

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room

215 7th Avenue South
Lewistown, Montana 59457

MONDAY, April 12, 2021

REGULAR BOARD MEETING

PAGE 1

Meeting ID

meet.google.com/ohn-pevc-xic

Phone Numbers

[\(US\)+1 484-841-5694](tel:(US)14848415694)

PIN: 504 949 445#

CALL TO ORDER (6:00 P.M.)

1. Pledge of Allegiance
2. Roll Call
3. Motion to Set Agenda
4. Honor and Recognize Jessica Vallincourt – National Board Certification
5. Presentation – Bridget Ekstrom, DA Davidson – Preliminary Bond Estimates
6. Report—Student Representative
7. Report—LEA
8. Report—Committees of the Board
9. Calendar Items, Concerns, Correspondence, Etc.
10. Report—Election Information
11. Report—Budget Update

SUPERINTENDENT'S REPORT

12. Report—Investment
13. Report—Superintendent

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

15. Minutes of the March 8, 2021 Regular Board Meeting
Minutes of the March 23, 2021 Special Board Meeting

APPROVAL OF CLAIMS

16. Claims

INDIVIDUAL ITEMS

17. Approve Agreement between Lewistown Public Schools and the City of Lewistown 2020-2021
18. Approve Second Reading – Board Policy 6413 – Benefits for Classified Administrators
19. Approve Second Reading – Board Policy 6412 – Benefits for Principals

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MONDAY, April 12, 2021

REGULAR BOARD MEETING
CONTINUED PAGE 2

20. Approve First Reading – New Board Policy 1010FE – Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils
21. Approve STAR Program Multi-District Agreement with CMLRCC
22. Approve MOA with Lewistown Education Association Revising Covid Leave Provisions
23. Suspension of District Policy 1310
24. Approve Policy 1910 – COVID-19 Emergency Measures
25. Consider Proposal for Superintendent Contract
26. Approve 2021-2022 Classified Salary Matrix
27. Approve Certification for Indirect Cost Rates for FY 2021-2022
28. Approve Out-Of-District Student Attendance Agreement Requests for Placement In and Out of Lewistown Public Schools.
29. Approve Issuing Contracts for the Certified and Classified Administrators for the 202-2022 School Year
30. Approve Additions to the Substitute List for the 2020-2021 School Year
31. Approve MOA with Lewistown Education Association allowing for clarification of Years of Service for newly hired certified staff
32. Approve Personnel Report

TERMINATION HEARING-EXECUTIVE SESSION

33. Discipline Hearing

ACTION ITEM

34. Action on Discipline Hearing

ADJOURNMENT

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

PUBLIC PARTICIPATION

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

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

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

Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

4

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

ITEM TITLE: HONOR AND RECOGNIZE JESSICA VALLINCOURT – NATIONAL BOARD CERTIFICATION

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

Jessica Vallincourt, English Teacher at Fergus High School, will be honored and recognized for completing her National Board Certification

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

5

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

ITEM TITLE: PRESENTATION – BRIDGET EKSTROM, DA DAVIDSON – PRELIMINARY BOND ESTIMATES

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

SUMMARY:

Bridget Eckstrom, representing DA Davidson will present to the Board of Trustees information pertaining to facility planning and preliminary bond estimates.

SUGGESTED ACTION: Informational

☒ Additional Information Attached

NOTES:

Lewistown Schools

MILL LEVY IMPACT ANALYSIS

\$29,000,000 General Obligation Bonds

	<u>20-Year Term</u> \$20.4 million Elem/\$8.6 million HS			<u>25-Year Term</u> \$20.4 million Elem/\$8.6 million HS		
Mill Levy Computation:	<i>ELEM</i>	<i>HS</i>	<i>TOTAL</i>	<i>ELEM</i>	<i>HS</i>	<i>TOTAL</i>
Par Amount of the Bonds:	<u>\$20,400,000</u>	<u>\$8,600,000</u>	<u>\$29,000,000</u>	<u>\$20,400,000</u>	<u>\$8,600,000</u>	<u>\$29,000,000</u>
Total Estimated Interest Over Life of Bond (1):	\$10,101,000	\$4,028,442	\$14,129,442	\$12,766,800	\$5,204,963	\$17,971,763
Est. Annual Bond Payment Over 20 and 25 Year Terms:	\$1,220,040	\$505,138	\$2,156,472	\$1,326,672	\$552,199	\$1,878,871
DIVIDED BY: District's 2020/21 Mill Values:	<u>\$13,659.591</u>	<u>\$14,905.031</u>	=	<u>\$13,659.591</u>	<u>\$14,905.031</u>	=
EQUALS: Est. Number of Annual Mills Required:	89.32	33.89	123.21	97.12	37.05	134.17

Estimated Tax Increase for Individual RESIDENTIAL TAXPAYER:

2020/21 Tax Year "ASSESSED VALUE" of Residential Property (2)	2020/21 Tax Year "TAXABLE VALUE" of Residential Property (2)	Estimated "ANNUAL" Tax (3)	Estimated "ANNUAL" Tax (3)	Estimated Total "ANNUAL" Tax (3)	Est. Total "Monthly" Tax (3)	Estimated "ANNUAL" Tax (3)	Estimated "ANNUAL" Tax (3)	Estimated Total "ANNUAL" Tax (3)	Est. Total "Monthly" Tax (3)
\$100,000	\$1,350	\$120.58	\$45.75	\$166.33	\$13.86	\$131.12	\$50.01	\$181.13	\$15.09
\$200,000	\$2,700	\$241.16	\$91.50	\$332.66	\$27.72	\$262.23	\$100.03	\$362.26	\$30.19

* All property owners (including farming and ranching operations, commercial businesses, home owners etc...) should use the following formula to calculate the estimated tax impact of the Bond issue. Look up the Property's "Taxable Value" from Personal Tax Statement or the following State website (<http://svc.mt.gov/dor/property/prc>) and use the following formula: **"Taxable Value" X Mills/1,000 = Estimated Annual Tax Impact of the Bonds**

- (1) Based on an estimated combined Elementary and HS true interest cost rates of 2.94% over the 20-year term and 3.19% over the 25-year term (with additional premium generated for the Projects for costs).
- (2) Based upon Class 4 residential property. The "Market Valuation" for tax purposes will be different than the valuation of most residential real property for resale purposes. To better calculate the estimated tax impact of the bond issue, property owners should look up their exact taxable value as shown on their personal tax statement and use the formula shown above in grey.
- (3) Tax Impacts are based on property tax legislation adopted at the 2015 Legislative Session and the 2019 Department of Revenue reappraisal effective for the 2019/20 and 2020/21 tax years. Tax impact information varies every year depending on such factors as District Mill Value, State reimbursement (if any), method of calculating taxable valuation and actual debt service.

LEWISTOWN ELEMENTARY AND HIGH SCHOOL DISTRICTS

--- DEBT LIMITATION CALCULATION for 2021/22 ---

DEBT LIMITATION CALCULATION:

Elem District

HS District

Each District's debt limitation is the greater of Option 1 or Option 2 as highlighted below.

OPTION 1 – STATEWIDE AVERAGE FORMULA

2021/22 State Average Taxable Valuation Per ANB	\$40,050	\$98,960
X School District's ANB for the 2021/22 Budget	<u>879</u>	<u>342</u>
Total	\$35,203,950	\$33,844,320
X Debt Limit Rate of 100% (up from 50%)	<u>1.00</u>	<u>1.00</u>
Maximum Debt Capacity	\$35,203,950	\$33,844,320
Less: Outstanding General Obligation Bonds/Loans	\$0	\$0
Current Elem/HS Debt Capacity Calculation	<u>\$35,203,950</u>	<u>\$33,115,860</u>

OPTION 2 – DISTRICT TAXABLE VALUATION FORMULA

Total 2020/21 District Taxable Valuation	\$13,659,591	\$14,905,031
X Debt Limit Rate of 100% (up from 50%)	<u>1.00</u>	<u>1.00</u>
Maximum Debt Capacity	<u>\$13,659,591</u>	<u>\$14,905,031</u>
Less: Outstanding General Obligation Bonds/Loans	<u>\$0</u>	<u>\$0</u>
Current Elem/HS Debt Capacity Calculation	<u>\$13,659,591</u>	<u>\$14,905,031</u>

Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

6

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

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees Prepared By: Malorie Woolett

SUMMARY:

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

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

7

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

ITEM TITLE: REPORT—LEWISTOWN EDUCATION ASSOCIATION (LEA)

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

SUMMARY:

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

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

8

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

ITEM TITLE: REPORT—COMMITTEES OF THE BOARD

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

SUMMARY:

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

Attached is the list for Standing Committees of the Board for the 2020-2021 School Year.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

STANDING COMMITTEES OF THE BOARD
2020-2021 School Year

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

OTHER COMMITTEES WITH BOARD REPRESENTATION
2020-2021 School Year

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

9

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

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

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

SUMMARY:

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

Compliance Monitoring for Special Services Letter
Montana Advance Opportunities Letter
Central Montana Foundation Scholarships
Summer Program to address Learning Loss
20 Day Plans

SUGGESTED ACTION:

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

10

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

ITEM TITLE: REPORT—ELECTION INFORMATION

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

SUMMARY:

Rebekah Rhoades, Business Manager/District Clerk, will report on the election calendar and procedures for 2021.

Attached are the Terms of Office Listing and the 2021 School Election Calendar.

Board members terms of office that are due to expire in 2021 include: CJ Bailey and Monte Weeden

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD MEMBERS TERMS OF OFFICE

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

	Expire 2021	Expire 2022	Expire 2023
SCHOOL DISTRICT #1	CJ Bailey Monte Weeden	Phillip R. Koterba Jennifer Thompson	Kris Birdwell Jeff Southworth Doreen Heintz

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

_____ 3-year term (to expire in 2024)

_____ 3-year term (to expire in 2024)

Declaration of Intent Filed for Nomination of School Board Trustee:

CJ Bailey
Paul W. Bateman
Whitney (Miller) Brady
Shawn Cox
Forrest E. C. Decker
Zane Fulbright
Christine Geary
Aaron M Golik
Christine Solheim

**LEWISTOWN PUBLIC SCHOOLS
ELECTION HISTORY**

ELEMENTARY										
	1997	1998	1999	2000	2001	2002	2003	2004	2005	
AMOUNT	\$268,571.05	\$169,267.06	\$165,301.94	\$27,075.62	NONE	\$29,997.63	\$46,533.25	\$15,336.91	\$31,500.00	\$98,000.00
MILLS	28.25	17.49	14.71	2.05			4.65	1.52		
FOR	560	569	497	510			786	661		
AGAINST	324	291	17	166			287	249		
PASS/FAIL	PASS	PASS	PASS	PASS		PASS	PASS	PASS		PASS
MAIL/POLL	POLL	POLL	POLL	POLL			POLL	POLL		
TYPE	GF LEVY	GF LEVY	GF LEVY	GF LEVY		TECH	GF LEVY	GF LEVY	TECH	BR LEVY (10YR)

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

ELEMENTARY										
	2015	2016	2017	2018	2019	2020				
AMOUNT	\$98,000.00	\$79,449.41	\$98,000.00	\$68,606.20	NONE	\$44,638.12	\$51,646.08			
MILLS	8.33	6.58	8.17	5.54		3.46	3.82			
FOR	1126	1157	845	966		1295	1576			
AGAINST	1173	1146	542	703		1039	1052			
PASS/FAIL	FAIL	PASS	PASS	PASS		PASS	PASS			
MAIL/POLL	MAIL	MAIL	POLL	POLL		MAIL	MAIL			
TYPE	BR LEVY (10 YR)	GF LEVY	BR LEVY (10 YR)	GF LEVY		GF LEVY	GF LEVY			

HIGH SCHOOL										
	1997	1998	1999	2000	2001	2002	2003	2004	2005	
AMOUNT	\$32,867.01	\$107,066.90	\$69,582.16	NONE	NONE	\$51,165.05	\$87,613.29	\$55,318.87	\$101.00	\$98,000.00
MILLS	2.62	8.59	5.70				8.09	5.07	9.37	
FOR	696	673	517				758	641	514	
AGAINST	449	490	18				325	272	289	
PASS/FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
MAIL/POLL	POLL	POLL	POLL	POLL	POLL	POLL	POLL	POLL	POLL	
TYPE	GF LEVY	GF LEVY	GF LEVY	GF LEVY	GF LEVY	TECH	GF LEVY	GF LEVY	GF LEVY	BR LEVY (10YR)

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

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


AS OF DECEMBER 2020:

# ABSENTEE VOTERS IN ELEMENTARY DISTRICT	4149	72%
# POLL VOTERS IN THE ELEMENTARY DISTRICT	1605	28%
TOTAL # OF VOTERS IN ELEMENTARY DISTRICT	5754	
# ABSENTEE VOTERS IN THE HS DISTRICT	173	66%
# POLL VOTERS IN THE HS DISTRICT	88	34%
# OF VOTERS IN THE HS DISTRICT	261	

