

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room

215 7th Avenue South
Lewistown, Montana 59457

**MONDAY, March 9, 2020
REGULAR BOARD MEETING
PAGE 1**

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

1. Roll Call
2. Pledge of Allegiance
3. Motion to Set Agenda
4. Recognition of FHS Wrestling Team and Coaches
5. Recognition of Fergus County Spelling Bee Winners
6. Recognition of Geography Bee First Place Winners
7. Presentation---Suzy Flentie, Samsung Project Video
8. Report—Student Representative
9. Report—LEA
10. Report—Committees of the Board
11. Calendar Items, Concerns, Correspondence, Etc.

SUPERINTENDENT'S REPORT

12. Report—Election Information
13. Report—Budget Update
14. Report—Investment
15. Report—Superintendent

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

17. Minutes of the February 10, 2020, Regular Board Meeting
Minutes of the February 25, 2020 Special Board Meeting

APPROVAL OF CLAIMS

18. Claims

INDIVIDUAL ITEMS

19. Decision and Ratification or Denial of the 2020-2022 Collective Bargaining Agreement
20. Second Reading---Board Policy 1005FE ---Proficiency-Based ANB
21. Second Reading---Board Policy 1015FE---Personalized Learning Opportunities

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**MONDAY, March 9, 2020
REGULAR BOARD MEETING**

-CONTINUED PAGE 2-

- 22. Approve Certified Contract Language
- 23. Approve Issuing Contracts for Certified Staff
- 24. Approve Non-Renewal of Non-Tenured Certified Staff Contract without Cause
- 25. Set Elementary District Number One Levy Amount
- 26. Set High School District Number One Levy Amount
- 27. Approve Adoption of Resolution Estimating Changes in Revenues/Mills from Tuition, Adult Education, Building Reserve, Transportation and Bus Depreciation Levies for School Fiscal Year 2021
- 28. Approve 2020-2021 School Calendar
- 29. Approve Additions to the Substitute List for the 2019-2020 School Year
- 30. Approve Personnel Report

ADJOURNMENT

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

PUBLIC PARTICIPATION

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

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

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

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

ITEM TITLE: RECOGNITION – FERGUS HIGH SCHOOL WRESTLING TEAM AND COACHES

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

SUMMARY:

Brendon DeCock, Head Coach and Mike Mager and Robert Wallace Assistant Coaches, along with wrestling team members will be introduced and will give their perspective on this past season.

SUGGESTED ACTION: Informational

☐ Additional Information Attached

Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

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

ITEM TITLE: RECOGNITION OF FERGUS COUNTY SPELLING BEE WINNERS

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

SUMMARY:

Owen Day, grade 8, of Lewistown Jr. High School and Talon King, grade 5, of Lewis and Clark Elementary School won first and second place awards respectively, at the County Spelling Bee Competition on February 11, 2020. The Spelling Bee was held at the Fergus High School Performing Arts.

Averi Sparks, grade 6, placed first place at Lewis and Clark Elementary participating in the school competition on January 31, 2020.

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

6

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

ITEM TITLE: RECOGNITION OF GEOGRAPHY BEE WINNERS

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

Wyatt Elam, Lewistown Jr. High School grade 8, and Talon Thomas, Lewis and Clark Elementary School grade 5, won first place honors at their individual school Geography Bee competitions.

Wyatt qualified to participate at the state competition in Billings after taking the written exam.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

7

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

ITEM TITLE: PRESENTATION---SUZY FLENTIE VIDEO PRODUCTION - SAMSUNG PROJECT

Requested By: Board of Trustees Prepared By: Suzy Flentie

SUMMARY:

Suzy Flentie, Bret Shelagowski and Katherine Spraggins, Club Advisors, will present the video GIS Club has filmed to comply with their entry materials for the Samsung Solve for Tomorrow National Contest. Their proposal addresses school safety in the event of a school shooter incident.

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

8

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees Prepared By: Cooper Birdwell

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

03/09/2020

Agenda Item No.

9

☐ 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

03/09/2020

Agenda Item No.

10

ITEM TITLE: REPORT---COMMITTEES OF THE BOARD.

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

SUMMARY:

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

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

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

**STANDING COMMITTEES OF THE BOARD
2019-2020 School Year**

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

**OTHER COMMITTEES WITH BOARD REPRESENTATION
2019-2020 School Year**

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

11

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.

- Department of Commerce Letter on Infrastructure Grant and Recipient List
- MHSA Letter on adding Girls Wrestling and Boys Powerlifting
- OPI Letter on Transformational Learning Priority List
- Amazon Future Engineer Letter

SUGGESTED ACTION: Informational

☐ **Additional Information Attached**

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

12

☐ 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 2020.

Attached are the Terms of Office Listing and the 2019-2020 School Election Calendar.

Board members terms of office that are due to expire in 2020 include: Kris Birdwell, Jeff Southworth and Stephan Vantassel.

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 2020	Expire 2021	Expire 2022
SCHOOL DISTRICT #1	Kris Birdwell Jeff Southworth Stephen Vantassel	CJ Bailey Monte Weeden	Phillip R. Koterba Jennifer Thompson

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

_____ 3-year term (to expire in 2023)

_____ 3-year term (to expire in 2023)

_____ 3-year term (to expire in 2023)

Declaration of Intents Filed for Nomination of School Board Trustee:

Stephen Vantassel
Aaron Golik

**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	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					
AMOUNT	\$98,000.00	\$79,449.41	\$98,000.00	\$68,606.20	NONE	\$44,638.12				
MILLS	8.33	6.58	8.17	5.54		3.46				
FOR	1126	1157	845	966		1295				
AGAINST	1173	1146	542	703		1039				
PASS/FAIL	FAIL	PASS	PASS	PASS		PASS				
MAIL/POLL	MAIL	MAIL	POLL	POLL		MAIL				
TYPE	BR LEVY (10 YR)	GF LEVY	BR LEVY (10 YR)	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					
AMOUNT	\$98,000.00	\$98,000.00	NONE	NONE	NONE					
MILLS	7.71	7.54								
FOR	1150	875								
AGAINST	1256	593								
PASS/FAIL	FAIL	PASS								
MAIL/POLL	MAIL	POLL								
TYPE	BR LEVY (10 YR)	BR LEVY (10 YR)								

AS OF DECEMBER 2019:


# ABSENTEE VOTERS IN ELEMENTARY DISTRICT	2936	58%
# POLL VOTERS IN THE ELEMENTARY DISTRICT	2118	42%
TOTAL # OF VOTERS IN ELEMENTARY DISTRICT	5054	

# ABSENTEE VOTERS IN THE HS DISTRICT	130	54%
# POLL VOTERS IN THE HS DISTRICT	111	46%
# OF VOTERS IN THE HS DISTRICT	241	

SCHOOL ELECTION CALENDAR 2020

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 12 through Thursday, March 26	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 25	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 28	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 6	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 9	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 2 (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 2 (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 3	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 3	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 3	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 6	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 6	Contact your county election administrator for the absentee ballot list.	13-13-212 20-20-312
Day after Close of Regular Registration	Tuesday, April 7	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 26 Through Saturday, April 25	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 15	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 15 through Monday, April 20	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 25 through Sunday, May 3	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 4	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 4	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 4	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 5	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 11	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 29	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 canvas	Monday, May 11 through Wednesday, June 3	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 canvas.	13-16-201
Within 5 days of receipt of notice from the election administrator	Monday, May 13 through Monday, June 8	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 canvas or recount petition.	13-16-204 20-20-420
Within 25 days of election	By Friday, May 29	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	Monday, 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 (EA) to become the election administrator for school elections. The request must be made by a resolution of the board of trustees. If the county EA accepts, then he/she 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 12	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

03/09/2020

Agenda Item No.

