

**LEWISTOWN PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

Lincoln Board Room  
215 Seventh Avenue South  
Lewistown, Montana 59457

**Thursday, March 26, 2020**

**SPECIAL BOARD MEETING**

**ZOOM MEETING**

Topic: Special Board Meeting

Time: Mar 26, 2020 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/880477276?pwd=VzFqMEw4SUVLWlI0VmdkUmhGU2NjQT09>

Meeting ID: 880 477 276

Password: 484045

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

**BOARD OF TRUSTEES**

1. Roll Call
2. Pledge of Allegiance

**PUBLIC PARTICIPATION**

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

**ACTION ITEMS**

**INDIVIDUAL ITEMS**

4. Memorandum LEA
5. Approve Plan of Action in Response to COVID-19 Pandemic
6. Approve First Reading—Board Policy 3650--\_Pupil Online Personal Information Protection

**DISCUSSION**

7. Financial Impacts COVID-19 School Closure
8. Other District Updates in Regards to COVID-19 School Closure

**ADJOURNMENT**

## **PUBLIC PARTICIPATION**

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

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

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/26/2020

Agenda Item No.

3

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

ITEM TITLE: RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS  
THE BOARD

Requested By: Board of Trustees    Prepared By: \_\_\_\_\_

SUMMARY:

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

SUGGESTED ACTION:

\_\_\_\_\_

Additional Information Attached    Estimated cost/fund source \_\_\_\_\_

\_\_\_\_\_

NOTES:

**LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

03/26/2020

**Agenda Item No.**

4

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

**ITEM TITLE:** MEMORANDUM OF UNDERSTANDING BETWEEN LEA AND LEWISTOWN SCHOOL DISTRICT # 1

**Requested By:** Board of Trustees    **Prepared By:** \_\_\_\_\_

**SUMMARY:**

This MOU is in response to changing work conditions due to the COVID-19 pandemic.

**SUGGESTED ACTION:** Approve MOU between the LEA and Lewistown School District # 1.

**Additional Information Attached**

**NOTES:**

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

**MEMORANDUM OF AGREEMENT BETWEEN  
LEWISTOWN SCHOOL DISTRICT #1  
AND THE  
LEWISTOWN EDUCATION ASSOCIATION**

---

Given the extraordinary circumstances and challenges presented by the COVID19 pandemic, the District and Association are entering into this Memorandum of Agreement (MOA) in response to the Governor's order, dated March 15, 2020, closing all K-12 Schools for four (4) weeks effective April 10<sup>th</sup> (dates subject to extension). If the crisis continues, the parties agree to meet and determine next steps, which may include renewal or renegotiation of this MOA.

Any/all PI/PIR days previously scheduled to occur between March 15 and April 10, 2020 (dates subject to extension) shall be cancelled and replaced with the provisions herein.

All provisions contained within the labor agreement(s) governing workdays, breaks, prep periods and complaint and/or grievance timelines are hereby waived during this two-week closure. However, as much as is reasonably possible, a bargaining unit member's workday shall be of a similar length to that which is considered normal for that employee. i.e. a part time teacher would work part time etc.

During the term of this MOA (March 16 through April 10, 2020, possible extension), this MOA controls all working conditions currently existing between the District and all bargaining unit members as follows:

**1. The worksite:** District and employees shall follow CDC recommendations for maintaining workplace safety (e.g. social distancing, etc.) The District shall ensure that each worksite has adequate cleaning supplies, including cleaning solutions that are shown to kill the virus, hand soap, and if available, hand sanitizer.

**2. Compensation and Benefits:**

- A. The District shall compensate and shall also maintain all health and other benefits for all bargaining unit members during the two-week closure as if bargaining unit members are on site attending to their normal and regular duties.

**3. Leave:**

A bargaining unit member who is:

- 1) directed by a health professional or agency to be quarantined for 14 calendar days, either because of close contact with a person who is symptomatic of COVID-19 or because they have tested positive for COVID-19;

- 2) at higher than normal risk in the event of contracting COVID-19 due to age or an underlying medical condition (such as heart disease, lung disease, or diabetes); or
- 3) currently living with or providing care for a member of the bargaining unit member's immediate family who is symptomatic of or has tested positive for COVID-19;

shall be entitled to paid leave during the term of this MOA. Such paid leave will be in addition to, and shall not be deducted from, any accrued personal, vacation, or sick leave. 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.

#### **4. Performance of Duties:**

A. Bargaining unit members shall stay in contact with their immediate supervisor during this period of time through email, Zoom, Google Meet, GoTo Meeting or any other offsite meeting tools and phone.

B. During this closure, teachers 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 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 through the closure from a remote work location or from their classrooms.

C. Fill out a Daily Log, using a Google Form, as provided by Building Principals, to document offsite educational opportunities for students or student contact or parent contact. In addition, Members are encouraged to log non-regular instructional time.

D. Attend Grade Level/Department or whole Staff meetings by Zoom, Google Meet, GoTo Meeting or any other offsite meeting tool or by phone conference.