SCHOOL ELECTION CALENDAR 2021

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
No earlier than 145 days, or later than 40 days before	Thursday, December 10 through Thursday, March 25	Trustee candidates file for election. A Declaration of Intent and Oath of Candidacy must be filed with district clerk (regardless of who is running the election). NO CANDIDATE MAY APPEAR ON THE BALLOT UNLESS THE CANDIDATE MEETS THIS DEADLINE. <i>Candidate should be registered to vote at the time the Oath is filed.</i>	13-10-201 20-3-305
At least 70 days before	Tuesday, February 23	Trustees call for an election. The trustees must pass a resolution stating: 1) the date of the election; 2) the purpose of the election; 3) whether the election will be by mail or poll; 4) the voting locations and boundaries for each location, if there are multiple locations within a district (if changed from a previous school election the new locations must be specifically noted); and 5) the time the polls will open, if before noon. The trustees do NOT have to set levy amounts at this time; however, they must be set in time for the clerk to certify the ballot (not less than 30 days before the election). The resolution must be delivered to the county election administrator within 3 days of passage, but it need NOT be posted. The trustees must also appoint three election judges per precinct. <ul style="list-style-type: none">• Bond Elections are subject to additional requirements (see 20-9-422, MCA).• Request for a mail ballot election must be sent from trustees to the election administrator. Exception: Even if no request is received, the election administrator could decide to request a mail ballot election.	13-19-202 13-19-203 20-9-422 20-20-201 20-20-203
At least 67 days before (within 3 days of passage of the election resolution)	Friday, February 26	Last day to file resolutions for school election with county election administrator. To assist with the provisions of late registration, include the name and best contact number for the district's election administrator with the resolution.	20-20-201(2)(a)
At least 60 days before	Friday, March 5	Election administrator sends mail ballot election plan/timetable/sample instructions to the Secretary of State's Office so that it is received by this deadline (e.g., fax, mail, or e-mail to SOS office (not post marked)). One plan must be submitted for each election. As soon as the plan (and any amendments are approved), forward a copy of the mail ballot plan to the county election administrator. Link to instructions: Mail Ballot Plan Timetable and Instructions	13-19-205
4 weeks preceding the close of regular registration	Monday, March 8	Notice of close of regular registration. The county election administrator publishes the notice of close of regular registration for school districts at least 3 times in the 4 weeks preceding the close of regular registration. Contact the county election administrator to coordinate that publication.	13-2-301
Not later than 5pm the day before ballot certification	Thursday, April 1 (by 5 p.m.)	Last day trustee candidates may withdraw from the election. Any candidate that has already filed for election, but wishes to withdraw their name, may do so by sending a statement of withdrawal to the election administrator.	20-3-305(3)(a)
Not later than 5pm the day before ballot certification	Thursday, April 1 (by 5 p.m.)	Deadline for write-in candidate for a trustee position on a school board to file Declaration of Intent (must be filed with the district clerk, regardless of who is running the election).	20-3-305(2)(b)
No later than the 30th day before	Friday, April 2	Deadline to notify election judges of appointment.	13-4-101

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Not less than 30 days before	Friday, April 2	Election administrator certifies ballot. The election administrator prepares the final ballot form, listing all candidates and propositions to be voted upon. The ballot must then be delivered to the election administrator, if other than the clerk. <i>Trustees must pass a resolution stating exact levy amounts by this date for the clerk to certify the ballot.</i> This resolution must include the durational limit, if any, on the levy.	20-20-401 15-10-425
Not less than 30 days before	Friday, April 2	Election by Acclamation and Cancellation of Election - Notice. If the number of candidates filing a nomination petition or filing a declaration of intent to be a write-in candidate is equal to or less than the number of open trustee positions to be elected, the trustees may cancel the election. They must then give notice that a trustee election will not be held. The trustee election may not be declared by acclamation until all candidate filing deadlines have passed. Send a copy to the county election administrator to aid with the provisions of late registration. <i>**A trustee election held in single-member or trustee nominating district is considered a separate trustee election for declaring the election by acclamation.</i>	20-3-313
30 days before any election	Monday, April 5	Close of regular voter registration. Registration forms postmarked by this date and received within 3 days are accepted for regular registration. Late registration must be completed at the county election office.	13-2-301
Not more than 30 days before	Monday, April 5	Contact your county election administrator for the absentee ballot list.	13-13-212 20-20-312
Day after Close of Regular Registration	Tuesday, April 6	Start of Late Registration. Late voter registration starts and continues through the close of polls on election day, except that late registration is closed from noon to 5 pm on the day before the election. Late registration must be completed at the office of the county election administrator.	13-2-304
Not less than 10 days, or more than 40 days before	Thursday March 25 Through Saturday, April 24	Notice of election is posted. The election notice must be published in a newspaper of general circulation in the district, if available, posted in at least three public places in the district AND posted on the district's website for the 10 days prior to the election, if the district has an active website. Notice using any other recognized media may be used to supplement the posting. The notice must include: 1) the date and voting locations for the election; 2) voting location hours; 3) each proposition to be considered by the electorate; 4) the number of trustee positions, if any, subject to election and the length of the terms for those positions; 5) where and how absentee ballots may be obtained; and 6) where and how late registrants may obtain a ballot on election day. <ul style="list-style-type: none">• If the polling place has changed from the previous school election, that change must be referred to in the notice.• If more than one proposition will be considered in the same district, each proposition must be set apart and identified, or placed in separate notices.	20-20-204
At least 20 days before	Wednesday, April 14	Absentee ballots available. The election administrator prepares ballots for absentee voters. Remember to enclose four things in the absentee package. <ul style="list-style-type: none">• The ballot (with stubs removed);• Instructions for voting and returning the ballot;• A secrecy envelope, free of marks that would identify the voter; and• A self-addressed, return envelope with affirmation printed on the back.	13-13-214 20-20-401
Not before the 20 th day nor later than the 15 th day	Wednesday, April 14 through Monday, April 19	Mail ballots mailed. If mail ballot election is used, all ballots must be mailed on the same day (the day noted in the district's mail ballot plan), except that if an inactive elector reactivates after the ballots are mailed, the elector should be provided with or mailed a ballot. If the elector reactivates after noon on the day before election day, the elector must come in on election day to receive a ballot.	13-19-207

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Not more than 10 days or less than 2 days before	Saturday, April 24 through Sunday, May 2	Absentee/Mail Ballot Counting Notice. Districts must publish in a newspaper of general circulation in the county a notice indicating the method that will be used for counting absentee/mail ballots and the place and time that the absentee/mail ballots will be counted on election day. <i>If the district publishes their notice of election on the 10th day prior to the election, in a newspaper of general circulation in the county, this information may be included in that notice.</i>	13-15-105
Day before (By Noon)	Monday, May 3	Deadline for absentee ballot requests. Voters who wish to vote absentee may request an absentee ballot in writing or in person until noon the day before the election.	13-13-211 13-13-214
Day before	Monday, May 3	Deliver certified copy of the lists of registered electors. Before the day of election, the county election administrator shall deliver a certified copy of the lists of registered electors for each voting location to the district. The district shall deliver them to the election judges prior to the opening of a voting location.	20-20-313
Day before (between noon and 5pm)	Monday, May 3	Late registration closed. Late registration is closed between noon and 5pm the day before the election. Electors may late register on election day at the office of the county election administrator.	13-2-304
Election Day 	Tuesday, May 4	ELECTION DAY. The election administrator must prepare the polling places, printed ballots, ensure election judges are present, and conduct a fair and unbiased election. Notify election judges of the names of write-in candidates	Title 13 20-20-105 20-20-401 20-20-411
No sooner than 3pm on the 6 th day after the election	Monday, May 10	The first date that provisional ballots may be counted. Following the election, unresolved provisional ballots are sealed. These ballots may not be opened until after 3pm on the 6 th day after election. The election judges convene, and a determination is made as to whether the ballots are counted. If there are provisional ballots in a school election, the canvass may not occur until after all provisional ballots are resolved.	13-15-107
Following receipt of the tally sheets from all polls and within 25 days after the election	By Friday, May 28	Trustees canvass the votes, issue certificates of election, and publish results. Trustees review the tally sheets compiled by the election judges to ascertain their accuracy. Recounts are ordered, if necessary. If tally is complete and accurate, trustees issue certificates of election to successful candidates. The canvassed results shall be published immediately in a newspaper that will give notice to the largest number of people in the district. <i>If the election was called by acclamation the trustees should still canvass results and issues certificates of election at this time.</i>	20-20-415 20-20-416
Within 5 days after the official canvass	Monday, May 10 through Wednesday, June 2	Deadline for filing a petition for recount. When a question submitted to a vote of the people is decided by a margin not exceeding $\frac{1}{4}$ of 1% of the total votes cast for and against the question, a petition for recount must be filed within 5 days after the official canvass.	13-16-201
Within 5 days of receipt of notice from the election administrator	Monday, May 10 through Monday, June 7	Deadline for convening the School Recount Board. When a tie vote has been certified to the election administrator or conditions have been met for filing a recount petition, the board shall convene at its usual meeting place to perform a recount. The recount must be completed within 5 days of receipt of official canvass or recount petition.	13-16-204 20-20-420
Within 25 days of election	By Friday, May 28	Deadline for trustees to hold organizational meeting to elect chair and appoint clerk.	20-3-321

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
June 1	Tuesday, June 1	Deadline for trustees to request county election administrator to conduct school elections for next year. The school district clerk/election administrator is designated the election administrator for school elections. However, the trustees of any district may request the county election administrator to become the election administrator for school elections. The request must be made by a resolution of the board of trustees. If the county accepts, then the county must perform all the duties the school clerk would have. The school district must assume all costs of the election.	20-20-417
Within 15 days after receipt of certificate of election	By Friday, June 11	Candidate completes and files Oath of Office with the County Superintendent. <i>*Newly elected trustees may not be seated until the oath is filed. The issuance and the oath may be administered at the organizational meeting but must be completed within 15 days of issuance.</i> <i>**In the event of a recount, the deadline for a candidate to complete and file the oath is 15 days from receipt of the certificate of election.</i>	20-3-307 20-1-202 1-6-101

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

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

Additional References:

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

Election Manual: [School Election Handbook](#)

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

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

11

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

ITEM TITLE: REPORT—BUDGET UPDATE

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

SUMMARY:

Rebekah Rhoades, Business Manager/District Clerk, would like to update the Board of Trustees regarding some preliminary information regarding the 2021-2022 General Fund Budgets and ESSER Funds.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

2021-2022 PRELIMINARY BUDGET PROJECTIONS

As of 4/12/2021

ELEMENTARY

Current Year (2020-2021) Budget	\$6,743,983.89	
2021-2022 Projected Budgets	\$6,739,462.28	without a vote
FY21 Budget vs FY22 Budget	(\$4,521.61)	lower without a vote
<u>Preliminary</u> Budget Shortfall	(\$50,495.43)	without a vote

HIGH SCHOOL

Current Year (2020-2021) Budget	\$3,270,188.03	
2021-2022 Projected Budgets	\$3,292,572.08	without a vote
FY21 Budget vs FY22 Budget	\$22,384.05	higher without a vote
<u>Preliminary</u> Budget Shortfall	(\$94,351.92)	without a vote

Includes: Increase in Tuition Levy for STAR Classroom & FHS Behavior Classroom,
Use of ESSER II to fund increase in Counseling fte's, add 1.0 fte to address learning
loss, purchase Curriculum

Unknowns: LEGISLATURE, Health Insurance, Retirements/Staff Resignations,
Kindergarten Enrollment, Title I Funding, ESSER II and ESSER III

Federal Economic/Education Relief Bill: ESSER II *Potential* Amounts
Elementary - \$795,469
High School - \$245,824

Federal Economic/Education Relief Bill: ESSER III *Potential* Amounts
Elementary - \$1,893,216
High School - \$585,061

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

12

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

ITEM TITLE: REPORT—INVESTMENT

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

SUMMARY:

Interest for March 2021 is as follows:

Elementary = \$1,197.88
High School = \$1,192.33

SUGGESTED ACTION: Informational

☐ **Additional Information Attached**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

13

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

ITEM TITLE: REPORT—SUPERINTENDENT

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

SUMMARY:

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

- ❖ Staffing Update
- ❖ Legislative Update
- ❖ Testing Waiver denied
- ❖ PIR Committee and Summer Professional Development
- ❖ Bond Brochures, Listening Sessions and Summer Tours
- ❖ 4th Grade Music Program – April 13 7 pm
- ❖ OPI Virtual Job Fair – April 14
- ❖ School Board Candidates Forum – April 15, 6 pm @ FCPA
- ❖ Principal's Cup Academic Competition – April 16
- ❖ District Music Festival – April 16-17
- ❖ ACT Make up Test – April 20
- ❖ 3rd Grade Music Program – April 22, 7pm @ FCPA
- ❖ Flex Friday – April 23
- ❖ 2nd Grade Music Program – April 29, 6 pm @ FCPA
- ❖ State Solo & Ensemble – May 7-8 @ Billings
- ❖ Home Athletic Events:
 - TR – Twilight Meet – April 20
 - TNS v. Havre, Glendive and Miles City – April 24
 - SB v. Dawson – May 8

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

14

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

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

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

SUMMARY:

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

SUGGESTED ACTION:

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

15

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

ITEM TITLE: MINUTES

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

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the March 8, 2021, Regular Board Meeting
- Minutes of the March 23, 2021 Special Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

☒ **Additional Information Attached**

NOTES:

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

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

**LINCOLN BOARD ROOM and via Google Meet
215 Seventh Avenue South
Lewistown, Montana 59457**

MONDAY, March 8, 2021

REGULAR BOARD MEETING

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

1. ROLL CALL
TRUSTEES PRESENT:
CJ Bailey, Kris Birdwell, Jennifer Thompson, Jeff Southworth, Monte Weeden
TRUSTEES ABSENT:
Phil Koterba, Doreen Heintz
STAFF PRESENT:
Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades, Luke Brandon—LEA President
OTHERS PRESENT:
Heidi Weber – KXLO Radio, Malorie Woolett – Student Representative to the Board, Tony Houtz – Cushing Terrell Architects and other interested parties.
2. PLEDGE OF ALLEGIANCE
3. Motion to Set Agenda – Approved Unanimously (Bailey/Birdwell)
4. Presentation – Cushing-Terrell Architect Firm
Tony Houtz presented an updated building plan for the potential bond. Board discussion regarding the plan ensued. Tony asked that the Board have an action item at the next Board Meeting to decide whether or not to move forward with community outreach and a bond election. Trustee Weeden reported that the Building and Grounds Meeting trimmed the initial bond from \$34 million to the \$25-30 million. A special board meeting will be held on Tuesday, March 23rd at 6:00pm.
5. Report—Student Representative
Malorie Woolett, Student Representative, updated the Board on activities at Fergus High School.
6. Report—LEA
Luke Brandon, LEA President, updated the Board on activities and happenings with the Lewistown Education Association.
7. Report—Committees of the Board
The Building and Grounds Committee met on 2/17/21 to discuss the bond as explained above by Tony Houtz with Cushing Terrell.