13

☐ 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 2020-2021 General Fund Budgets.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

2020-2021 PRELIMINARY BUDGET PROJECTIONS As of 3/9/2020

ELEMENTARY

2019-2020 Final Budget	\$6,515,200.34	
2020-2021 Preliminary Budgets	\$6,692,337.81	without a vote (\$54,000 more than projected)
	\$6,743,983.90	with a vote (\$74,000 more than projected)
FY20 Budget vs FY21 Budget	\$177,137.47	higher without a vote
	\$228,783.56	higher with a vote
Levy on May Ballot	\$51,646.09	

Estimated budget shortfall of \$120,000 to \$170,000

HIGH SCHOOL

2019-2020 Final Budget	\$3,263,646.40	
2020-2021 Preliminary Budgets	\$3,225,474.49	without a vote (\$5,000 more than projected)
	\$3,270,188.03	with a vote (\$1,000 more than projected)
FY20 Budget vs FY21 Budget	(\$38,171.91)	lower without a vote
	\$6,541.63	higher with a vote
Levy on May Ballot	\$44,713.54	

Estimated budget shortfall of \$130,000 to \$178,000

The numbers above include the increase to certified staff salaries and health insurance. The numbers also include any known staffing changes.

Many Unknowns Still Exist:

Salary (Classified & Administrator), Retirements/Staff Resignations, Health Insurance Rates, Kindergarten Enrollment, Title I Funding

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

14

☐ 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 February 2020 was not available at the time of posting.

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana
BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

15

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

ITEM TITLE: REPORT—SUPERINTENDENT

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

SUMMARY:

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

- ❖ Staffing Update
- ❖ Coronavirus update, policy and protocol
- ❖ Student Handbook Preparation – Cell Phone policy
- ❖ Sports Coop Philosophy
- ❖ Parent/Teacher Conferences—Thursday, March 26, 2020—Evening Only
- ❖ 4th Grade Science Fair Review – Regional Fair in Great Falls
- ❖ State MS Wrestling Tournament Review
- ❖ Health Clinic in LPS update – March 10th meeting
- ❖ BPA State Competition in Billings – March 8-10
- ❖ FHS Combined Music Concert – 7 pm @ FCPA
- ❖ Virtual Career Fair – March 13
- ❖ Central Montana Challenge – Kindness Project – March 17, 10:30 am and 1 pm assembly
- ❖ FCCLA State Convention – March 19
- ❖ Prom – March 21 at Central Montana Feed and Grill
- ❖ MASS and META Spring Conference March 23 -24 at Helena
- ❖ MTSS High School Forum – March 24-25 at Great Falls
- ❖ Cheer Fest – March 20 @ Fergus High Gym – 22 Teams
- ❖ Chris Russell Fundraiser – March 27 at 6 pm - Eagles
- ❖ Garfield Music Program, March 31 at 6:00 p.m. – FCPA
- ❖ Kindergarten Screening April 1st and 2nd
- ❖ Home Athletic Games/Meets:
 - 1st Day of Spring Sports (Boys & Girls Track, Boys & Girls Tennis, Softball),
March 9th and LJH Track begin March 23rd
 - TR – Central Montana Inv. – Saturday, April 4th
 - TR – FHS Twilight – Tuesday, April 7th – 3:30 pm
 - SB – FHS Round Robin, April 10 & 11 TBA

SUGGESTED ACTION: Informational

☐ **Additional Information Attached**

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

16

☐ 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: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

17

☒ 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 February 10, 2020, Regular Board Meeting
- Minutes of the February 25, 2020 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						
Koterba						
Southworth						
Thompson						
Vantassel						
Weeden						

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 Seventh Avenue South
Lewistown, Montana 59457

MONDAY, February 10, 2020

REGULAR BOARD MEETING

CALL TO ORDER (6:36 p.m.)

1. ROLL CALL

TRUSTEES PRESENT:

CJ Bailey, Kris Birdwell, Jennifer Thompson, Phil Koterba, Jeff Southworth

TRUSTEES ABSENT:

Monte Weeden, Stephen Vantassel

STAFF PRESENT:

Superintendent Thom Peck, Business Manager/District Clerk Rebekah Rhoades, Luke Brandon – LEA President, Diane Lewis, Tim Majerus

OTHERS PRESENT:

Miriam Campan – News Argus, Robert Pfund – KXLO Radio, Cooper Birdwell – Student Representative and other interested parties.

2. PLEDGE OF ALLEGIANCE

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

4. Recognition of the Speech and Drama Team

Lee Stahl, Speech and Drama Advisor, was unable to attend, so student Jo Zapata-Brown gave a report on their season and introduced members of the team.

5. Recognition of the Business Professionals of America Club

Diane Lewis, BPA Advisor, recognized her members of the BPA Club for their great job at Regionals. Several members will be competing at State in March.

6. Report—Student Representative

Cooper Birdwell, Student Representative to the Board, reported on upcoming activities at Fergus High School.

7. Report – LEA

Luke Brandon, President of the Lewistown Education Association (LEA) updated the Board of Trustees on the activities and happenings for their organization.

8. Report—Committees of the Board

The Gaining Committee will meet again on Wednesday, February 12, 2020 at 6:00pm.

The Building and Grounds Committee met on February 10, 2020 at 6:00am. A boiler project will be coming to the Board in March for approval to go out to bid. A Special Board Meeting will be scheduled in the next 2-3 weeks to discuss Facilities and the potential Bond.

9. Calendar Items, Concerns, Correspondence, Etc.

Mr. Peck handed out the following items to the Board:

- MHSA Annual Meeting Action

- Advanced Opportunity Act Application letter from OPI
 - Principal 20-day Plans
10. Report—2018-2019 Audit Report
Business Manager Rebekah Rhoades reported Paul Strom and Associates completed the audit for FY2018-2019. There were no findings or material weaknesses in our financial statements or internal control processes. The audit report is posted in its entirety on the District website as well as a hard copy at the District Business Office for the public to view.
 11. Report—Election Information
Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the 2020 School Election Calendar and advised them of the Trustee seats that will be up for election in 2020 – Kris Birdwell, Jeff Southworth and Stephen Vantassel.
 12. Report—Budget Information
Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the budget outlook for 2020-2021 school year.
 13. Report—Investment
Interest earned and distributed for January was \$6,374.34 in the High School and \$7,433.08 in the Elementary, for a total of \$13,807.42.
 14. Report—Superintendent
Superintendent Thom Peck reminded the Board he has tickets to the State Wrestling and Divisional Basketball tournaments for anyone that wants them. The Calendar Committee will be meeting in the near future. Mr. Peck updated the Board on various events taking place throughout the District.

PUBLIC PARTICIPATION

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

ACTION ITEMS MINUTES

16. Minutes of the January 13, 2020, Regular Board Meeting
Minutes of the January 21, 2020, Special Board Meeting
– Approved unanimously (Birdwell/Southworth)

APPROVAL OF CLAIMS

17. Claims – Approved unanimously (Bailey/Thompson)
Claims Committee for January through March 2020 will be Board Chair Phil Koterba, CJ Bailey, Jennifer Thompson, and Jeff Southworth.