E. Should the District require any bargaining unit member to return to their worksites during this period, the District shall adhere to the CDC Guidelines.

F. Update grades on Infinite Campus on a weekly basis.

**5. Extra-duty/Extra-Curricular:** Bargaining unit members who coach or supervise extra-curricular activities stipulated in the collective bargaining agreement shall be paid their full stipends in accordance with the collective bargaining agreement between the Board and the Association.

**6. 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 that student instructional time must be made up, the parties shall bargain over such changes to the school calendar and/or workday.

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

**8. Expiration and Precedent:** This Agreement shall expire effective end of day April 10, 2020 and 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 \_\_\_\_\_ 2020.

FOR THE \_\_\_\_\_ SCHOOL DISTRICT:

\_\_\_\_\_

Board Chair

\_\_\_\_\_

Superintendent

FOR THE \_\_\_\_\_ ASSOCIATION:

\_\_\_\_\_

President

*Add additional signature lines for other unions;  
i.e. classified and certified.*

**LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

03/26/2020

**Agenda Item No.**

5

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

**ITEM TITLE:** APPROVE – PLAN OF ACTION IN RESPONSE TO COVID-19 PANDEMIC

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

**SUMMARY:**

The Board of Trustees needs to approve the plan of action in response to the COVID-19 Pandemic.

**SUGGESTED ACTION:** Approve plan of action in response to the COVID-19 pandemic

**Additional Information Attached**

**NOTES:**

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



**MODEL PLAN OF ACTION  
LEWISTOWN PUBLIC SCHOOLS  
DATE OF INITIAL PLAN: March 18, 2020  
REVISION DATES: March 26, 2020**

Plans should be submitted to [SchoolClosure@mt.gov](mailto:SchoolClosure@mt.gov).

**OVERVIEW**

On Sunday, March 15, 2020, Governor Bullock ordered all K-12 public schools in Montana closed starting Monday, March 16 through Friday, April 10, 2020. Pursuant to the March 19, 2020, directive of Governor Bullock, requirements for pupil instruction from Monday, March 16 through April 10, 2020, were waived with Montana's public schools receiving full funding, including the state transportation reimbursement. The Governor further directed that during the mandated school closure from March 16-March 27, 2020, school districts were to plan and begin implementation on the following:

1. Offsite learning instruction and structure;
2. School meals, consistent with what the District regularly provides;
3. Services for students with disability; and
4. Other services customarily provided to students.

Through his March 19, 2020, directive, the Governor stated that districts will receive full funding and all requirements for pupil instruction will be waived if the following conditions are met:

1. The District creates a Plan of Action to address those specific areas identified above;
2. The Board of Trustees approves the District's Plan of Action;
3. The Governor, in consultation with OPI, approves the Board of Trustees' endorsed Plan of Action and waives all requirements for pupil instruction. The Governor's March 19, 2020, directive provides that: "Presumptively, the Governor will approve waiver requests that are approved by school boards."
4. The District will submit periodic reports to the Governor addressing those specific areas identified above.

**LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

03/26/2020

**Agenda Item No.**

6

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

**ITEM TITLE:** APPROVE – FIRST READING---NEW BOARD POLICY 3650---PUPIL ONLINE PERSONAL INFORMATION PROTECTION

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

---

**SUMMARY:**

The Board of Trustees needs to approve the first reading of the new said policy.

**SUGGESTED ACTION:** Approve First Reading New Board Policy 3650 Pupil Online Personal Information Protection

**Additional Information Attached**

---

**NOTES:**

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

Pupil Online Personal Information Protection

Compliance

The School District will comply with the Montana Pupil Online Personal Information Protection Act. The School District shall execute written agreements with operators who provide online applications for students and employees in the school district. The School District will execute written agreements with third parties who provide digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. The written agreements will require operators and third parties to the School District for K-12 purposes or the delivery of student or educational services to comply with Montana and federal law regarding protected student information. All pupil records accessed by the operator or third party during the term of the agreement or delivery of service to the application will continue to be the property of and under the control of the school district.

Operators of Online Applications

Operators providing online applications to the School District shall not target advertising to students, sell student information, or otherwise misuse student information. Operators shall not use information to amass a profile about a pupil, except in furtherance of K-12 school purposes. Operators shall not sell a pupil's information, including protected information unless authorized by law. Operators shall not disclose protected information unless the disclosure is made in accordance with School District policy, state or federal law, or with parent consent. Operators shall implement and maintain reasonable security procedures and practices appropriate to the nature of the protected information and safeguard that information from unauthorized access, destruction, use, modification, or disclosure. Operators shall delete a pupil's protected information if the school or district requests the deletion of data under the control of the school or district.

Third Parties Providing Software and Services

Third parties providing digital education software and services to the School District shall certify that pupil records will not be retained or available to the third party upon completion of the terms of the agreement. Furthermore, third parties shall not use any information in pupil records for any purpose other than those required or specifically permitted by the agreement with the operator. Third parties shall not use personally identifiable information in pupil records to engage in targeted advertising.