The Job Descriptions Review Committee met on 2/11/21 to look at Job Descriptions, Job Duties and discuss reviewing Classified Admin salaries and Classified Salary Matrix. The Committee will be meeting again in June after the Administrators assign duties.

8. Calendar Items, Concerns, Correspondence, Etc.

Mr. Peck presented the following to the Board:

- Montana Advanced Opportunities Act (HB357) recipient letter
- OPI Letter on Transformational Learning
- PIR Committee for 2021-22 School Year
- Winter Assessments
- 20 Day Plans
- 5 Year Strategic Plan

SUPERINTENDENT'S REPORT

9. Report—Election Information

Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the 2021 School Election Calendar and advised them of the Trustee seats that will be up for election in 2021 – CJ Bailey and Monte Weeden.

10. Report—Budget Update

Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the budget outlook for 2021-2022 school year and updates

11. Report—Investment

Interest for February 2021 was \$1,667.80 in the High School and \$1,789.23 in the Elementary for a total of \$3,457.03.

12. Report—Superintendent

Superintendent Peck informed the Board that Matt Lewis was just awarded the position of NAESP Zone 7 Director. Mr. Peck updated the Board on staffing throughout the District. An update on the Coronavirus response in the school district was given and the District is doing well with no quarantines in the past 3 weeks. He reported that teaching staff is now eligible for vaccinations through a federal program with pharmacies. Mr. Peck provided an update on Legislative activities. Denton, Geyser and Stanford has asked the Board to consider a junior high sports cooperative for football, wrestling and softball with the intent that a high school cooperative be made in the next 2 years. This will likely be presented by DGS at the May School Board Meeting. The Board was updated on various dates/events taking place throughout the District.

PUBLIC PARTICIPATION

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

There was no public participation.

ACTION ITEMS

MINUTES

14. Minutes of the February 8, 2021, Regular Board Meeting
- Approved Unanimously (Weeden/Southworth)

APPROVAL OF CLAIMS

15. Claims – The claims referenced in the 2020-2021 Bill Schedule and submitted through March 5, 2021, were approved unanimously (Bailey/Weeden). The Finance Committee for January – March 2021 is Board Chair Phillip Koterba, CJ Bailey, Jennifer Thompson, and Doreen Heintz. New Finance Committee – Board Chair Phillip Koterba, Jeff Southworth, Kris Birdwell, and Doreen Heintz.

INDIVIDUAL ITEMS

16. Approve First Reading – Board Policy 6413 – Benefits for Classified Administrators – Approved Unanimously (Bailey/Birdwell)
17. Approve First Reading – Board Policy 6412 – Benefits for Principals – Approved Unanimously (Bailey/Southworth)
18. Approve Memorandum of Understanding with Lewistown Education Association – Approved Unanimously (Weeden/Bailey)
Discussion ensued regarding continued evaluation of protocols from the CDC, State and County Health.
19. Approve Multi-District Agreement for Technology Services – Approved Unanimously (Bailey/Birdwell)
20. Approve Issuing Contracts for Certified Staff – Approved Unanimously (Bailey/Southworth)
21. Set Elementary District Number One Levy Amount to \$0 – Approved Unanimously (Bailey/Southworth)
22. Set High School District Number One Levy Amount to \$0– Approved Unanimously (Bailey/Weeden)
23. Approve Adoption of Resolution Estimating Changes in Revenues/Mills from Tuition, Adult Education, Building Reserve, Transportation and Bus Depreciation Levies for School Fiscal Year 2022 – Approved Unanimously (Southworth/Birdwell)
24. Approve 2021-2022 School Calendar – Approved Unanimously (Bailey/Weeden)
25. Approve Additions to the Substitute List for the 2020-2021 School Year – Approved Unanimously (Birdwell/Southworth)
26. Approve Personnel Report – See Exhibit A – Approved Unanimously (Weeden/Bailey)

ADJOURNMENT

The meeting was adjourned at 8:19 p.m (Thompson). The next regular meeting will be held at 6:00 p.m. on Monday, April 12, 2021, at the Lincoln Board Room.

JENNIFER THOMPSON
BOARD VICE CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

EXHIBIT 'A'
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Monday March 8, 2021

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
BROWN-CHAUVET, Lori	Elementary Teacher	Garfield Elementary School	Accept letter of resignation	5/28/2021	Matt Lewis	See Attached Letter
DISTAD, Gary	Mechanic	Transportation	Accept letter of resignation	3/1/2021	Rob Odermann	See Attached Letter
FRY, JUDY	Paraprofessional	Garfield Elementary School	Accept letter of resignation	5/28/2021	Matt Lewis	See Attached Letter
GAINES, Katheryn	Food Server/Kitchen Aide	Highland Park Elementary School/Central Kitchen	Accept letter of resignation	2/22/2021	Amie Friesen	See Attached Letter
LAROWE, D. Nycole	Girls Basketball Coach	Fergus High School	Accept letter of resignation	3/9/2021	Paul Bartos	See Attached Letter
RHOADES, Rebekah	Assistant -1 Track Coach	Jr. High School	Approve appointment on schedule --(.050 x \$34,748.00) \$1,737.40	3/22/2021	Jeff Friesen	Replacing Julianna Parker
SANDERS, Casey	Teacher	Jr. High School	Accept letter of resignation	5/28/2021	Jeff Friesen	See Attached Letter
VAUGHN, Teresa	Counselor	Fergus High School	Approve appointment on schedule -- MA Step 11, 1.0 FTE for 187 days	7/1/2021	Tim Majerus	Replacing Karen Durbin
ZIEGLOWSKI, Steve	Counselor	Jr. High School	Approve appointment on schedule -- MA + 10 Step 9, 1.0 FTE for 187 days	7/1/2021	Jeff Friesen	Replacing Teresa Majerus

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

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

Monday, March 23, 2021

SPECIAL BOARD MEETING

CALL TO ORDER (6:00 P.M.)

1. ROLL CALL

TRUSTEES PRESENT:

Doreen Heintz, Jennifer Thompson, Kris Birdwell, CJ Bailey, Jeff Southworth, Monte Weeden

TRUSTEES ABSENT:

Phil Koterba

STAFF PRESENT:

Superintendent Thom Peck, Business Manager Rebekah Rhoades, Tim Majerus, Jason Fry, Jeff Friesen and others via Google Meet

OTHERS PRESENT:

Heidi Weber – KXLO Radio, Tony Houtz – Cushing Terrell Architects and others in person and via Google Meet

2. PLEDGE OF ALLEGIANCE

The group recited the Pledge of Allegiance.

DISCUSSION

3. PRESENTATION – LEWISTOWN JUNIOR HIGH GIS TEAM

Suzie Flentie, LJHS Science Teacher, presented the Samsung Solve for Tomorrow Video that was submitted for 2021.

PUBLIC PARTICIPATION

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

There was no public participation.

BOARD OF TRUSTEES

ACTION ITEMS

5. APPROVE FACILITIES BOND PROPOSAL FOR NOVEMBER 2021 FOR THE LEWISTOWN ELEMENTARY AND FERGUS HIGH SCHOOL DISTRICTS NOT TO EXCEED THE TOTAL AMOUNT OF \$29 MILLION – Approved Unanimously (Bailey/Weeden)
6. APPROVE PERSONNEL REPORT – see Exhibit A – Approved Unanimously (Bailey/Weeden)

ADJOURNMENT

The meeting was adjourned at 7:27 p.m. (Thompson – unanimous).

JENNIFER THOMPSON
BOARD VICE CHAIR

REBEKAH RHOADES
BUSINESS MANAGER

EXHIBIT 'A'

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Tuesday March 23, 2021

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
BIRDWELL, Danielle	Elementary Teacher	Garfield Elementary School	Approve appointment on schedule --BA Step 0, 1.0 FTE	7/1/2021	Matt Lewis	Replacing Susan Standley
BUEHLER, Dylan	Teacher	Lewistown Jr. High School	Contract Previously Issued	7/1/2021	Jeff Friesen	Replacing Suzy Flentie
DOHRMANN, Marne	Elementary Teacher	Garfield Elementary School	Approve appointment on schedule --MA Step 9, 1.0 FTE	7/1/2021	Matt Lewis	Replacing Lori Brown-Chavet
GATZ, Tessa	First Assistant Tennis Coach	Fergus High School	Approve appointment on schedule --(0.105 x \$34,748.00) \$3,648.54	3/23/2021	Paul Bartos	Replacing Matt Gruener
WELSH, Devney	Elementary Teacher	Highland Park Elementary School	Accept Letter of Resignation	3/10/2021	Matthew Ventresca	See attached letter

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

16

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

ITEM TITLE: CLAIMS

Requested By: Board of Trustees **Prepared By:** LuAnn Schrauth

SUMMARY:

Approve claims paid through April 9, 2021, as approved by the Finance Committee.

Members of the Finance Committee for April-June 2021 include: Board Chair Phillip Koterba, Doreen Heintz, Kris Birdwell, and Jeff Southworth.

SUGGESTED ACTION: Approve Claims as Presented

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

17

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

ITEM TITLE: APPROVE AGREEMENT BETWEEN LEWISTOWN PUBLIC SCHOOLS AND THE CITY OF LEWISTOWN 2020-2021

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

SUMMARY:

The Board of Trustees needs to approve the agreement between Lewistown Public Schools and the City of Lewistown for 2020-2021.

SUGGESTED ACTION: Approve Agreement between Lewistown Public Schools and the City of Lewistown for 2020-2021

☒ **Additional Information Attached**

NOTES:

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

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

WHEREAS THIS AGREEMENT is made and entered into the date of the last signature hereto, by and between the CITY OF LEWISTOWN, hereinafter referred to as the CITY, and SCHOOL DISTRICT NO. ONE of Lewistown, Fergus County, Montana, hereinafter referred to as the SCHOOL, and is meant to define and describe the rights and obligations of the parties with respect to the operation of a recreational program for the **2020-2021** school year.

FACILITIES

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

SUPERVISION/OPERATION

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

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

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

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

BUDGET

The SCHOOL will be responsible for paying the sum of \$5,451.81 for the following items:

Rent	\$ 4,154.94
Recreation Director	\$ 528.80
Honorarium for Professional Assistance	\$ 314.79
Equipment	<u>\$ 453.28</u>
Total	\$ 5,451.81

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

TERM

The term of this Agreement shall be for one year, commencing on July 1, 2020 and ending on June 30, 2021.

RELEASE/INDEMNIFICATION

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

Dated this 19th day of October 2020.

ATTEST:

CITY OF LEWISTOWN

NIKKI BRUMMOND, City Clerk

HOLLY PHELPS, City Manager

ATTEST:

SCHOOL DISTRICT NO. ONE

REBEKAH RHOADES, Board Clerk

PHIL KOTERBA, Board Chair

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

18

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

ITEM TITLE: APPROVE - SECOND READING –BOARD POLICY 6413-BENEFITS FOR CLASSIFIED ADMINSTRATORS

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

SUMMARY:

The Board of Trustees needs to approve the second reading of Board Policy 6413 to allow Classified Administrators to choose a High Deductible Insurance Plan and receive a district contribution towards an HSA.

SUGGESTED ACTION: Approve Second Reading of Board Policy 6413 – Benefits for Classified Administrators

☒ **Additional Information Attached**

NOTES:

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

Benefits for Classified Administrators

Classified administrators will receive the following benefits:

Medical and Dental Insurance: ~~A comprehensive major medical insurance program will be provided, and the Board will pay full family coverage for each classified administrator.~~ The Board will pay up to full family coverage for both dental and medical insurance for each Classified Administrator.