INDIVIDUAL ITEMS

18. Approve Out-Of-District Student Attendance Agreement Requests for Placement In and Out of Lewistown Public Schools – Approved unanimously (Birdwell/Thompson)
19. Approve First Semester Claim for Individual Contract Bus Reimbursement – Approved unanimously (Bailey/Thompson)
20. Approve First Semester Elementary & High School Claims for Bus Reimbursement – Approved unanimously (Thompson/Bailey)
21. Approve Trustee Resolution Calling for an Election – 3 in favor (Bailey, Thompson, Koterba) and 2 against (Birdwell, Southworth) - (Bailey/Koterba)
22. Approve Application for OPI-Transformational Learning Program – Approved unanimously (Thompson/Birdwell)
23. Approve First Reading – New Board Policy 1005FE – Approved unanimously (Birdwell/Southworth)
24. Approve First Reading – New Board Policy 1015FE – Approved unanimously (Bailey/Thompson)
25. Approve Additions to the Substitute List for the 2019-2020 School Year – Approved unanimously (Bailey/Thompson)
26. Approve Personnel Report – See Exhibit A – Approved unanimously (Thompson/Birdwell)

ADJOURNMENT

The meeting was adjourned at 7:12 p.m (Bailey). The next regular meeting will be held at 6:00 p.m. on Monday, March 9, 2020, at the Lincoln Board Room.

PHILLIP R. KOTERBA
BOARD CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

EXHIBIT 'A'
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Monday February 10, 2020

<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>
CARRANZA, Adolfo (AI)	Custodian	Fergus High School	Approve appointment on schedule---MAIN II Step 0 for up to 8 hours per day for up to 95 days	2/17/2020	Jason Fry	Replacing Bradley Clark who replaced Suwaphit Phansombun
FELLER, Vic, HUDSON, Troy, JOHNSON, Orin and LEAR, Derek	Football Coaches	Fergus High School	Approve Out-Of-State Travel to attend Football Clinic at Reno, Nevada	3/5/20 thru 3/9/20	Jim Daniels	See Attached Memo
FRIESEN, Jeff	Principal	Jr. High School	Approve appointment on schedule --JUNIOR HIGH PRINCIPAL Matrix MA Step 5 for the 2020-2021 school year	7/1/2020	Thom Peck	Replacing Scott Dubbs
RAMMELT, Tanna	Kitchen Aide	Central Kitchen	Approve appointment on schedule--FOOD SERVER/KITCHEN AIDE Step 0 for up to 8 hours per day for up to 68 days	2/17/2020	Amie Friesen	Revised Contract (previously 5 hours per day)
SMITH, Kristina	Teacher	Jr. High School	Accept Letter of Resignation	7/1/2020	Scott Dubbs	See Attached Letter

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room
215 Seventh Avenue South
Lewistown, Montana 59457

Wednesday, February 25, 2020

SPECIAL BOARD MEETING

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

1. **ROLL CALL**

TRUSTEES PRESENT:

Stephen Vantassel, Jennifer Thompson, Monte Weeden, CJ Bailey, Kris Birdwell (arrived 6:47pm)

TRUSTEES ABSENT:

Board Chair Phil Koterba, Jeff Southworth

STAFF PRESENT:

Superintendent Thom Peck, Business Manager Rebekah Rhoades, Danny Wirtzberger, Jason Fry, Matt Ventresca, Matt Lewis, Scott Dubbs, Jeff Friesen, Tim Majerus

OTHERS PRESENT:

Charlie Dennison – Lewistown News Argus, Anthony Houtz – Cushing Terrell (CTA Architects), Bridget Eckstrom – D.A. Davidson and other interested parties.

2. **PLEDGE OF ALLEGIANCE**

The group recited the Pledge of Allegiance.

PUBLIC PARTICIPATION

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

There was no public participation.

BOARD OF TRUSTEES

ACTION ITEMS

4. **Approve Personnel Report – See Exhibit A - Approved Unanimously (Bailey/Weeden)**

WORKSESSION

5. **D.A. Davidson – Bond Levy Discussion**

Bridget Eckstrom with D.A. Davidson explained the Bond financing process and preliminary options with the Board.

6. **CTA Architects – Facilities Discussion (6:45pm)**

Anthony Houtz with CTA Architects shared four options for the Board to consider regarding a possible Bond initiative.

ADJOURNMENT

The meeting was adjourned at 7:51 p.m. (Thompson – unanimous).

JENNIFER THOMPSON
BOARD VICE CHAIR

REBEKAH RHOADES
BUSINESS MANAGER

EXHIBIT 'A'
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Tuesday, February 25, 2020

<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>
JAMES, Teela	School Food Server/Cashier	Fergus High	Approve appointment on schedule---Food Server/Cashier Step 0, Breakfast Server 2 hours per day for up to 2 days per week, Lunch Server 3 hours per day for up to 5 days per week, (Total 19 hours per week) for up to 63 days	2/24/2020	Amie Friesen	Replacing Cassidy Conrad

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

18

☒ 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 March 6, 2020, as approved by the Finance Committee.

Members of the Finance Committee for January-March 2020 include: Board Chair Phil Koterba, CJ Bailey, Jennifer Thompson, and Jeff Southworth.

*****Need to select new Finance Committee members for April - June 2020*****

SUGGESTED ACTION: Approve Claims as Presented

☐ Additional Information Attached

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

19

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

ITEM TITLE: DECISION AND RATIFICATION OR DENIAL OF THE 2020-2022 COLLECTIVE BARGAINING AGREEMENT

Requested By: Board of Trustees Prepared By: Gaining Team

SUMMARY:

The Board of Trustees needs to make a decision and call for a vote to ratify or decline the proposal for the 2020-2022 Collective Bargaining Agreement as presented by the Collective Gaining Team.

SUGGESTED ACTION: Call for Vote to Ratify or Decline Proposal for the 2020-2022 Collective Bargaining Agreement

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

2019-2020



Lewistown Public Schools
**COLLECTIVE BARGAINING
AGREEMENT**

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I

CONTRACT OF AGREEMENT

This agreement is entered into this ____ day of _____, _____, by and between the Trustees of the Lewistown Public Schools and their successors in office, Fergus County, Montana, hereinafter designated as the Board and the Lewistown Education Association Unit of the Montana Education Association, hereinafter called the Association, pursuant to and in accordance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Codes Annotated, to provide the terms and conditions of employment for teachers for the duration of this agreement.

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining, concerning the terms and conditions of the professional service for teaching employees. Teaching employees for this purpose are defined as:
 - 1. Employees contracted as teachers, holding valid teacher certificates class 1, 2, 4, or 5 issued by the State of Montana, Section 20-4-206 M.C.A.
 - 2. Employees contracted as supportive staff holding a valid certificate or license as required by District Job Description and/or by law. These employee positions include: a) school psychologists; b) speech clinicians.
- B. Unless otherwise indicated, the term teacher, when used hereinafter in this agreement, will refer to all teaching employees as defined above.

ARTICLE III

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under Montana School Law.
- B. Teachers will not be required to disarm any student of an explosive device, lethal weapon, or search for explosives.
- C. The District and the Association recognize the importance of teacher involvement in the decision-making process in the Lewistown School District. In an effort to ensure that teachers have a voice, the Association shall provide a list of teacher names for any district committee that has teacher members. The Superintendent or the Association can request names.
- D. No teacher shall be reduced in rank or compensation, discharged, or otherwise deprived of any professional advantage without due process in accordance with 20-4-204, 20-4-206, and 20-4-207, MCA. (See Administrators' Handbook - Employee Relations.)
- E. Complaints/Concerns: When the District receives a complaint or concern, it shall be presented to the subject teacher not later than fifteen (15) working days from receipt, and the teacher shall be afforded the opportunity to respond or rebut. A Uniform Complaint Procedures Form or any other applicable form will be handled in accordance with District policy (5240 and 5240P).

