 7:00 p.m. |
| Mar. | 9 | 7:00 p.m. |
| Mar. | 23 | 7:00 p.m. |
| Apr. | 13 | 7:00 p.m. |
| Apr. | 27 | 7:00 p.m. |
| May | 11 | 7:00 p.m. |
| May** | 26 | 7:00 p.m. |
| June | 8 | 5:30 p.m. |
| June | 22 | 5:30 p.m. |

** Tuesday