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

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

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

Flexible Benefits Plan (IRS Section 125): The District will establish a flexible benefits plan based on Section 125 of the IRS code to pay eligible, non-reimbursable health and dependent care costs. The plan will be administered by an outside carrier based on mutually agreed upon specifications. Participation in the plan by the administration will be voluntary.

~~**Dental Insurance:** A dental insurance program will be available to each classified administrator. The Board will provide an annual premium payment for each administrator, at a rate currently approved by the Board.~~

Professional Leave: If approved by the Superintendent, professional leave at full salary may be granted to each classified administrator for visitation of other districts, attendance at educational conferences, serving officials, and attendance at professional association conferences. Reasonable expenses will be paid to the administrator using such leave, unless expenses are waived by mutual agreement of the principal and the Superintendent. Such waiver shall be in written form signed by both parties. The Board must give prior approval for out-of-state professional leave.

Life & Disability Insurance: A life and disability insurance program will be available to classified administration. The District will provide a maximum premium currently approved by the Board for all administrators included in the group plan. The Superintendent is included in the group plan.

Sick Leave: Classified administrators shall accrue sick leave in accordance with the provisions of 2-18-618, MCA.

Upon termination a classified administrator with less than 8 consecutive years of service in the District will be paid a lump-sum payment equal to twenty-five percent (25%) of accumulated sick leave. A classified administrator with 8 or more consecutive years of service in the District will be paid a lump-sum payment equal to thirty percent (30%) of accumulated sick leave.

Payment will be made before July 1 of the ensuing fiscal year. Payment will be based on the salary at the time of termination of employment.

Holidays: See Personnel Board Policy #5333

Vacation Days: See Personnel Board Policy #5334

Bereavement and Family Illness: Up to five (5) days per occurrence will be granted at full salary to each classified administrator, for death in the immediate family. In cases of serious illness in the immediate family, five (5) days per occurrence will be granted at full salary. "Serious illness" is defined as illness generally requiring hospitalization. "Immediate family" is defined as the employee and spouse, and their grandparent, father, mother, sister, brother, daughter, or son and grandchild.

Personal Leave: The Superintendent will authorize five (5) days personal leave per school year to each classified administrator, subject to requirements of the job and advance notice of need for such leave. Personal days do not carry over from year to year.

Policy History:

Adopted on: April 28, 2008

Revised on: August 18, 2014

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

19

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

ITEM TITLE: APPROVE - SECOND READING –BOARD POLICY 6412 -BENEFITS FOR PRINCIPALS

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees needs to approve the second reading of Board Policy 6412 to allow Principals to choose a High Deductible Insurance Plan and receive a district contribution towards an HSA. This change will not increase cost to the district.

SUGGESTED ACTION: Approve Second Reading of Board Policy 6412 – Benefits for Principals

☒ Additional Information Attached

NOTES:

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

Lewistown School District

ADMINISTRATION

6412

Page 1 of 2

Benefits for Principals

Principals will receive the following benefits:

Medical and Dental Insurance: ~~A comprehensive major medical insurance program will be provided, and the Board will pay full family coverage for each principal.~~ The Board will pay up to full family coverage for both dental and medical insurance for each Principal.

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

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

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

Flexible Benefits Plan (IRS Section 125): The District will establish a flexible benefits plan based on Section 125 of the IRS code to pay eligible, non-reimbursable health and dependent care costs. The plan will be administered by an outside carrier based on mutually agreed upon specifications. Participation in the plan by the principals will be voluntary.

~~**Dental Insurance:** A dental insurance program will be available to each principal. The Board will provide an annual premium payment for each principal, at a rate currently approved by the Board.~~

Professional Leave: If approved by the Superintendent, professional leave at full salary may be granted to each principal for visitation of other districts, attendance at educational conferences, serving officials, and attendance at professional association conferences. Reasonable expenses will be paid to the principal using such leave, unless expenses are waived by mutual agreement of the principal and the Superintendent. Such waiver shall be in written form signed by both parties. The Board must give prior approval for out-of-state professional leave.

Life and Disability Insurance: A life and disability insurance program will be available to principals. The District will provide a maximum premium currently approved by the Board for all principals included in the group plan. The Superintendent is included in the group plan.

Sick Leave: A principal will be granted twenty-five (25) days sick leave upon employment and ten (10) days for each year of service thereafter, for personal illness or disability, personal medical appointments, quarantine, or communicable disease. Unused sick leave will be allowed to accumulate to one hundred sixty (160) days. The full amount of accumulated and current sick leave will be available for use from the starting date of the contract.

Accumulated Sick Leave Pay for Principals: Upon termination a professional administrator with less than eight (8) consecutive years of service in the District will be paid a lump-sum payment equal to twenty-five percent (25%) of a day's salary for each day of accumulated sick leave. A professional administrator with eight (8) or more consecutive years of service in the District will be paid a lump-sum payment equal to thirty percent (30%) of a day's salary for each day of accumulated sick leave.

Payment will be made before July 1 of the ensuing fiscal year. Payment will be based on the salary at the time of termination of employment.

In the event of the administrator's death before retirement, this severance allowance will be paid to the administrator's estate. Policy 6415 was embedded into 6412.

Bereavement and Family Illness: Up to five (5) days per occurrence will be granted at full salary to each principal, for death in the immediate family. In cases of serious illness in the immediate family, five (5) days per occurrence will be granted at full salary. "Serious illness" is defined as illness generally requiring hospitalization. "Immediate family" is defined as the employee and spouse, and their grandparent, father, mother, sister, brother, daughter, or son and grandchild.

Personal Leave: The Superintendent will authorize five (5) days personal leave per school year to each principal, subject to requirements of the job and advance notice of need for such leave. Personal days will not carry over year to year.

Policy History:

Adopted on: June 28, 2004
Revised on: April 28, 2008
Revised on: July 14, 2014
Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

20

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

ITEM TITLE: APPROVE - FIRST READING –NEW BOARD POLICY 1010FE – STUDENT ENROLLMENT. EXCEPTIONAL CIRCUMSTANCES MERITING WAIVER OF AGE REQUIREMENTS FOR PUPILS

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

SUMMARY:

The Board of Trustees needs to approve the first reading of the New Board Policy 1010FE regarding student enrollment, exceptional circumstances meriting waiver of age requirements for pupils. This policy would allow 3-4 year old with exceptional circumstances to be enrolled in a Kindergarten program with full ANB reimbursement.

SUGGESTED ACTION: Approve First Reading of New Board Policy 1010FE – Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils.

☒ **Additional Information Attached**

NOTES:

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

Early Enrollment Exceptional Circumstances

It is the policy of the District to provide enhanced educational opportunities to students under the age of 5 when either individual exceptional circumstances exist and/or when Community-Based exceptional circumstances are present.

Student Enrollment, Exceptional Circumstances Meriting Waiver of Age Requirements for Pupils

The administration shall ensure admission, enrollment and assignment of all qualifying children referenced in this policy. The administration shall place children enrolled pursuant to this policy in either a half-time or full-time kindergarten program as an integral part of the elementary school program. The administration shall also ensure provision of a free appropriate public education in the least restrictive environment possible, pursuant to terms of each student's individualized education program, for all children enrolled under this policy who are qualified for services under the Individuals with Disabilities Education Act.

The administration shall include children enrolled pursuant to this policy in the district's calculation of average number belonging (ANB) as reported to OPI.

Option A, Student-Specific Exceptional Circumstances: To be used when the board of trustees wants to define exceptional circumstances specific to the individual characteristics of each student or sub-group of students.

The Board of Trustees declares the following to be qualifying "exceptional circumstances" within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of 20-5-101(1), MCA for qualifying children under 6 years of age:

1. A child at least 3 years of age with a disability qualifying the child for services under the federal Individuals with Disabilities Education Act.
2. A child who is 4 years of age or older on or before September 10 of the school year in which enrollment is to occur who:
 - a. Meets the income eligibility guidelines for free or reduced price meals under the National School Lunch Program;
 - b. Is Limited English Proficient within the meaning of Title III of the federal Elementary and Secondary Education Act;
 - c. Is Gifted and Talented within the meaning of that term as used in 20-7-901, MCA;
 - d. Is an enrolled member of a federally recognized American Indian Tribe;
 - e. Is homeless as defined in 42 U.S. Code § 11302, or, as determined by the administration, exhibits other characteristics or lives in circumstances that are uncommon, unusual, atypical, rare or otherwise distinguished from ordinary or typical which place the child at risk of failing to achieve at adequate levels.

Option B, Exceptional Circumstances Present in the Community: To be used only for in-district students or homeless students under the McKinney Homeless Assistance Act when the board of trustees wants to define exceptional circumstances applicable to the community's characteristics, as opposed to the individual characteristics of a particular student or sub-group of students.

The Board of Trustees declares the following to be qualifying “exceptional circumstances” within the meaning of that term as used in 20-5-101(3), that merit waiving the age provisions of 20-5-101(1), MCA for children under 6 years of age who are either 4 years of age or older on or before September 10 of the school year in which enrollment is to occur or who are at least 3 years of age with a disability qualifying the child for services under Section 504 of the Federal Rehabilitation Act of 1973 or the federal Individuals with Disabilities Education Act.

1. Homeless rates of the district’s pupils in comparison to statewide averages;
2. Percentage of the district’s pupils qualifying for services under The Federal Individuals with Disabilities Education Act in comparison to statewide averages;
3. Percentage of the district’s pupils eligible for free or reduced lunch in comparison to statewide averages;
4. Average performance on standardized tests at the 3rd grade level in comparison to statewide averages;
5. Percentage of the district’s pupils who are enrolled members of a federally recognized American Indian Tribe in comparison to statewide averages.
6. Anticipated learning loss resulting from a public health emergency or other community disaster.

The trustees shall annually review this policy based on changing circumstances pertaining to the criteria used for determination of the program. The administration is authorized to develop procedures to implement this policy.

Legal Reference:	§ 20-5-101, MCA	Admittance of child to school
	§ 20-6-501, MCA	Definition of various schools
	§ 20-7-117, MCA	Kindergarten and preschool programs
	§ 20-9-309, MCA	Basic system of free quality public elementary and secondary schools defined
	Individual with Disabilities Act	Federal Rehabilitation Act of 1973
	National School Lunch Act	(Public Law 396, 79 th congress, chapter 281)
	Title III, ESEA	(English language Acquisition, language Enhancement, and Academic Achievement Act)
	McKinney-Vento Homeless Assistance Act	of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, U.S.C. § 11301 et seq.)

Policy History:

Adopted on:

Reviewed on:

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

21

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

ITEM TITLE: APPROVE – STAR PROGRAM MULTI-DISTRICT AGREEMENT WITH CMLRCC

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

SUMMARY:

The Board of Trustees needs to approve the agreement with Central Montana Learning Resource Center Cooperative in regards to the STAR program.

SUGGESTED ACTION: Approve Agreement with Central Montana Learning Resource Center Cooperative.

☒ **Additional Information Attached**

NOTES:

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

**Central Montana Learning Resource Center Cooperative Multi-District Agreement for
STAR**

I. PARTIES TO THIS AGREEMENT

THIS Agreement to become effective the 1st day of July, 2021, is between and among the following list of school districts and any additional school districts incorporated into this Agreement at a future date, all hereinafter referred to as “Participating Districts”.

AYERS COLONY ELEMENTARY SCHOOL DISTRICT

DEERFIELD COLONY ELEMENTARY SCHOOL DISTRICT

DENTON SCHOOL DISTRICT

GEYSER SCHOOL DISTRICT

GRASS RANGE SCHOOL DISTRICT

HARLOWTON SCHOOL DISTRICT

HOBSON SCHOOL DISTRICT

JUDITH GAP SCHOOL DISTRICT

KING COLONY ELEMENTARY SCHOOL DISTRICT

LAVINA SCHOOL DISTRICT

LEWISTOWN SCHOOL DISTRICT

MELSTONE SCHOOL DISTRICT

MOORE SCHOOL DISTRICT

ROUNDUP SCHOOL DISTRICT

ROY SCHOOL DISTRICT

RYEGATE SCHOOL DISTRICT

SPRING CREEK COLONY ELEMENTARY SCHOOL DISTRICT

STANFORD SCHOOL DISTRICT

WINIFRED SCHOOL DISTRICT

WINNETT SCHOOL DISTRICT

II. PURPOSE AND PHILOSOPHY

The intent of the STAR Program is to provide a positive instructional environment to meet the unique needs of IDEA-eligible students with chronic emotional and behavioral needs so as to build skills necessary for reintegration into special and general education settings in the student's base school.

The STAR Program is currently staffed by one certified special education teacher and two paraprofessionals. Students who attend STAR have varied backgrounds, but they most often share a common history of personal challenges rooted in adverse experiences and/or mental health conditions. The STAR program is built upon the premise that a child must feel safe and regulated in order to engage in learning. While quality teaching of academics, individualized for each student, is an integral part of the program, academics often take a backseat to help students address the lagging social/emotional skills that make learning and relationships with others difficult. (Ross Greene)

Social-emotional learning is the process through which children understand and manage emotions, feel and show empathy for others, maintain positive relationships, and make responsible choices and decisions (Casel.org). STAR Program staff draw upon many resources and strategies to assist children to develop these skills. From the student's entry into the program, the STAR staff prioritizes the development of rapport and positive relationships, viewing this as the foundation for any interventions, teaching, and learning that is to come. (Literature on trauma-informed schools: ChildWise Institute, Jim Sporleder, Heather T. Forbes) Students learn a language for their emotions and strategies for managing them to avoid becoming overwhelmed as well as ways to cope with daily challenges. (Leah Kuypers; Dr. Jean Eich).