F. Personnel Files:

1. No material will be placed in a teacher's personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it in writing.
2. Access to a personnel file shall be limited to the Board (as per Board Policy), the Administration, the teacher to whom the file refers, representatives of either party if necessary, and to others if the teacher gives permission.
3. Any teacher shall have the right upon request, to review the contents of his/her personnel file and to receive at Board expense a copy of any documents contained therein. An Association representative, at the teacher's request, may be present at any such review. Upon request by the teacher, the Superintendent or official designee shall sign an inventory sheet to verify contents of the personnel file at the time of the inspection by said teacher. A separate file for processed grievances, administrator notes or for any review of services shall be kept apart from the teacher's personnel file. No secret, duplicate, alternate, or other personnel file shall be kept by the Board and administration.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. FACILITIES, EQUIPMENT AND SUPPLIES: The Association shall have the privilege of using school instructional facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

Space on the bulletin board in each teacher's lounge in each school shall be reserved for the exclusive use of the Association for the purpose of posting materials dealing with Association business. The Association shall have the privilege of using the interschool mail facilities and school mailboxes.

- B. MEETINGS: The Association shall have the privilege of using available school buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the School District before the time and place of such meetings. The use of school buildings by the Association shall be subject to the right of the School District to make reasonable charges for such usage.
- C. SCHOOL OPERATIONS: None of the above-mentioned usages shall disrupt school operations.
- D. DUES CHECK OFF: The School District shall deduct from the salaries of teachers such monies for the Association dues and Association PAC (Political Action Committee) contributions as said teachers individually authorize the School District to so deduct. Commencing in October and each month thereafter the School District shall deduct in equal installments, the monies that the teacher has agreed to pay the Association during the period in the individual's authorization. New authorizations, when received by the School District during the school year, will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary.
1. The Association will certify to the School District the current rate of membership dues.
 2. The Association will provide names of new licensed personnel who have joined the Association. The Association will submit to the School District a form signed by the individual authorizing the deduction by the School District. This form is signed only when the individual joins the Association and will remain in effect until the individual leaves the district or cancels his or her membership.
 3. The School District shall transfer all deducted monies, along with a list of the names for which deductions are made, to the Association treasurer on a monthly basis.
 4. All remaining unpaid dues or fees shall be deducted from the final paycheck of a person leaving the employment of the School District before the end of the school year.

E. PROFESSIONAL REPRESENTATION FEE:

1. The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly.
2. Every teacher who is not an Association member shall, as a condition of employment, pay to the Association an amount equal to the chargeable portion of annual unified membership dues.
3. No teacher shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association constitution and bylaws.
4. Nonmembers of the Association may authorize payroll deduction of the professional representation fee in the same manner as described in Article IV.D.
5. Any dispute concerning the representation fee shall be solely between the affected bargaining unit employee and the Association. The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of Article IV.E of this agreement between the parties for fee deduction. The defense of any such claims, suits or other forms of liability shall be the responsibility and under the control of the Association and its attorneys. Nothing in this section, however, shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of Article IV.E through representatives of its own choosing at its own expense.

- F. **FACULTY MEETINGS:** The Association will have the privilege to be placed on the agenda of faculty meetings as determined by the building principal.

ARTICLE V

RIGHTS OF THE BOARD

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law.
- B. The District shall retain all rights, powers, functions and authority to operate the district and manage its affairs as outlined in state law except where specifically restricted by this agreement.

ARTICLE VI

REOPENING OF NEGOTIATIONS

- A. The Association, or its successor, shall notify the School District No. 1 Trustees of their desire to negotiate a new agreement on or before November 1, preceding the termination date of this agreement.
- B. In the event the Association or its successor request negotiation of a new agreement, the Association and the Board of Trustees agree to initiate negotiations on or before December 15, preceding the termination of this agreement.
- C. Either team desiring a special meeting shall make the request known to the Superintendent. The Superintendent will confer with both chairpersons to assign a time, date and place of mutual agreement.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will

be voting on the negotiated contract by LEA and Board of Trustees.

ARTICLE VII

LEAVES

A. PROFESSIONAL LEAVE:

1. Temporary leave at full salary may be provided each teacher for visitation to other schools, attendance at education conferences, serving on committees, serving duties of professionally elected offices, and attendance at professional association conferences, conventions and assemblies if approved by the administration.
2. Temporary leave at full salary may be provided to officers or members of an association that may be identified with a subject or discipline for conventions:
 - a. In-state attendance may be allowed by consent of the Superintendent.
 - b. Out-of-state attendance must be presented to the Board of Trustees for approval.
3. Reasonable expenses shall be paid to the teacher(s) attending such meetings, unless such expenses are waived by mutual agreement between the teacher(s) involved and the administration. Such waivers of expenses should be in written form and signed by the involved party.
4. Teachers who participate during the school day in meetings, conferences, and/or assemblies whose purpose is to plan or execute negotiation proposals shall have deducted 1/187th of their annual salary per day of attendance. This does not include the Montana Education Association Annual IPD (Instruction and Professional Development) Conference.
5. School absences due to Delegate Assembly attendance, will result in a reduction in pay equivalent to the substitute pay rate for the participating teacher(s).
6. LEA PRESIDENT WORK LEAVE
 - a. The president of the Association shall be granted not more than one day per month in order to perform the duties of the office. Such leave shall be requested at the discretion of the president; however, the president shall make an effort to take the leave subject to the availability of a substitute. Such leave shall be requested in writing in advance and shall be authorized by the Superintendent or his designee.
 - b. President work leave must be used to complete the duties directly related to Association business. Such leave shall not be used for political-action related activities in accordance with state law.
 - c. President work leave days may not be carried over to a new year.
 - d. President work leave shall not replace other leave days already allocated to the president.
 - e. The Association shall reimburse the district for the substitute wages incurred during the president work leave time.

B. SABBATICAL LEAVE:

1. Sabbatical leave shall be granted for a purpose of study only after a teacher serves seven (7) consecutive years in the Lewistown Public School system and such leave shall be subject to approval of the Board.
2. A plan of study which shall lead toward advancement in the teaching or Board-approved field shall be submitted along with an application for sabbatical leave to the Board of Trustees. Such a plan shall include a statement of the educational goal(s) or complete description and rationale to

alternatives for academic training.

3. No further sabbatical leave will be granted to the same person until the person has completed seven (7) additional years of teaching in the Lewistown Public School system.
4. A teacher on approved sabbatical leave shall be paid a \$3,000.00 stipend payable in ten (10) equal installments of \$300.00 per month. Such payments will be made during the months of September through June of the fiscal year in which sabbatical leave is taken. Prior to the receipt of any portion of the stipend, the teacher shall sign a promissory note for \$3,000.00. Should the teacher discontinue the established plan of study during the sabbatical leave period, the amount paid to that point should become due and payable to School District No. 1. Teachers completing the conditions of the approved application for sabbatical leave and one full school year of teaching in the District following the sabbatical leave shall have their obligation for payment of the promissory note canceled. The Board must approve any deviation from the above procedure.
5. A teacher on sabbatical leave may not accept employment that interferes with his/her study without loss of the stipend or any other benefits provided by the District during the period of leave.
6. The time during which a teacher is on leave of absence shall not be counted as experience for the purpose of advancement on the salary schedule.
7. Application letters for sabbatical leave are to be sent to the District administration office.

C. EXTENDED LEAVE:

Extended leave of absence without salary shall be provided for such reasons as family illness, involuntary military service, and maternity and may be provided for education and full-time office. At the discretion of the Board, teachers may receive up to full compensation by the District during an approved leave of absence to participate in an exchange-teaching program. Requests shall be made in writing, stating the desired length of time of the leave.

The teaching employee shall be informed in writing as to the action taken by the Board of Trustees on the request for the leave. Failure to comply with the conditions and terms of the agreement of the two (2) parties by the teacher may be grounds for dismissal.