Third parties providing digital education software and services to the School District shall provide a description of the means by which pupils may retain possession and control of their own pupil-generated content. Third parties shall provide a description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information

in the pupil's records and correct erroneous information. Third parties shall provide a description of the actions the third party will take, including the designation and training of responsible

3650

Page 2 of 2

individuals, to ensure the security and confidentiality of pupil records. Third parties shall provide a description of the procedures for notifying the affected parent, legal guardian, or pupil if 18 years of age or older in the event of an unauthorized disclosure of the pupil's records;

Failure to Comply and Legal Review

An operator's or third party's failure to honor the law, agreement or School District policy will result in termination of services. The School District will report any operator who fails to honor the law to the appropriate authorities for criminal prosecution.

All contracts and agreements executed under this agreement will be reviewed by the School District's legal counsel.

Cross Reference: 3600 Student Records  
3650F Model Agreement

Legal Reference: Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. 99  
Montana Pupil Online Personal Information Protection Act, Title 20, chapter 7, part 13, MCA

Policy History:

Adopted on:

Reviewed on:

Revised on:

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/26/2020

Agenda Item No.

7

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

ITEM TITLE: FINANCIAL IMPACTS/ COVID-19 SCHOOL CLOSURE -DISCUSSION

Requested By: Board of Trustees    Prepared By: \_\_\_\_\_

SUMMARY:

The Board of Trustees will discuss the Financial impact related to COVID-19 and school closures.

SUGGESTED ACTION: Discussion

Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/26/2020

Agenda Item No.

8

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

ITEM TITLE: OTHER SCHOOL DISTRICT UPDATES REGARDING COVID-19 SCHOOL CLOSURE-  
DISCUSSION

Requested By: Board of Trustees    Prepared By: \_\_\_\_\_

---

**SUMMARY:**

The Board of Trustees will discuss other School District updates regarding COVID-19 school closures

**SUGGESTED ACTION:** Discussion

---

Additional Information Attached

---

**NOTES:**

## School District #1 Mission Statement:

*Excellence Today, Success Tomorrow*

## Core Values of the Lewistown Public Schools:

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

**LEWISTOWN PUBLIC SCHOOLS  
2019-2020 SCHOOL CALENDAR**

**A. Pupil Instruction**

First Semester	92 Days	Second Semester	87 Days
<b>FIRST QUARTER</b>		<b>THIRD QUARTER</b>	
First Week	Aug 21 -- Aug 23 3	First Week	Jan 21 -- Jan 24 4
Second Week	Aug 26 -- Aug 30 5	Second Week	Jan 27 -- Jan 31 5
Third Week	Sept 3 -- Sept 6 4	Third Week	Feb 3 -- Feb 7 5
Fourth Week	Sept 9 -- Sept 13 5	Fourth Week	Feb 10 -- Feb 14 5
Fifth Week	Sept 16 -- Sept 20 5	Fifth Week	Feb 17 -- Feb 21 5
Sixth Week	Sept 23 -- Sept 27 5	Sixth Week	Feb 24 -- Feb 27 4
Seventh Week	Sept 30 -- Oct 4 5	Seventh Week	Mar 2 -- Mar 6 5
Eighth Week	Oct 7 -- Oct 11 5	Eighth Week	Mar 9 -- Mar 13 5
Ninth Week	Oct 14 -- Oct 16 3	Ninth Week	Mar 16 -- Mar 19 4
Tenth Week	Oct 21 -- Oct 25 5		<b>42</b>
	<b>45</b>		

<b>SECOND QUARTER</b>		<b>FOURTH QUARTER</b>	
First Week	Oct 28 -- Nov 1 5	First Week	Mar 23 -- Mar 27 5
Second Week	Nov 4 -- Nov 5 3	Second Week	Mar 30 -- Apr 3 5
Third Week	Nov 11 -- Nov 15 5	Third Week	Apr 6 -- Apr 9 4
Fourth Week	Nov 18 -- Nov 22 5	Fourth Week	Apr 15 -- Apr 17 3
Fifth Week	Nov 25 -- Nov 26 2	Fifth Week	Apr 20 -- Apr 24 5
Sixth Week	Dec 2 -- Dec 6 5	Sixth Week	Apr 27 -- May 1 5
Seventh Week	Dec 9 -- Dec 13 5	Seventh Week	May 4 -- May 8 5
Eighth Week	Dec 16 -- Dec 20 5	Eighth Week	May 11 -- May 15 5
Ninth Week	Jan 2 -- Jan 3 2	Ninth Week	May 18 -- May 21 4
Tenth Week	Jan 6 -- Jan 10 5	Tenth Week	May 26 -- May 29 4
Eleventh Week	Jan 13 -- Jan 17 5		<b>45</b>
	<b>47</b>		

**Totals  
179**

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

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

**Holidays / Vacations (Dates Inclusive)**

**C.**

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