In addition to the strategies noted above, students are assisted to develop executive functioning skills to assist in emotional control as well as to address lags in planning and organizational skills, self, and task monitoring, flexibility in thinking and problem solving, and expanding memory. (Peg Dawson) There are a number of other approaches and strategies weaved into the day, for example, developing resiliency through fostering a growth mindset in place of a fixed mindset (Frey, Fisher, Smith). The STAR classroom uses a level system that serves to track current progress and enable staff and child to determine when a child has learned sufficient skills to begin the process of reintegrating into the base school. (System adapted from Yellowstone Boys and Girls Ranch Treatment Program) Point sheets are used in a positive and encouraging manner to help students see a day-to-day picture of their progress in skill development. A student's needs with regard to sensory processing are addressed in consultation with a certified occupational therapist. Creative movement and core strength development are built into each day as well.

Even with best efforts and sound practices, there will be times when children become overwhelmed by strong emotions in the classroom. Staff members understand the importance of maintaining a calm, steadfast presence when a child is experiencing difficult emotions, remaining firm when appropriate but avoiding power struggles or otherwise being triggered by a student's behavior. (ChildWise Institute/Jim Sporleder) These incidents are managed with a priority of establishing and maintaining safety for the child and others present. There is a room available close to the classroom that can be used for time away

when a child needs the space to de-escalate. At times, experienced STAR students choose to use the room to pre-empt a full emotion/behavior escalation. After de-escalation, the child is encouraged and supported in repairing relationships and moving on, so as not to be "stuck" in a difficult place. This challenging process is accomplished through the relationships built through the STAR program. The goal is to convey to the child that mistakes and emotions are natural, and they will be supported as they build skills to move past them.

STAR PROGRAM DESCRIPTION

Purpose and Philosophy

The intent of the STAR Program is to provide a positive instructional environment to meet the unique needs of IDEA-eligible students with chronic emotional and behavioral needs so as to build skills necessary for re-integration in home school special and general education settings.

Services to Districts

The STAR Program, as sponsored by the Central Montana Learning Resource Center Cooperative (CMLRCC), will be housed in the Lewistown School District and will serve students from Lewistown and outlying districts who are members of the CMLRCC. The classroom has a self-contained structure with sufficient staffing to also support student transition to home school settings and consultative needs.

Students Served

The STAR Program will serve up to eight students, Grades K-8, placed in accordance with procedures outlined below. Special education services provided through STAR will be delivered in accordance with the Individual Education Plan (IEP) and must meet the criteria for Least Restrictive Environment (LRE), as outlined in the Individuals with Disabilities Education Act (IDEA).

The STAR Program is designed to provide structure and support to students displaying chronic emotional and behavioral needs that significantly interfere with the student's and/or other students' abilities to access and benefit from educational opportunities. The program is designed specifically to serve students whose emotions and behaviors negatively impact their academic and social performance in lesser restrictive settings. These are students with typical cognitive skills who demonstrate the ability to learn connections between behavior and consequences and to learn self-regulation strategies for re-integration in home school settings. The STAR Program is not designed to serve students with primary and significant cognitive, communication, and/or sensory deficits.

Placement Procedures

A review team will meet quarterly to discuss students from within the CMLRCC service area with significant emotional and behavioral needs and who are potentially in need of services from the STAR Program. This review team will be comprised of CMLRCC personnel: the Director, STAR Teacher, and School Psychologists on staff. Other parties, for example, building administrators, may be invited to review team meetings to discuss the needs of students they serve. The review team will prioritize students for placement in consideration of the following:

1. Functional Behavioral Assessment (FBA) and at least two Positive Behavior Intervention Plans (PBIP's) have been developed with associated data to indicate lack of progress and/or need for a higher level of intervention.
2. Student has been provided a continuum of services and demonstrates a need for a more restrictive environment.
3. Evaluative information and IEP document chronic and severe behavioral and emotional needs, their frequency/duration/impact to self and/or others, and the student's underlying ability to benefit from services.
4. Parents have been involved in discussions of a continuum of services to include potential STAR services.
5. Safety concerns as related to the student, peers, and/or adults.
6. Level of need for STAR services, timeliness, and urgency of placement.

A new transfer student with the aforementioned needs and available information, given an opening in the program, may be placed at the discretion of the CMLRCC Director, STAR Teacher, and serving School Psychologist, with the support of the IEP Team. Very unusual and unique circumstances may warrant similar placement.

Final decisions for placement eligibility rest with the Central Montana Learning Resource Center Cooperative.

Review and Exit

Student progress will be reviewed on an ongoing basis in association with IEP's, the STAR Level System, daily feedback to parents via point sheets, and team meetings. Progress on IEP goals and Aversive Treatment Plans will be reviewed in accordance with guidelines set forth in IDEA, as will any changes associated with those Plans. The building of skills for reintegration in home school settings is a constant focus of the STAR Program, with decisions for reintegration and/or exit from the Program made on an individual basis with team input.

Cameras

The STAR Program will utilize stationary digital video cameras for documentation of behaviors in three locations: classroom, the hallway outside classroom, and time out room. These cameras may be used for teaching and therapeutic reasons, as well as for the safety of students and staff. The digital footage is considered confidential and will be accessed only per special education and FERPA guidelines.

Transportation

Transportation to and from the STAR Program will be the responsibility of the resident district.

Related Services

Related services are the responsibility of Central Montana Learning Resource Center Cooperative.

*Occupational Therapy

*Speech and Language

III. FISCAL RESPONSIBILITIES

1. Central Montana Learning Resource Center Cooperative agrees to staff the STAR program for the fiscal year 2021-22. Lewistown Public School will be responsible for the cost of one paraprofessional plus an additional \$50,000, which will be paid to the Cooperative.
2. Lewistown School District agrees to provide facilities for the STAR Classroom at no additional cost to CMLRCC.
3. Each participating school district, excluding students of Lewistown School District, will pay CMLRCC a tuition fee of \$6,250 per student on a yearly basis. Specialized equipment for specific student use is the responsibility of the resident district.

IV. TERMS of AGREEMENT

This Multi-District Agreement for Central Montana Learning Resource Center Cooperative is effective July 1, 2021, through June 30, 2022. Any changes to this agreement must be made in writing and agreed to by both parties.

This joint STAR Program is agreed to by the following parties:

Board Chairperson, Central Montana Learning Resource Center Cooperative	Date
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Lewistown School Superintendent	Date
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Cooperative Director	Date
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LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

22

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

ITEM TITLE: APPROVE –MOA WITH THE LEWISTOWN EDUCATION ASSOCIATION – REVISING COVID LEAVE PROVISIONS

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

SUMMARY:

The Board of Trustees needs to approve the MOA with the Lewistown Education Association in regards to providing leave to certified staff receiving COVID vaccinations and experiencing any side effects due to the vaccination.

SUGGESTED ACTION: Approve MOA with the Lewistown Education Association.

☒ **Additional Information Attached**

NOTES:

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

**K-12 Certified Bargaining Unit
MEMORANDUM OF AGREEMENT BETWEEN
LEWISTOWN SCHOOL DISTRICT #1 ("District")
AND THE
LEWISTOWN EDUCATION ASSOCIATION ("Association")**

Given the extraordinary circumstances and challenges presented by the COVID-19 pandemic, the District and Association are entering into this Memorandum of Agreement (MOA), pursuant to which the parties agree as follows:

1. Term of Agreement: This MOA shall take effect **April 1, 2021** ~~immediately upon the signature of both parties below~~, and shall remain in effect until June 30, 2021, unless revoked earlier by joint written agreement of the parties. Upon expiration of the term of the agreement, or upon joint written revocation by the parties, this MOA shall be of no further force and effect, and shall be removed from the CBA in the event that it has been attached thereto.

2. Effect on CBA and Conditions of Employment: During the term of this MOA, this MOA modifies only those working conditions addressed herein. All provisions of the bargaining agreement not modified herein shall remain in full force and effect.

3. Health and Safety Plan: In accordance with the Governor's School Reopening Guidelines and/or the District's policies and procedures, the District will provide training on the district's health and safety plan. Any/all training outside the adopted school year calendar will be compensated at the teachers' daily pay rate.

4. The Worksite: The District and all teachers shall follow CDC recommendations and comply with all state and county health directives for maintaining workplace safety and the safety of students (e.g., social distancing, etc.) as set forth in District policy or procedure. The District shall provide Personal Protective Equipment (PPE) necessary to conform to CDC guidelines, adequate cleaning supplies, including cleaning solutions that are shown to kill the virus, hand soap, and if available, hand sanitizer.

5. The Workday: A teacher's workday shall be of a similar length to that which is considered a normal duty day for that teacher and prorated for those working part time.

6. Compensation and Benefits: The District shall compensate and shall also maintain all health and other benefits for all teachers performing designated job duties through teleworking approved by the District, as if those teachers are on site attending to their normal and regular duties.

7. Leave:

A. Teachers satisfying any of the below conditions who are unable to perform their regular teaching duties remotely may, at the discretion of the District, be temporarily assigned to other duties which may be performed remotely.

- (a) Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (b) Has been advised by a health care provider to self-quarantine related to COVID-19;
- (c) Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- (d) Is caring for an individual subject to an order described in (a) or self-quarantine as described in (b); or
- (e) Has been advised by a health care provider to work from home because they are at higher than normal risk for contracting COVID-19 due to age or an underlying medical condition;
- (f) Has received a first or second dose of COVID-19 vaccine and is experiencing side effects resulting from the vaccination that prevent the employee from working.

The District shall be entitled to request medical documentation of any of the above circumstances. Approved leave taken for any reason other than the above circumstances shall be deducted from the appropriate type of leave accrued by the bargaining unit member.

Teachers who are unable to perform their regular teaching duties remotely and to whom the District does not assign alternate duties shall be provided paid leave in accordance with terms previously established by the Families First Coronavirus Response Act (FFCRA). An additional 5 days (not to exceed 40 hours) of paid leave through the FFCRA shall be granted to Teachers that meet the criteria laid out in section 7a through 7e. Teachers will also have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement in no less 0.33 day increments, pertaining to condition 7(d) above.

B. A teacher whose child's school or childcare provider is closed or unavailable for reasons related to COVID-19 and is unable to obtain alternative childcare may, at the discretion of the District, be entitled to work remotely. Teachers satisfying the above conditions who are unable to perform their regular teaching duties remotely may, at the discretion of the District, be temporarily assigned to other duties which may be performed remotely.

Teachers who are unable to perform their regular teaching duties remotely and to whom the District does not assign alternate duties shall be provided paid leave in accordance with terms previously established by the Families First Coronavirus Response Act (FFCRA). Teachers will also

have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement in no less than 0.33 day increments for the reasons in this section.

The District shall be entitled to request documentation of any of the above circumstances. Approved leave taken for any reason other than the above circumstances shall be deducted from the appropriate type of leave accrued by the bargaining unit member.

C. This section reflects the parties' agreement that the District will continue to offer the same two categories of leave addressed in the FFCRA, under the same conditions, restraints, and qualifications set forth in the FFCRA, until expiration of the term of this agreement, or until such time as the FFCRA is renewed or similar legislation providing for COVID-related leave is enacted, whichever occurs first. Teachers that have already exhausted all or portions of the FFCRA leave options under the previous Agreement will not be entitled to access to additional leave created by this paragraph. Should successor legislation be enacted prior to the expiration of this Agreement, the parties agree the leave provisions of the MOA will be superseded by that successor legislation and the provision will be considered void.

D. Any teacher who falls under one or more of the circumstances set forth in A or B above and exhausts all FFCRA leave, the additional 5 days (not to exceed 40 hours) of District Emergency Sick Leave, and accrued paid leave shall have access to a sick leave bank established through the collective bargaining agreement, District policy.

8. Performance of Duties:

A. Any teacher working remotely due to quarantine, providing childcare for his/her children, caring for a member of the teacher's family, or if the teacher is at higher than normal risk of contracting COVID-19 due to age or underlying medical condition(s) (such as heart disease, lung disease, or diabetes), shall stay in contact with their immediate supervisor during this period of time through email and phone.

B. Whether working remotely or on site and adhering to the workday language in section 2 above, bargaining unit members are expected to work cooperatively with their grade level and/or department members to create materials for students. Teachers may be asked to plan for and implement ongoing on-line or other digital learning and services for their students. Additionally, teachers shall work with the District to maintain connectivity to students and parents from a remote work location or from their classrooms.

9. Extra-duty/Extra-Curricular: The District and teachers holding Extra Curricular contracts will determine the number of weeks for each extracurricular activity from the starting date to the conclusion of the duty. Salaries assigned to these positions will be divided by the number of weeks determined and teachers will be paid for each week of the activity during which job duties are performed at the end of that particular activity season. If the District or any local, state or federal official determines the extra-curricular activity must stop, the District may stop paying the extra-curricular salary attached to that/those positions.