1. Family Illness:
 - a. Family illness shall apply to a teaching employee and spouse and their grandparent, father, mother, sister, brother, daughter, son, and grandchild.
 - b. When a teaching employee becomes ill or injured whereby the period of convalescing is longer than the accumulated sick leave, said employee may apply for an extended leave of absence.
2. Education: Upon approval of the Board, an extended leave of absence may be granted to obtain additional education, participate in an exchange teaching program, travel, or participate in work programs related to professional responsibilities.
3. Campaign for/or Election to Public Office: Leave may be given for the length of time necessary for the campaign or term of the public office, not to exceed one (1) full year.
4. Military Service:

An employee required to perform active military service, either as a member of the Montana National Guard or a member of a reserve component of the military forces of the United States, shall be entitled to all rights and privileges granted to them by state or federal law.

5. Length of Leave of Absence:

- a. A leave of absence may be granted for a maximum period of one (1) school year.
- b. A leave of absence may not be extended to endure for a period to exceed one (1) school year except in case of military service.

6. Effective and Termination Dates:

- a. A leave of absence may become effective only at the end of a quarter or at the end of a school year.
- b. Upon the recommendation of the Superintendent and the approval of the Board of Trustees, a leave of absence may become effective on a date other than the close of business on the last day of a quarter, or be terminated on a date other than the close of business on the last day of a quarter.

7. Return to Position after Leave of Absence:

- a. A teaching employee who does not report for duty at the expiration of his/her leave of absence, and who does not resign, shall be dismissed from service.
- b. A teaching employee returning from leave of absence shall be entitled to a position, at approximately the same grade level and approximately the same subject field, which he/she held at the time of his/her request for leave. Credit for salary increments for the period of absence will be granted in cases of leave of ninety-four (94) school days or less.
- c. A teaching employee returning from a leave of absence, due to illness, shall submit a report of physical examination by a licensed physician in the field of the illness. Said report must attest to the physical ability of the teacher to fulfill his/her duties.

D. BUSINESS LEAVE: Two (2) days of business leave per school year shall be authorized for each teaching employee by the principal subject to availability of a substitute and advance notice of need for this leave. One (1) day of substitute's pay will be deducted from the teaching employee's salary for each day of authorized use of business leave.

E. DISCRETIONARY LEAVE:

1. ~~A teaching employee shall be granted eight (8) discretionary days and two (2) annual sick leave days each year. Discretionary leave may be used for an illness (either employee's own or dependent's medical appointment or illness) or personal business. A teaching employee shall be granted nine (9) discretionary days each year. Discretionary leave may be used for an illness (either employee's own or dependent's medical appointment or illness) or personal business.~~
2. Notification of intention to take leave for personal business should be submitted to the principal, who will forward the request for authorization by the Superintendent or his designee at least five (5) working days, but no less than twenty-four (24) hours before taking such leave, except in the case of an emergency.
3. ~~When a teacher has used all eight (8) days of discretionary leave in one year, no further leaves for personal business will be granted. When a teacher has used all nine (9) days of discretionary leave in one year, no further leaves for personal business will be granted.~~
4. Discretionary leave requested for personal business may be denied if more than six percent (6%) of the teaching staff is absent on personal leave at the time such leave is to be taken.
5. Requests for Discretionary Leave will be made and approved in advance based on the availability of substitutes. Requests for Discretionary Leave to be taken during the first or last two days of any semester, on a PIR day, or in extension of a scheduled day(s) off, shall be submitted to and approved in the sole discretion of the Superintendent and/or Building Administrator.

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6. Discretionary leave granted for personal business shall not be granted for less than one half (1/2) day.
7. Unused discretionary days shall be allowed to accumulate to one hundred sixty (160) days per employee as sick days in their sick leave bank. When the teacher has reached the one hundred sixty (160) days as sick days in their bank, he or she will be credited with nine discretionary days for the year, but at the end of the year the teacher will only carry a balance of one hundred sixty (160) to the next year.
8. ~~Days used for illness shall be first deducted from the two (2) annual sick leave days and then from the eight (8) annual discretionary days. Days used for illness that exceed the annual leave shall be deducted from the accrued sick leave days credited to the teacher. Days used for illness shall be first deducted from the annual discretionary days. Days used for illness that exceed the annual discretionary leave shall be deducted from the accrued sick leave days credited to the teacher.~~
9. ~~The full amount of accumulated leave and current year discretionary/annual sick days will be available for use from the starting date of the contract. The full amount of accumulated leave and current year discretionary days will be available for use from the starting date of the contract.~~
10. Each licensed personnel may contribute one or more nonrefundable sick leave days to a common bank to be administered by the Association. Teachers who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank. The sick bank will have a ceiling of seventy-five (75) total days.

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F. BEREAVEMENT AND FAMILY ILLNESS:

1. Up to five (5) days per occurrence will be granted at full salary to each teaching employee for death in the immediate family. In cases of serious illness in the immediate family, five (5) days per occurrence with full pay will be granted. 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, son and grandchild.
2. Bereavement and Family Illness Leave may be granted to the teaching employee for illness or death of a family member outside of the definition of "immediate family." It is understood and agreed that such leave for death or illness of those outside of the employee's immediate family shall be considered separate of normal Bereavement and Family Illness Leave and shall be granted without pay. The District shall deduct 1/187th of the employee's contractual salary for each day of absence. In addition, such leave may be denied, based on the educational needs of the District. The length of such leave shall not exceed five (5) days per occurrence.

G. FAMILY-PARENTAL LEAVE:

~~Employees shall be entitled to take up to 10 consecutive working days of parental leave following the birth or adoption of a child. These paid leave days shall be counted as discretionary leave days and/or sick leave days. In the event the employee has fewer than 10 discretionary leave or sick leave days, the employee will be allowed to utilize their remaining discretionary/sick leave days and then complete the 10 consecutive days of parental leave with unpaid leave. The employee shall give the District at least 30 days' advance notice of their intent to utilize parental leave. In the event that both parents are employees of the District, the 10 consecutive working days of parental leave may be split by the parents, or one parent may utilize the entire 10 consecutive working days, at their option.~~

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1. ~~Maternity leave shall be granted for a normal disability period as the result of pregnancy, childbirth and recovery. Such leave will be charged against the employee's discretionary leave and earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.~~
2. ~~In the event that the employee's disabling condition extends past the thirty (30) day period, an~~

~~exception to Section 1 shall be made. Such disabling condition must be diagnosed and documented by a licensed medical doctor stating the need for an extended disability time period. Such documentation shall be submitted to the Board of Trustees. The Board reserves the right to require a second medical opinion to verify extension requests. Extended disability days granted under this section may, at the employee's discretion, be charged against the employee's earned accumulated sick leave. Any days during this extension period not covered by accumulated sick leave shall be considered leave of absence without pay.~~

- ~~3. Paternity leave shall be granted to male employees as the result of birth of their child. Such leave may consist of up to 10 working days and will be charged against the employee's discretionary leave and earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.~~

~~4. Definitions:~~

- ~~a. Maternity Leave: Any leave of absence granted to an employee because of employee's disability as a result of pregnancy.~~
- ~~b. Paternity Leave: Any leave of absence granted to a male employee due to the birth of their child.~~
- ~~c. Disability as a Result of Pregnancy: Any condition certifiable by a medical doctor as disabling, whether the condition arises as a result of the normal course of pregnancy, or as a result of abnormal medical conditions which occur in the course of a pregnancy, and may cover the time period beginning with conception through termination of gestation and a reasonable period for recovery thereafter.~~
- ~~d. Reasonable Period for Pregnancy Disability: For purposes of this policy, thirty (30) work days, which may include pre-delivery, delivery and recovery days. Extension of the normal thirty (30) day period shall be approved for medical conditions occurring during the pregnancy or recovery period, as certified by a licensed medical doctor.~~

~~H. ADOPTION LEAVE:~~

~~Teachers who become adoptive parents shall be provided up to ten (10) consecutive days leave, one (1) of which shall be the day of adoption. In cases where both parents are employed by the District, only one (1) of the couple shall be eligible for this leave. Such leave may be charged against the employee's earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.~~

~~I. FAMILY/MEDICAL LEAVE ACT:~~

~~Family/Medical Leave Act leaves will run concurrently with other leaves.~~

ARTICLE VIII

INSURANCE

A. MEDICAL AND DENTAL INSURANCE:

1. The Board will contribute the following amounts per month from September 1, ~~2018-2020~~ to August 31, ~~2019-2021~~ per family toward the comprehensive major medical and dental programs in effect for during those time periods respectively.