For Co-Curricular Activities, i.e. FFA, BPA, FCCLA, Science Olympiad, etc. stipends will be prorated according the number of pupil instruction days or 179 days in the 2020-21 school calendar in the case of any activity event cancelations.

The parties agree that in the event a season is cancelled and the employee has received compensation that exceeds that amount owed for number of days worked, the parties will implement a repayment plan for the employee to return any amount of overpayment.

10. Making up lost instructional time: The District shall follow state and federal guidelines for waivers related to COVID-19. Should the State of Montana direct school closures and/or that the District make up student instructional time, the parties shall bargain over such changes to the school calendar and/or workday.

11. State and Federal laws: All state and federal laws, rules and regulations shall apply during this time unless specifically waived by the governing authority.

12. Precedent: This Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

THIS AGREEMENT is signed and dated this _____ day of _____ 2021.

FOR THE LEWISTOWN SCHOOL DISTRICT #1:

Board Chair

Superintendent

*FOR THE LEWISTOWN EDUCATION
ASSOCIATION:*

President

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

23

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

ITEM TITLE: SUSPENSION OF DISTRICT POLICY 1310

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees needs to suspend District Policy 1310 for the sole purpose of approving the changes to Board Policy 1910 in one reading.

SUGGESTED ACTION: Approve Board Policy 1900.

☒ Additional Information Attached

NOTES:

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

Lewistown School District

THE BOARD OF TRUSTEES

1310

District Policy

Adoption and Amendment of Policies

Proposed new policies and proposed changes in existing policies shall be presented in writing for reading and discussion at a regular or special Board meeting. Policy proposals shall first be referred to the Superintendent. Interested parties may submit views, present data or arguments, orally or in writing, in support of or in opposition to proposed policy. Any written statement by a person, relative to a proposed policy or amendment, should be directed to the District Clerk prior to the second (2nd) reading. The final vote for adoption shall take place not earlier than at the second (2nd) reading of the particular policy.

All new or amended policies shall become effective upon adoption, unless a specific effective date is provided in the motion for adoption.

Policies, as adopted or amended, shall be made a part of the minutes of the meeting at which action was taken and shall also be included in the District's policy manual. Policies of the District shall be reviewed annually by the Board.

Policy Manuals

The Superintendent shall develop and maintain a current policy manual which contains the policies of the District. Each administrator, as well as staff, students, and other residents, shall have ready access to the manual. All policy manuals distributed to anyone shall remain the property of the District and shall be subject to recall at any time.

Proposals for new policies or changes to existing policies shall be referred to the Superintendent for detailed study prior to consideration by the Board.

Waiver of Policies

On a case-by-case basis and under exceptional circumstances which require a waiver of a policy, the policy may be suspended by a majority vote of the members present. In order to suspend a policy, all trustees must have received written notice of the meeting, which included a proposal to suspend the policies and an explanation of the purpose of such proposed suspension. If such a proposal is not made in writing in advance of the meeting, the policies may only be suspended by a unanimous vote of all trustees present.

Legal References: ' 20-3-323, MCA
10.55.701, ARM

District policy and record of acts
Board of Trustees

Policy History:

Adopted on: June 28, 2004

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

24

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

ITEM TITLE: APPROVE – BOARD POLICY 1910 – COVID EMERGENCY MEASURES

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees needs to approve Board Policy 1900 in regards to providing leave to non-certified staff receiving COVID vaccinations and experiencing any side effects due to the vaccination.

SUGGESTED ACTION: Approve Board Policy 1910.

☒ Additional Information Attached

NOTES:

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

Lewistown School District

COVID-19 Emergency Measures

1910

Personnel Use of Leave

The School District has adopted the protocols outlined in this policy to govern during the term of the declared public health emergency to inform School District staff about leave options. The supervising teacher, principal, superintendent or designated personnel are authorized to implement this policy.

District Leave

School District staff may utilize accumulated leave granted in accordance with Montana law, District policy, a Collective Bargaining Agreement, or applicable Memorandum of Understanding through the regular procedures governing the type of leave requested.

Staff members not covered by a memorandum of understanding are eligible for one week of paid sick leave capped at 40 hours in addition to that leave provided by federal law, district policy, or employment contract. The employee may utilize the 40 hours of additional leave during the 2020-2021 school year in the event the employee satisfies the criteria for Emergency Paid Sick Leave under the Families First Coronavirus Response Act and as outlined in this policy.

Federal Law Controls Federal Leave Provisions

The Board of Trustees has adopted this policy and related forms on the referenced date based on the law and available federal and state guidance as of the date of such adoption. Federal and state guidance can change following adoption of this policy and forms. To the extent that any subsequently adopted guidance or federal regulation or other controlling interpretation of the law results in a conflict between such guidance, regulation or controlling interpretation and this policy or forms, the provisions of the guidance, regulation or controlling interpretation controls to the extent of any such conflict. The School District shall take reasonable steps to ensure that staff are notified of any change in guidance or federal regulation or other controlling interpretation of the law that creates a conflict with any provision of this policy or forms.

Emergency Paid Sick Leave

In accordance with Federal law, employees may be eligible for two weeks of paid sick leave capped at 80 hours paid at the employee's regular rate of pay when the employee is unable to work because the employee is quarantined in accordance with a Federal, State, or local government order or advice of a health care provider, and/or experiencing COVID-19 symptoms and seeking a medical diagnosis or, after April 1, 2021, has received a first or second dose of COVID-19 vaccine and is experiencing side effects resulting from the vaccination that prevent the employee from working.

Employees may be eligible for two weeks of paid sick leave capped at 80 hours paid at two-thirds the employee's regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine in accordance with a Federal,

State, or local government order or advice of a health care provider, or to care for a child under 18 years of age whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.

Eligible employees may request leave available under the Families First Coronavirus Response Act by completing Policy 1910F1 – Emergency Paid Sick Leave
Emergency Family Medical Leave

Employees may be eligible for up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay when the employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Eligible employees may request leave available under the Families First Coronavirus Response Act by completing Policy 1910F2 – Emergency Family Medical Leave.

Legal Reference: Families First Coronavirus Response Act

Cross Reference: Policy 1910F1 – Emergency Paid Sick Leave Form
Policy 1910F2 - Emergency Family Medical Leave Form
Policy 1909 – Human Resources and Personnel
Policy 5321 – Leaves of Absence
Policy 5328 – Family Medical Leave Act
Policy 5329 – Long Term Illness
Policy 5330 – Maternity and Paternity Leave
Policy 5334 - Vacations

Policy History:

Adopted on: 5/11/2020

Revised on: 7/13/2020

Revised on: 9/14/2020

Revised on: 4/12/2021

Terminated on: 6/30/2021

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

25

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

ITEM TITLE: CONSIDER PROPOSAL FOR SUPERINTENDENT CONTRACT

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees needs to consider approval of the proposed changes to the Superintendent contract.

SUGGESTED ACTION: Approve Proposal for superintendent Contract.

☒ Additional Information Attached

NOTES:

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

SUPERINTENDENT EMPLOYMENT CONTRACT LEWISTOWN SCHOOL DISTRICT

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

- 1. Term.** The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as District Superintendent for the District for a term of ~~one year~~ **three years** from July 1, 2021, to June 30, 202**4**.
- 2. Record of Authorization for Contract.** This contract was approved by the Board at a properly noticed regular board meeting dated April 12, 2021. Such approval shall be reflected in the official minutes of such meeting, which shall be available for review by the public upon request.
- 3. Renewal.** This Contract, together with the salary agreed to herein, shall be reviewed on or before February 1 in the final year of the contract for consideration of renewal for an additional term of 1 or 2 years, at which time the Board shall make a determination to extend or not to extend the Contract. Should this Contract be renewed by the Board, the salary as stated herein shall be determined in accordance with section 8.
- 4. Duties.** The Superintendent is the chief executive officer of the District and shall perform the duties of District Superintendent for the District as prescribed in the job description and as may be assigned by the Board. The Superintendent shall comply with legal Board directives, § 20-4-402, MCA, and other applicable state and federal law, District policies as they exist or may hereafter be adopted or amended, which are incorporated in and made a part of this Contract as though fully set forth herein, except to the extent that any district policy directly conflicts with a specific provision of this contract, in which case, the contract language shall control. The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise, and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time and energy to the performance of these duties in a competent manner.
- 5. Professional Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organization. "Appropriate" and "reasonable" shall include those meetings and expenses incorporated into the budget or otherwise pre-approved by the Board. The Board encourages the Superintendent to attend at least one, but not limited to one, national conference through the duration of this contract.

6. Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or for payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal. The term "material" as used herein means any misrepresentation other than minor or insignificant deviation(s) that would not have a bearing on the veracity of the Superintendent or the decision of Board to extend an offer of employment to the Superintendent.

7. Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position during the term of the Contract without the mutual written consent of the parties. Reassignment shall not be construed, however, as including the assignment of additional administrative duties as part of a reduction in the number of administrators in the district. In the event that additional duties and responsibilities are required of the Superintendent beyond those anticipated by the parties at the time of execution of this Agreement, the salary of the Superintendent may be renegotiated commensurate with said additional duties and responsibilities.

8. Compensation. For fiscal year 2021-2022, the Board agrees to pay the Superintendent for Superintendent's services an annual salary of One Hundred Eleven Thousand Three Hundred Dollars and no cents (\$111,300.00), paid in equal monthly installments unless otherwise agreed to by the parties. The salary referenced in this section shall be paid on the basis of a Two Hundred and Sixty (260) day Contract, with a corresponding daily rate of pay of Four Hundred Dollars and eight cents (\$428.08).

9. Salary Adjustment. The Board shall review the Superintendent's salary on an annual basis in conjunction with the evaluation of performance referenced in section 10, and in its discretion increase the salary.

10. Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each school year, prior to January 31.

11. Holidays. The Superintendent is entitled to days off with pay on those holidays specified in section 20-1-305, MCA, subject to the provisions of that section.

12. Vacation Leave and Accrual. The Superintendent is entitled to vacation leave benefits and subject to the cap on accumulation of annual vacation leave under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the Clerk in advance of use of vacation leave or any absences from the District up to five (5) days. The Superintendent shall inform the Board Chair in advance of use of vacation leave or any absences from the District beyond five (5) days. Vacation days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement.

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

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

14. Sick Leave and Accrual. The Superintendent is entitled to the sick leave benefits under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the clerk in advance of use of sick leave, if practical, from the District up to five (5) days. The Superintendent shall inform the board chair in advance of use of sick leave, if practical, from the District beyond five (5) days. The Superintendent shall promptly report all absences due to sick leave to the clerk.

15. Professional Dues. The Board shall pay the Association dues of the Superintendent for the American Association of School Administrators, the School Administrators of Montana, and the SAM Region in which the School District is located, as well as other appropriate affiliations, and civic and social memberships as approved by the Board.

16. Travel Reimbursement. The Board shall reimburse the Superintendent for use of his automobile in conducting business on behalf of the District in accordance with section 2-18-503, MCA.

17. Medical Insurance. The District will pay the full premium for a comprehensive family medical/dental insurance program equivalent to the District's insurance program currently in effect.

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

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

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

18. Consultation Activities. The Superintendent shall be permitted to undertake writing, teaching, speaking engagements and personal investment activities, provided these activities are not deemed by the Trustees to be in conflict with the performance of the Superintendent's duties for the School District. Any consulting work undertaken by the Superintendent for compensation, must be accomplished on the Superintendent's annual leave days, holidays or other non-duty days and/or at times that are considered non-business hours.

19. Professional Liability. The Board shall provide for the immunization, defense, and indemnification of the Superintendent as provided in section 2-9-305, MCA.

20. Termination by Mutual Agreement. This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed.

21. Retirement, Death, Disability. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement. "Retirement" shall mean cessation of services in all states as a superintendent or other administrator in a position requiring certification. If the Superintendent becomes unable to perform the essential functions of the job with reasonable accommodation by the District for a period of time in excess of the Superintendent's accrued vacation and sick leave, this agreement may be terminated.

22. Dismissal for Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause following a hearing before the Board. The Superintendent is entitled to all protections governing dismissal proceedings granted by Montana and federal law. The costs of any legal representation secured by the Superintendent for counsel during dismissal proceedings shall be paid by the Superintendent.

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

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

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

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

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

28. Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 31st day of January, 2021.

LEWISTOWN SCHOOL DISTRICT

BOARD OF TRUSTEES CHAIR

DATE

DISTRICT SUPERINTENDENT

DATE

DISTRICT CLERK

DATE

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

26

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

ITEM TITLE: APPROVE –2021-2022 CLASSIFIED STAFF SALARY MATRIX

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

SUMMARY:

The Board of Trustees needs to approve the attached salary matrix for the 2021-2022 Fiscal Year for the Classified Staff. This matrix reflects a 1.5% increase.

Positions not filled for several years have been eliminated from the Salary Matrix.

SUGGESTED ACTION: Approve 2021-2022 Classified Staff Salary Matrix

☒ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
FY2021-22 CLASSIFIED PAY MATRIX
April 12, 2021

FY22 NEGOTIATED INCREASE: 1.5%

	0	1	2	3	4	5	6	7	8	9	10	11+
ADMIN SECRETARY	14.55	14.99	15.43	15.87	16.30	16.74	17.17	18.06	18.06	18.06	18.06	18.92
ADMIN SECRETARY+15	14.99	15.43	15.87	16.30	16.74	17.17	17.61	18.48	18.48	18.48	18.48	19.36
ADMIN SECRETARY+30	15.43	15.87	16.30	16.74	17.17	17.61	18.06	18.92	18.92	18.92	18.92	19.80
ADMIN SECRETARY+45	16.30	16.74	17.17	17.61	18.06	18.48	18.92	19.80	19.80	19.80	19.80	20.67
COMPUTER TECH/PAYROLL	18.38	18.93	19.48	20.03	20.58	21.13	21.68	22.79	22.79	22.79	22.79	23.88
COMPUTER TECH/PAYROLL+15	18.93	19.48	20.03	20.58	21.13	21.68	22.23	23.33	23.33	23.33	23.33	24.43
COMPUTER TECH/PAYROLL+30	19.48	20.03	20.58	21.13	21.68	22.23	22.79	23.88	23.88	23.88	23.88	24.99
COMPUTER TECH/PAYROLL+45	20.58	21.13	21.68	22.23	22.79	23.33	23.88	24.99	24.99	24.99	24.99	26.09
FIRST COOK/BAKER	12.09	12.44	12.80	13.15	13.49	13.85	14.20	14.90	14.90	14.90	14.90	14.90
FIRST COOK/BAKER+15	12.44	12.80	13.15	13.49	13.85	14.20	14.55	15.25	15.25	15.25	15.25	15.25
FIRST COOK/BAKER+30	12.80	13.15	13.49	13.85	14.20	14.55	14.90	15.60	15.60	15.60	15.60	15.60
FIRST COOK/BAKER+45	13.49	13.85	14.20	14.55	14.90	15.25	15.60	16.30	16.30	16.30	16.30	16.30
FOOD SERVER/KITCHEN AIDE	11.40	11.67	11.95	12.23	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50
FOOD SERVER/KITCHEN AIDE+15	11.67	11.95	12.23	12.50	12.77	12.77	12.77	12.77	12.77	12.77	12.77	12.77
FOOD SERVER/KITCHEN AIDE+30	11.95	12.22	12.50	12.77	13.04	13.04	13.04	13.04	13.04	13.04	13.04	13.04
FOOD SERVER/KITCHEN AIDE+45	12.50	12.77	13.06	13.32	13.59	13.59	13.59	13.59	13.59	13.59	13.59	13.59
HOT LUNCH VAN	13.23	13.54	13.84	14.14	14.45	14.45	14.45	14.45	14.45	14.45	14.45	14.45
HOT LUNCH VAN+15	13.54	13.84	14.14	14.45	14.75	14.75	14.75	14.75	14.75	14.75	14.75	14.75
HOT LUNCH VAN+30	13.84	14.14	14.45	14.75	15.06	15.06	15.06	15.06	15.06	15.06	15.06	15.06
HOT LUNCH VAN+45	14.45	14.75	15.06	15.36	15.67	15.67	15.67	15.67	15.67	15.67	15.67	15.67
IMC TECH	13.25	13.64	14.02	14.41	14.80	15.17	15.56	15.56	15.56	15.56	15.56	15.56
IMC TECH+15	13.64	14.02	14.41	14.80	15.17	15.56	15.95	15.95	15.95	15.95	15.95	15.95
IMC TECH+30	14.02	14.41	14.80	15.17	15.56	15.95	16.34	16.34	16.34	16.34	16.34	16.34
IMC TECH+45	14.80	15.17	15.56	15.95	16.34	16.71	17.10	17.10	17.10	17.10	17.10	17.10
MAINT I	9.42	9.77	10.11	10.47	10.83	10.83	10.83	10.83	10.83	10.83	10.83	10.83
MAINT I+15	9.77	10.11	10.47	10.83	11.17	11.17	11.17	11.17	11.17	11.17	11.17	11.17
MAINT I+30	10.12	10.47	10.83	11.17	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51
MAINT I+45	10.83	11.17	11.51	11.85	12.21	12.21	12.21	12.21	12.21	12.21	12.21	12.21
MAINT II	13.24	13.56	13.89	14.22	14.55	14.88	15.22	15.88	15.88	15.88	15.88	16.53
MAINT II+15	13.56	13.89	14.22	14.55	14.88	15.22	15.55	16.21	16.21	16.21	16.21	16.88
MAINT II+30	13.89	14.22	14.55	14.88	15.22	15.55	15.88	16.54	16.54	16.54	16.54	17.20
MAINT II+45	14.55	14.88	15.22	15.55	15.88	16.21	16.54	17.20	17.20	17.20	17.20	17.86
MAINT III	13.57	13.91	14.25	14.58	14.93	15.27	15.60	16.29	16.29	16.29	16.29	16.96
MAINT III+15	13.91	14.25	14.58	14.93	15.27	15.60	15.95	16.62	16.62	16.62	16.62	17.30
MAINT III+30	14.25	14.58	14.93	15.27	15.60	15.95	16.29	16.96	16.96	16.96	16.96	17.63
MAINT III+45	14.93	15.27	15.60	15.95	16.29	16.62	16.96	17.64	17.64	17.64	17.64	18.33
MAINT V	19.23	19.70	20.19	20.66	21.14	21.62	22.10	23.07	23.07	23.07	23.07	24.03
MAINT V+15	19.70	20.19	20.66	21.14	21.62	22.10	22.58	23.54	23.54	23.54	23.54	24.51
MAINT V+30	20.19	20.66	21.14	21.62	22.10	22.58	23.07	24.03	24.03	24.03	24.03	24.98
MAINT V+45	21.14	21.62	22.10	22.58	23.07	23.54	24.03	24.99	24.99	24.99	24.99	25.95
MECH I	17.28	17.71	18.15	18.57	19.49	20.39	20.63	21.11	21.11	21.11	21.11	21.60
MECH I+15	17.71	18.15	18.57	19.01	19.92	20.82	21.06	21.54	21.54	21.54	21.54	22.03
MECH I+30	18.15	18.57	19.01	19.44	20.34	21.26	21.50	21.98	21.98	21.98	21.98	22.45
MECH I+45	18.82	19.25	19.68	20.11	21.02	21.93	22.17	22.65	22.65	22.65	22.65	23.13
PARA EDUCATOR	11.18	11.46	11.75	12.03	12.31	12.58	12.86	12.86	12.86	12.86	12.86	12.86
PARA EDUCATOR+15	12.02	12.30	12.58	12.85	13.14	13.42	13.69	13.69	13.69	13.69	13.69	13.69
PARA EDUCATOR+30	12.37	12.65	12.93	13.21	13.49	13.77	14.05	14.05	14.05	14.05	14.05	14.05
PARA EDUCATOR+45	13.10	13.37	13.65	13.93	14.21	14.49	14.77	14.77	14.77	14.77	14.77	14.77
PARA EDUCATOR+CERT	13.81	14.08	14.38	14.65	14.93	15.21	15.49	15.49	15.49	15.49	15.49	15.49
PURCH/REC	16.37	16.85	17.33	17.83	18.32	18.81	19.30	20.29	20.29	20.29	20.29	21.27
PURCH/REC+15	16.85	17.33	17.83	18.32	18.81	19.30	19.80	20.79	20.79	20.79	20.79	21.76
PURCH/REC+30	17.33	17.83	18.32	18.81	19.30	19.80	20.29	21.27	21.27	21.27	21.27	22.25
PURCH/REC+45	18.32	18.81	19.30	19.80	20.29	20.79	21.27	22.25	22.25	22.25	22.25	23.23
SECOND COOK/BAKER	11.89	12.23	12.58	12.93	13.27	13.62	13.96	14.65	14.65	14.65	14.65	14.65
SECOND COOK/BAKER+15	12.23	12.58	12.93	13.27	13.62	13.96	14.31	14.99	14.99	14.99	14.99	14.99
SECOND COOK/BAKER+30	12.58	12.93	13.27	13.62	13.96	14.31	14.65	15.34	15.34	15.34	15.34	15.34
SECOND COOK/BAKER+45	13.27	13.62	13.96	14.31	14.65	14.99	15.35	16.03	16.03	16.03	16.03	16.03
SECRETARY	13.08	13.47	13.87	14.26	14.66	15.04	15.43	16.22	16.22	16.22	16.22	17.00
SECRETARY+15	13.47	13.86	14.26	14.66	15.04	15.43	15.83	16.62	16.62	16.62	16.62	17.39
SECRETARY+30	13.86	14.26	14.66	15.04	15.43	15.83	16.22	17.00	17.00	17.00	17.00	17.79
SECRETARY+45	14.66	15.04	15.43	15.83	16.22	16.62	17.00	17.80	17.80	17.80	17.80	18.57
TRANSPORTATION	16.98	17.32	17.66	18.00	18.34	18.34	18.34	18.34	18.34	18.34	18.34	18.34
TRANSPORTATION+15	17.32	17.66	18.00	18.34	18.69	18.69	18.69	18.69	18.69	18.69	18.69	18.69
TRANSPORTATION+30	17.66	18.00	18.34	18.68	19.03	19.03	19.03	19.03	19.03	19.03	19.03	19.03
TRANSPORTATION+45	18.34	18.69	19.01	19.36	19.70	19.70	19.70	19.70	19.70	19.70	19.70	19.70
SCHOOL NURSE (RN)	20.27	20.88	21.49	22.10	22.71	23.31	23.92	23.92	23.92	23.92	23.92	23.92
SCHOOL NURSE (RN)+15	20.88	21.49	22.10	22.71	23.31	23.92	24.53	24.53	24.53	24.53	24.53	24.53
SCHOOL NURSE (RN)+30	21.49	22.10	22.71	23.31	23.92	24.53	25.14	25.14	25.14	25.14	25.14	25.14
SCHOOL NURSE (RN)+45	22.71	23.31	23.92	24.53	25.14	25.75	26.36	26.36	26.36	26.36	26.36	26.36

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

27

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

ITEM TITLE: APPROVE – CERTIFICATION FOR INDIRECT COST RATES FOR FY 2021-2022

Requested By: Board of Trustees Prepared By: Rebekah Rhoades

SUMMARY:

The Board of Trustees needs to approve the certification for indirect cost rates for FY 2021-2022.

SUGGESTED ACTION: Approve the certification for indirect cost rates for FY 2021-2022.

☒ Additional Information Attached

NOTES:

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



Office of Public Instruction
Elsie Arntzen, Superintendent
PO Box 202501
Helena, MT 59620-2501

CERTIFICATION FOR INDIRECT COST RATE
For FY 2021-2022

Due April 30, 2021

SS #	School System (SS) Name	County #	County	LE's Included
0420	Lewistown Public Schools	14	Fergus	EL 0258 Lewistown Elem HS 0259 Fergus H S K12

Proposed Restricted Indirect Cost Rate 4.15 % (Round to nearest hundredth (X.XX%) of a percent.)

INSTRUCTIONS: Complete and submit with one copy of each application for Indirect Cost Rate. A single application by School System (SS) should be submitted for the elementary and high school district. A copy of this certification will be returned upon approval of your rate.

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal to establish the final indirect cost rate for the periods indicated above are allowable in accordance with the requirements of the Federal award(s) to which they apply and OMB Circular A-87, "Cost Principles for State and Local Governments." Unallowable costs have been adjusted in allocating costs as indicated in the attached Predetermined Indirect Cost Allocation - Schedule A.

(2) All costs included in the proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. In addition, similar types of costs have been accounted for consistently and the Office of Public Instruction will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Signature of District Superintendent or Board Chairperson		Street Address or P.O. Box	
Printed Name of Authorized Official		215 7th Avenue South	
		City	Zip Code
Phillip R. Koterba		Lewistown	59457
Title		Date	
Board Chair		4/12/2021	

Send completed form to:
School Accounting and Budgeting
Office of Public Instruction
PO Box 202501
Helena, MT 59620-2501

ACCEPTED AND APPROVED FOR THE SUPERINTENDENT OF PUBLIC INSTRUCTION BY:

Approved Rate for FY2022	Date Approved
	Signature

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

28

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

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

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

SUMMARY:

The Board of Trustees needs to approve the following requests for out-of-district students to attend the Lewistown Public Schools as indicated below.

<u>Student</u>	<u>Grade</u>	<u>District of Residence</u>	<u>District of Choice</u>
AY	4	King Colony	Lewistown
AZ	2	King Colony	Lewistown
B	7	King Colony	Lewistown

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

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

29

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

ITEM TITLE: APPROVE ISSUING CONTRACTS FOR CERTIFIED AND CLASSIFIED ADMINISTRATORS FOR THE 2021-2022 SCHOOL YEAR

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

SUMMARY:

The Board of Trustees needs to approve issuing contracts for the Classified Staff for the 2021- 2022 School Year as listed on the attachment.

A survey of Classified Administrator wages was sent to Class A and some larger Class B schools in January. As a result, a proposed change to the increases for Classified Administrators is attached. Classified Administrators are the only staff not currently on a salary matrix, so have received minimal increases over the past 10 years. It is the proposal of the Classified Administrators to request an additional 2% increase in salary to begin to bring wages back into line. Additionally, the survey showed that our School Food Director salary fell well below the average (taking # of staff supervised, contracted days, hours worked and geographic location into consideration). The attached recommendation also includes an additional increase for that position.