Single	\$ 643691	Family	\$ 9901064
Two-Party	\$ 868933	Two Staff - No Dependent	\$ 12851381
Employee with Dependent	\$ 849913	Two Staff - With Dependent	\$ 14071513

The Board will contribute the following amounts per month from September 1, ~~2019-2021~~ to August 31,

~~2020-2022~~ per family toward the comprehensive major medical and dental programs in effect during those time periods respectively.

Single	\$ 708743	Family	\$ 10891144
Two-Party	\$ 9551003	Two Staff - No Dependent	\$ 14441485
Employee with Dependent	\$ 934981	Two Staff - With Dependent	\$ 15481626

2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, ~~2018-2020~~ to August 31, ~~2020-2022~~.
3. In cases where two (2) persons married to each other are employed by the District and are eligible for medical insurance coverage, one (1) employee will be considered a dependent of the other; and will be referred to as Two Staff in the list above.
4. If a teacher elects one of the District provided high deductible health insurance options that are eligible for a Health Savings Account (HSA), any unused District contributions as provided in subsections 1 above, will be deposited into a Health Savings Account associated with their insurance benefit (see Section E below).

B. LIFE AND DISABILITY INSURANCE:

1. The Board shall provide a group insurance policy providing a life insurance benefit of \$20,000 for each teacher and a long-term disability insurance program.
2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, ~~2018-2020~~ to August 31, ~~2020-2022~~.

C. PRORATION OF INSURANCE BENEFITS: For insurance purposes, School District contributions to all agreed upon insurance benefits will be prorated according to the following conditions:

1. The School District will pay full insurance coverage as agreed upon in the preceding paragraphs for full-time teaching employees. A full-time teaching employee is one who holds a teaching contract for ninety percent (90%) or more of the dollar amounts determined by the salary schedule of Article XV of this Agreement. The dollar amount so derived shall be exclusive of extra duty salary allowances.
2. The School District will pay one-half (½) of the insurance coverage as agreed upon in the preceding paragraphs for half-time teaching employees. A half-time teaching employee is one who holds a teaching contract for fifty percent (50%). The School District will pay the prorated amount of insurance coverage for teaching employees who hold a teaching contract for greater than 50% to (90%) of the dollar amount determined by the salary schedule of Article XV of the Agreement. The dollar amount so derived shall be exclusive of extra duty salary allowance.
3. The District is responsible only for payment to the appropriate insurance carrier of the amounts agreed to herein as premium contributions and not for adjustments of any claims.

D. FLEXIBLE BENEFITS PLAN (IRS SECTION 125): The District will establish some 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. The District will assume the start-up costs to administer the program. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.

E. HEALTH INSURANCE SAVINGS ACCOUNT: The District will work to maintain a health insurance option to allow employees to select an HSA eligible plan. The District's plan will be administered by an outside carrier based on mutually agreed upon specifications. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.

ARTICLE IX
WORK LOAD AND CONDITIONS

A. TEACHER WORK LOAD:

1. The School District Trustees will make an effort to adhere to Standards for Accreditation of Montana Schools.
2. The length of the school year for this contract will be 187 days.
3. Where maximum numbers within a particular building, subject area, grade level, or class period must exceed this standard, an effort will be made to distribute excess students among the teachers assigned to this level, area or class. The composition of a class will be taken into consideration by the building administrator in making such assignments.
4. An early release shall be granted to teachers who have completed their work to the satisfaction of their respective building administrator. This early release shall allow a teacher to conclude work at 3:30 p.m. on Fridays.

B. NON-INSTRUCTIONAL ASSISTANCE: It is agreed that the School District No. 1 Trustees will make a concerted effort to provide teacher aides in the elementary school to relieve teachers of overloads and non-instructional duties.

C. SCHOOL CALENDAR: The District, with prior input from the Association, shall submit to said Association a copy of the proposed school calendars at least two (2) calendar weeks before its scheduled adoption by the Board. The Association may confer with the District regarding the school calendar and shall have the right to confer regarding any changes in said calendar including the effect, if any, of such change on bargaining unit members.

D. VOLUNTARY TRANSFERS: In order to provide for diversity of experience and to enhance and broaden professional skills, the voluntary transfer of teachers shall be encouraged. Staff are encouraged to request a voluntary transfer to any teaching position they are interested in regardless of expected openings. Transfers into positions for the ensuing school year will be available in accordance with the following:

1. The Superintendent will provide an opportunity for staff to express their desire for transfer to other positions in writing prior from the beginning of the school year until to March 1 of each year. The written expressed interest to transfer to another position does not mean the staff member is guaranteed a transfer.
 - If a staff member would like their name removed from the voluntary transfer list it would be done so in writing.
 - The March 1st voluntary transfer deadline does not limit the district's ability to advertise positions and hire positions prior to that date.
2. The administration will consider the transfer requests before vacancies for the ensuing year are listed outside the District.
3. However, the District shall normally fill a vacancy that occurs during the school year with individuals other than those who already have assigned duties.
4. For the purpose of transfer and reassignment, the Elementary and High School District will be treated as the same employer and transferred teachers will retain tenure.

E. INVOLUNTARY TRANSFERS: Teaching staff shall be subject to assignment, reassignment, and/or transfer of position and duties by the Superintendent. Teachers shall be assigned at the levels and in the subjects for which their certificates are endorsed. Furthermore, teachers shall be given notice of their teaching assignments relative to grade level, building, and subject area before the beginning of the school year.

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F. REDUCTION IN TEACHING STAFF:

1. Procedure: In the event the School District determines to reduce teaching staff, the provision of the Article shall apply.
 - a. Necessary staff reduction will be achieved through the following steps, in the order listed:
 - b. Normal attrition from retirement and resignation;
 - c. Non-tenured teachers;
 - d. Tenured teachers according to the seniority provision described herein;
 - e. Teachers will not be laid off during the school year in which they are employed.
2. Definitions:
 - a. Teachers: The term teachers, as used in Article IX, Section D., shall refer only to tenured teachers regularly employed at least half-time by the School District.
 - b. Qualified: Qualified means a tenured teacher who holds a valid certificate from the Montana State Department of Public Instruction to teach in a particular subject matter category and grade level and who has taught within the last ten (10) years in such subject matter category and grade level or who is currently teaching in a particular subject matter category or grade level at the time of lay off action.
 - c. Subject Matter: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
 - d. Grade level means the educational configurations K-8 and 7-12. Preschool teachers will be included in the K-8 category.
3. Seniority:
 - a. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the school district including authorized leave of absences allowed by the School District pursuant to this agreement.
 - b. Probationary teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service.
 - c. In determining the list of seniority, a teacher whose employment has been legally terminated and whose employment is subsequently reinstated without interruption, shall be deemed to be in continuous service.
 - d. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by advanced training in the field being taught and the personnel evaluations. The Board shall make the decision, and such decision shall be final.
4. Seniority Categories:
 - a. For the purpose of this Article, seniority shall exist for teachers in the following categories:
 - Elementary teachers with particular endorsements
 - Secondary teachers with particular endorsements
 - b. Seniority shall be recognized district-wide. There shall be no seniority except that as measured by definition herein.