SUGGESTED ACTION: Approve Issuing Contracts for the Certified and Classified Administrators.

☒ **Additional Information Attached**

NOTES:

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

RECOMMENDED 2021-2022 SALARIES

CERTIFIED ADMINISTRATORS				
Name	Position	FTE	Days	Salary
BARTOS, PAUL	PRINCIPAL	1.00	207	Elementary/Asst Principal Salary Matrix, MA Step 2
FRIESEN, JEFFREY	JHS PRINCIPAL	1.00	217	LJHS Principal Salary Matrix, MA Step 6
LEWIS, MATTHEW	PRINCIPAL	1.00	212	Elementary/Asst Principal Salary Matrix, MA Step 14
MAJERUS, TIMOTHY	HS PRINCIPAL	1.00	222	FHS Principal Salary Matrix, MA Step 15
VENTRESCA, MATTHEW	PRINCIPAL	1.00	212	Elementary/Asst Principal Salary Matrix, MA Step 8
WIRTZBERGER, DANIEL	PRINCIPAL	1.00	212	Elementary/Asst Principal Salary Matrix, MA Step 6

CLASSIFIED ADMINISTRATORS				
BALDWIN, WILLIAM SCOTT	TECHNOLOGY DIRECTOR	1.00	260	2020-2021 Level + Percentage Increase (3.5%)
FRIESEN, AMIE	SCHOOL FOOD DIRECTOR	1.00	220	2020-2021 Level + Percentage Increase (3.5%) + \$5,500
FRY, JASON	MAINTENANCE DIRECTOR	1.00	260	2020-2021 Level + Percentage Increase (3.5%)
ODERMANN, ROBERT	TRANSPORTATION DIRECTOR	1.00	260	2020-2021 Level + Percentage Increase (3.5%)
RHOADES, REBEKAH	BUSINESS MGR/CLERK	1.00	260	2020-2021 Level + Percentage Increase (3.5%)

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

30

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

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2020-2021 SCHOOL YEAR

Requested By: Board of Trustees Prepared By: Christy Rogers

SUMMARY:

The Board of Trustees needs to approve the additions to the substitute list for the 2020-2021 School Year as listed below:

Substitute Teachers
Jerlyn Cattaneo

SUGGESTED ACTION: Approve Additions to the Substitute List for the 2020-2021 School Year

☐ Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

31

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

ITEM TITLE: APPROVE –MOA WITH THE LEWISTOWN EDUCATION ASSOCIATION - ALLOWING FOR CLARIFICATION OF YEARS OF SERVICE FOR NEWLY HIRED CERTIFIED STAFF

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

SUMMARY:

The Board of Trustees needs to approve the MOA with the Lewistown Education Association in regards to allowing for education related years of service to be allowed as credit when hiring.

SUGGESTED ACTION: Approve MOA with the Lewistown Education Association.

☐ Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

04/12/2021

Agenda Item No.

32

☐ Minutes/Claims

☐ Board of Trustees

☐ Superintendent's Report

☐ Action - Consent

☒ Action - Indiv.

ITEM TITLE: APPROVE PERSONNEL REPORT

Requested By: Board of Trustees Prepared By: Christy Rogers

SUMMARY:

Attached is the Personnel Report for your review.

SUGGESTED ACTION: Approve All Items

☒ Additional Information Attached

NOTES:

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

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday April 12, 2021

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
ARMSTRONG, Chad	Elementary Teacher	Lewis and Clark Elementary School	Internal Transfer	7/1/2021	Danny Wirtzberger	Replacing Jeff Russell
CHURCH, Westten	Volunteer Tennis Coach	Fergus High School	Approve as Volunteer	4/13/2021	Paul Bartos	
COMER, Kelly	Elementary Teacher	Garfield Elementary School	Approve appointment on schedule --BA Step 0, 1.0 FTE	7/1/2021	Matt Lewis	Replacing Sara Pearson
CONNER, Tracy	Title 1 Paraprofessional	Lewis and Clark Elementary School	Accept letter of resignation	5/28/2021	Danny Wirtzberger	See attached letter
FISCUS, Brady	Mechanic	Transportation	Approve appointment on schedule --MECH I Step 5 for up to 8 hours per day for 57 days	4/13/2021	Robert Odermann	Replacing Gary Distad
HANKINS, Ashley	Elementary Teacher	Highland Park Elementary School	Internal Transfer	7/1/2021	Matthew Ventresca	Replacing Devney Welsh
JOHNSON, Orin	Elementary Teacher	Lewistown Jr. High School	Internal Transfer	7/1/2021	Jeff Friesen	Replacing Chad Armstrong
LAROWE, Nycole	Counselor	Garfield Elementary School and Highland Park Elementary School	Accept letter of resignation	7/1/2021	Matt Lewis and Matthew Ventresca	See attached letter
PECK, Angela	Paraprofessional	Lewistown Jr. High School	Accept letter of resignation	5/28/2021	Jeff Friesen	See attached letter
RUSSELL, Jeffrey	Elementary Teacher	Lewis and Clark Elementary School	Internal Transfer	7/1/2021	Danny Wirtzberger	Replacing Dylan Buehler

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday April 12, 2021

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
SANDERS, Milford (Jeff)	Paraprofessional	Lewis and Clark Elementary School	Accept letter of resignation	5/28/2021	Danny Wirtzberger	See attached letter
STEVENSON, Mara "Beth"	Elementary Teacher	Lewis and Clark Elementary School	Approve appointment on schedule -- BA + 30 Actual Step 9, 1.0 FTE	7/1/2021	Danny Wirtzberger	Replacing Nancy Hudson
VINCENT, Megan	Teacher	Fergus High School	Approve appointment on schedule --BA Actual Step 9, 1.0 FTE	7/1/2021	Tim Majerus	Replacing Teresa Vaughn
WILSON, Shalon	Elementary Teacher	Highland Park Elementary School	Approve appointment on schedule --BA Step 0, 1.0 FTE	7/1/2021	Matthew Ventresca	Replacing Ashley Hankins

March 19, 2021

Dear Danny Wirtzberger,

Mr. Peck, and Lewistown School Board of Trustees:

This note is to inform you of my intention to retire at the end of this current school year, 2021. Please accept my resignation from my position as a Title 1 Paraprofessional. My last day will be May 31, 2021.

After 30 years, it is time to move on and spend more time with my family. Thank you for the opportunity to work with such amazing educators. I will treasure the friendships made and special memories of Lewistown School District.

Sincerely,

Tracy C. Conner

Nycole LaRowe

Lewistown, MT ☎ 406.539.5223 ☎ nycole.devers@gmail.com

Lewistown Elementary Administrators
Matt Lewis and Matthew Ventresca
Lewistown School District 1
215 7th Ave S.
Lewistown, MT 59457

April 6th, 2021

Dear Mr. Lewis and Mr. Ventresca,

It is with a heavy heart that I inform you of my decision to resign as the K-3 Lewistown Elementary School Counselor. This is an extremely difficult decision, however, other opportunities to grow as a professional have been presented. I want to give a special thanks to my colleagues in the counseling department. Your knowledge, guidance and support compare to none. Lewistown is lucky to have you.

I also cannot thank my administrators and wonderful staff members of Garfield and Highland Park Elementary Schools enough for giving me the opportunity to work with some truly amazing individuals. I have been supported by so many in this district and community. My time here has been a blessing and I can say with absolute confidence that Lewistown has some of the best educators and students in the state.

Thank you for your time and acceptance of my resignation.

Sincerely,



Nycole LaRowe

Angela Peck
402 W. Brassey Street
Lewistown, MT 59457
April 1, 2021

Mr. Jeff Friesen
Principal
Lewistown Jr. High School
914 W. Main Street
Lewistown, MT 59457

Dear Mr. Jeff Friesen:

It is with a heavy heart that I submit my resignation. The last 3 years at Lewistown Jr. High School have been wonderful, the students and staff have made a huge impact on me and I will be forever be grateful for them. However, I made a promise to my husband that once I become a certified teacher that I would not work in the same school district as him. My last day at Lewistown Jr. High School will be Friday, May 28th, 2021. I wish the Lewistown Jr. High and all its employees much success in the coming years.

Sincerely,


Angela Peck
Paraprofessional

Jeff Sanders

703 6th Avenue N
Lewistown, MT 59457

19 March 2021

Mr. Danny Wirtzberger

Cc: Mr. Thom Peck

Lewistown Public Schools

Dear Mr. Wirtzberger,

This letter is to inform you that I will not be seeking renewal of my contract as a Paraprofessional at Lewis & Clark Elementary for the upcoming school year.

Words cannot express my gratitude for the opportunity to work with such amazing staff and students. However, in light of a global pandemic and other family priorities, it is important that my wife and I are closer to our families.

This has been one of the most rewarding experiences of my life, one that I won't soon forget.

Please accept my resignation knowing that it was a very difficult decision to leave.

I look forward to the next few months finishing out the school year and making some incredible memories.

Sincerely,

Milford (Jeff) Sanders

EXECUTIVE SESSION

As per the provisions of 2-3-203
Montana Codes Annotated.

The Board Chair,
will now call for an Executive Session
deeming the demands of individual privacy
clearly exceed the merits of public disclosure.

All parties not involved in the Executive
Session are asked to leave the Board Room
at this time.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

Agenda Item No.

03/25/2019

32

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

ITEM TITLE: EXECUTIVE SESSION—RECOMMENDATION FOR DISCIPLINE HEARING

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

Superintendent Thom Peck and Lewistown Jr. High School Principal, Jeff Friesen will present to the Board of Trustees information on the recommendation for a student disciplinary action.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/25/2019

Agenda Item No.

33

ITEM TITLE: ACTION ON RECOMMENDATION FOR DISCIPLINE HEARING

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

SUMMARY:

The Board of Trustees needs to vote on whether to accept, reject or modify the recommendation.

SUGGESTED ACTION: Action on recommendation for discipline

☐ **Additional Information Attached**

NOTES:

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

School District #1 Mission Statement:

Excellence Today, Success Tomorrow

Core Values of the Lewistown Public Schools:

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

PUPIL INSTRUCTION	First Semester				89 days	Second Semester				90 days
	FIRST QUARTER				DAYS	THIRD QUARTER				DAYS
	First Week	Aug 26	to	Aug 28	3	First Week	Jan 19	to	Jan 22	4
	Second Week	Aug 31	to	Sept 4	5	Second Week	Jan 25	to	Jan 29	5
	Third Week	Sept 8	to	Sept 11	4	Third Week	Feb 1	to	Feb 5	5
	Fourth Week	Sept 14	to	Sept 18	5	Fourth Week	Feb 8	to	Feb 12	5
	Fifth Week	Sept 21	to	Sept 25	5	Fifth Week	Feb 15	to	Feb 19	5
	Sixth Week	Sept 28	to	Oct 2	5	Sixth Week	Feb 22	to	Feb 25	4
	Seventh Week	Oct 5	to	Oct 9	5	Seventh Week	March 1	to	March 5	5
	Eighth Week	Oct 12	to	Oct 14	3	Eighth Week	March 8	to	March 12	5
	Ninth Week	Oct 19	to	Oct 23	5	Ninth Week	March 15	to	March 19	5
	Tenth Week	Oct 26	to	Oct 30	5					
					45					43
	SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
	First Week	Nov 2	to	Nov 4	3	First Week	March 22	to	March 26	5
	Second Week	Nov 9	to	Nov 13	5	Second Week	March 29	to	April 1	4
	Third Week	Nov 16	to	Nov 20	5	Third Week	April 6	to	April 9	4
	Fourth Week	Nov 23	to	Nov 25	3	Fourth Week	April 12	to	April 16	5
	Fifth Week	Nov 30	to	Dec 4	5	Fifth Week	April 19	to	April 23	5
	Sixth Week	Dec 7	to	Dec 11	5	Sixth Week	April 26	to	April 30	5
	Seventh Week	Dec 14	to	Dec 18	5	Seventh Week	May 3	to	May 7	5
	Eighth Week	Dec 21	to	Dec 23	3	Eighth Week	May 10	to	May 14	5
	Ninth Week	Jan 4	to	Jan 8	5	Ninth Week	May 17	to	May 21	5
	Tenth Week	Jan 11	to	Jan 15	5	Tenth Week	May 25	to	May 28	4
					44					47
										Total Days 179

PUPIL INSTRUCTION-RELATED DAYS (PIR)	August 17	New Staff Orientation	
	August 24-25	All Staff Orientation/PIR	2.0
	October 15-16	Staff Development Days <i>Teachers Convention</i>	2.0
	November 4-5	Parent-Teacher Conferences <i>Evening Nov. 4, All Day Nov. 5</i>	1.5
	March 25	Parent-Teacher Conferences <i>Conferences Evening Only Full School Day for Students</i>	.5
	May 24	PIR Day	1.0
		Floating PIR Day	<u>1.0</u>
			8.0

HOLIDAYS & VACATIONS <i>Dates Inclusive</i>	September 7	Labor Day
	November 6	Vacation Day
	November 26-27	Thanksgiving Vacation
	Dec 24-Jan 3	Winter Break
	January 18	Vacation Day
	February 26	Vacation Day
	April 2-5	Spring Break
	May 31	Memorial Day
	July 5	Vacation Day (12-mo employees)