- c. Seniority lists shall be maintained separately for each of the above categories and a teacher shall appear only on the seniority list within the category of his/her present employment. Lists will be provided upon request by the Association or Administration.
5. Order of Layoff
- a. In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a probationary teacher employed in the same category as the tenured teacher, provided the tenured teacher is licensed and qualified for the assignment, as defined in this Article.
 - b. If the determined reduction is not accomplished by Subsection A hereof, then the School District may place tenured teachers on layoff in order of inverse seniority within the areas of seniority category, certification and qualification as defined in this Article.
6. Recall:
- a. Address for Recall: When placed on layoff, a teacher shall maintain a current address with the School District.
 - b. Order for Recall: No new teachers shall be employed by the School District while any tenured teacher, certified and qualified as described herein is on layoff in the category and subject matter described herein. Tenured teachers shall first be recalled in inverse order in which order said teachers were placed on layoff, provided that in any case, the teachers must be licensed and qualified in the appropriate category.
 - c. Re-employment Rights: Re-employment rights shall automatically cease after one (1) calendar year from July 31 of the school year last completed.
 - d. Loss of Recall Rights: Teachers placed on layoff in accordance with this Article shall lose recall rights for any of the following reasons:
 - Teacher voluntarily resigns.
 - Failure to accept re-employment within ten (10) calendar days of receipt of recall notice. If the School District is unable to effect delivery of a registered letter, return receipt requested, the District, after (5) days, shall send notice of recall by certified mail and the ten (10) day period provided herein shall commence running at the time the notice by certified mail is sent.
 - If a teacher fails to report for duty within fifteen (15) days after acceptance of recall or the first day of job assignment, whichever occurs latest.
7. Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine number of employees, the establishment and priority of programs, or the right to reduce staff.
8. Standing Committee:
- a. The Board will appoint a standing committee to make recommendations to the Board in regard to an anticipated reduction in staff. This committee will consist of the superintendent, one (1) elementary administrator, one (1) secondary administrator, one (1) Board member, ex-officio, and one (1) elementary and one (1) secondary teacher, selected by the Association.
 - b. Nothing in subsection 8. a. will restrict the Board's right to act expeditiously to reduce staff members when circumstances warrant.

ARTICLE X

PREPARATION TIME

Preparation time will be maintained at the present levels for elementary, junior high, and high school

classroom teachers.

ARTICLE XI

STAFF EVALUATION

The primary goal of the District and its professional staff is to promote the personal growth of the students they serve. This common goal is supported by a personnel evaluation program that seeks to develop as competent a teaching staff as possible. Staff development is accomplished through evaluation used primarily to support the professional growth and improve the performance of teachers, and secondarily to make valid decisions related to assignments, retention, and termination.

Both the District and the Association have agreed upon the following provisions with respect to the purpose, management and implementation of Teacher Evaluation.

- A. **DEFINITIONS:** Each of the following definitions are used within the teacher evaluation process, but not all are required components of an individual teacher's evaluative process.
1. **Informal Observation:** Any non-scheduled visit or observation by the evaluator to a classroom, instructional or performance activity. This may include a post-observation conference between the evaluator and the teacher. If the evaluator has a concern with any observation, then a post-observation conference shall be scheduled and completed within two weeks.
 2. **Formal Observation Process:** A predetermined procedure of observation consisting of either the District's individual observation process including a post conference with a scheduled observation, or the District's system of walk-through observations by an administrator that has been prescheduled at the request of the evaluator or the teacher. The post-observation conference will occur within fifteen (15) working days of the observation or series of observations.
 3. **Goal Setting Conference:** This conference is held so that the evaluator and teacher can discuss teacher goals and/or objectives, methods and materials to be used during instruction.
 4. **Pre-observation conference:** This conference is held so that the evaluator can be apprised of the teacher's objectives, methods and materials planned for the time to be observed.
 5. **Post-Observation Conferences:** These conferences are to provide feedback, identification of strengths and direction. The post-observation conference addressing areas of concern are to be documented by a written summary signed by the teacher and the evaluator.
 6. **Peer Observation:** The process of peer observation involves teachers that review instruction through classroom observation and examination of instructional methods, materials used and lesson design. The process of peer observation is considered a vital part of teacher improvement.
 7. **Written Evaluation:** A written summary of teacher performance based upon observations and the observation process used. The evaluation shall include all aspects of employee performance including what has been directly observed and/or what has been investigated and substantiated (see Section G below). This written summary shall be discussed with the teacher and signed by the teacher and the evaluator with a copy to the teacher and a copy to the teacher's personnel file. This evaluation discussion may also serve as the post-observation conference for the final observation.
 8. **Evaluator:** For evaluation purposes, each teacher will have a single administrator designated as the evaluator at any one time.
- B. **Notification of Evaluation:** Teachers will be advised during preschool meetings/workshops of the District's evaluation procedures. Except for substitutes, teachers joining staff after the commencement of the school year will be advised of the District's evaluation procedures by the building principal or designated evaluator.

C. Evaluation of Non-tenure Teachers: At least two written evaluations (one each semester) shall be made for all non-tenure teachers each year. Each of these evaluations will include two classroom observations with at least one observation each semester to include the formal observation process, as defined above. The written evaluations must be submitted to the Superintendent prior to June 1 by the administration.

D. Evaluation of Tenure Teachers: Tenured teachers will have a written evaluation and a minimum of one informal observation every year as established by the building principal.

Additionally, every other year a tenured teacher will be scheduled to use the selected formal observation(s) process (as defined in Section A above). The written evaluation must be submitted to the Superintendent prior to June 1 by the administration.

On a year when a tenured teacher may be assigned to use the peer observation process they will be required to observe two different teacher lessons or classrooms (unless required as per section G - Improvement of Professional Personnel) and are to share their observation with each teacher observed. As a part of the peer observation process they are to have a conference to discuss these observations with their building principal. Likewise, the written evaluation must be submitted to the Superintendent prior to June 1 by the administration.

E. Evaluation Content: If the teacher believes the evaluation or a post-observation summary is incomplete or inaccurate, the teacher may submit any objections in writing, which shall be attached to the personnel file copy of the evaluation, provided such written objections are submitted to the Superintendent's Office within twenty working days after receipt of the evaluation by the teacher. It is management's right and responsibility to assess performance and therefore, the content of evaluations performed in accordance with the provisions of this Article are not grievable.

F. All observations of teacher performance shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

G. Improvement of Professional Performance:

1. Should deficiencies be observed in the performance of a teacher, the evaluator shall provide the teacher with specific, reasonable, written recommendations for improvement and with definite, positive assistance including time during the school day, material resources, and/or consultant services to implement the recommendations. The plan for the improvement of professional performance shall begin as soon as practical.

2. When the teacher fails to meet the written recommendations for improvement and non-renewal is imminent, the teacher is entitled to representation.

ARTICLE XII

OTHER EMPLOYMENT

A teacher employee in District No. 1 shall take no other employment that interferes in any way with the job of teaching or assigned extra-curricular duties.

ARTICLE XIII

STUDENT DISCIPLINE

The Trustees are concerned with and committed to improving the student discipline policy and will continue to work cooperatively with the staff, students and parents to accomplish this purpose.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A grievance may be defined as a claim of violation, misinterpretation, or inequitable application of established district policies, statutes, or the terms of this negotiated agreement.
2. An aggrieved person is a person or a group of persons asserting a grievance. The Association may file a grievance only on the terms of the negotiated agreement.
3. A party in interest is a person or group of persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. Grievance arbitration shall be only on the terms of the negotiated agreement and be final and binding upon both parties.

B. PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE:

1. Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the Association and the Board shall mutually reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
3. LEVEL ONE: A teacher with a grievance shall first discuss it with his/her principal or designated supervisor with the objective of resolving the matter informally within ten (10) school days of the occurrence of the alleged grievance. An aggrieved person has the right to be represented by the Association's designated representative at Levels One, Two, and Three. If the grievant desires the Association or other representative to represent him/her in their grievance, the grievant shall so stipulate, in writing, on the grievance submitted at Level Two.
4. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file, by registered letter, the grievance with the District Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The decision reached at Level Two shall be issued in writing to the aggrieved person if not represented by the Association or to the Association and the aggrieved person no later than ten (10) school days following the Level Two meeting.
5. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) school days after a decision by the Superintendent or within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file by registered letter the grievance with the Board of Trustees.
6. Within ten (10) school days after receiving the grievance the Board of Trustees shall call a meeting with the aggrieved person and/or his/her representative for the purpose of resolving the grievance. Such resolution shall be in writing.
7. LEVEL FOUR: Grievance Arbitration
 - a. If the disposition of the grievance is not satisfactory, the grievance may be submitted before an impartial arbitrator. The Association shall give the Superintendent written notice of its intention to submit the issue(s) to arbitration within twenty (20) days of receipt of the Board's decision at Level Three or expiration of the time lines specified in Level Three.

- b. Within ten (10) days after such notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or Board of Personnel Appeals by the Board Chairman and the Association President.
 - c. Within five (5) days of receipt of the list each party shall alternately strike names from the list of arbitrators. The name remaining shall be the arbitrator.
 - d. The arbitrator shall consider the grievance and have all necessary authority to render a full and effective decision that shall be final and binding upon the parties. The arbitrator cannot modify the terms of the agreement.
 - e. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.
- D. **RIGHTS OF TEACHERS:** No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R. & R. committee or any other participant in the grievance procedure by reason of such participation.
- E. **MISCELLANEOUS:**
- 1. Forms for the submission and recording of formal grievances shall be readily available to all teachers through the Association. The decisions and appeals through all levels of the grievance procedure shall be recorded on these forms.
 - 2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - 3. No meetings or hearings at Levels One and Two, under this grievance procedure, shall be conducted in public. Such meetings and hearings at Levels One and Two shall include only the parties in interest and their designated or selected representatives, heretofore referred to in this policy.
 - 4. Failure by the appropriate party to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the appropriate party may appeal it to the next level. This shall not negate the obligation of either party to respond in writing at each level of this procedure. Time limits provided herein may be extended by written mutual agreement by the parties at that step.
 - 5. Should a grievant allege the same violation of contract to any outside authority the grievance should be deemed moot.

ARTICLE XV

PROFESSIONAL GROWTH AND CONDITIONS OF EMPLOYMENT

- A. The salary schedule will not reduce the salary for any teacher in the system below the salary being paid to the teacher at the time of the adoption of this schedule.
 - B. The salary increments in the schedule represent increases that the teacher who demonstrates professional growth and development commensurate with his/her years of experience and training may expect.
 - C. On or before September 1 of each year, the teacher shall provide written notice of credits earned to the Clerk of the School District. An official transcript must be received in the Clerk's office within sixty (60) calendar days after the teacher begins to perform his/her services.
- D. **ADDITIONAL EDUCATION**
- 1. **POST-BACHELOR TRAINING:** Additional training, up to the BA+30 level, will be recognized only if obtained in the candidates teaching field or Board approved field, if granted by an accredited college or university and submitted to the Superintendent. Teachers are strongly suggested to obtain written pre-approval from the Superintendent prior to taking specific additional course work or training for

advancement purposes. A teacher who takes additional training or course work without obtaining pre-approval takes said course work at his or her own risk without guarantee of salary advancement. A teacher will be granted a hearing by the Board if another field is desired. This section applies only to credits earned after June 1, 1995.

2. MASTER'S DEGREE: Training toward master's degree status will be recognized on the salary schedule only if obtained in the candidate's teaching field or Board-approved field and must be part of a university or college-approved planned master's degree program and submitted to the Superintendent by September 1. A teacher will be granted a hearing by the Board if another field is desired.
 3. POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree will be recognized only if obtained in the candidate's teaching field or Board-approved field and if granted by an accredited college or university. A teacher will be granted a hearing by the Board if another field is desired.
- E. All licensed personnel must earn sixty (60) renewal units every five (5) year renewal period. Class 2 and 4 certificate holders must earn at least forty (40) renewal units through college credit. Class one (1) and three (3) certificate holders may earn sixty (60) renewal units with or without college credit.
- Renewal units may be earned as follows:
- One renewal unit may be earned through one (1) hour of attendance at an approved professional development opportunity.
 - Two (2) renewal units may be earned through a one (1) hour presentation at an approved professional development opportunity.
 - Ten (10) renewal units may be earned with one (1) quarter college credit; fifteen (15) renewal units with one (1) semester college credit.
 - Renewal units must be earned and reported to the Office of Public Instruction and District Administration in five (5) unit amounts.
- F. Arrangements are to be made with the Superintendent and approved by the Board for credit to be given for travel and certain in-service programs. Allowance of credit is to be based upon classroom utilization and benefit to the children of School District #1.
- G. Previous Experience: Teachers will be given credit on the salary schedule for up to nine (9) years teaching experience (step 9 in the schedule below) in any school district accredited by a recognized accrediting agency.
- H. Should the teacher fail to meet the requirement as set forth in this Article, the salary increment for the ensuing year shall be withheld and no further increment shall be given until the requirement has been met.
- I. Should the salary increment be withheld for failure to meet the requirements, when the requirements are met, further progress on the salary schedule shall begin where increments were withheld and continue at the rate of one (1) step per year.
- J. As stated in an individual teacher's contract the district reserves the right to impose liquidated damages for the teacher being released.

NOTE: Maximum salary shall be interpreted to mean the last salary step in each preparation column as adopted for School District No. 1.

LEWISTOWN PUBLIC SCHOOL
SALARY INDEX - 4.1 ATTAINMENT LEVEL
JULY 1, 2020 - JUNE 30, 2021 - WITH GAINED RAISE

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
*0	29893	30924	31979	32497	33011	34066	35097	36126
1	31107	32258	33405	33982	34556	35704	36855	37976
2	32320	33591	34831	35468	36102	37342	38613	39826
3	33534	34924	36257	36954	37647	38980	40370	41677
**4	34748	36257	37683	38439	39193	40619	42128	43527
5	35961	37590	39109	39925	40738	42257	43886	45378
6	37175	38924	40535	41411	42284	43895	45644	47228
7	38389	40257	41961	42896	43829	45533	47401	49078
8	39602	41590	43387	44382	45375	47171	49159	50929
***9	40816	42923	44813	45868	46920	48809	50917	52779
10	42030	44257	46238	47353	48465	50447	52674	54629
11	43243	45590	47664	48839	50011	52086	54432	56480
12	44457	46923	49090	50325	51556	53724	56190	58330
13	44457	48256	50516	51810	53102	55362	57948	60181
14	44457	48256	51942	53296	54647	57000	59705	62031
15	44457	48256	51942	54782	56193	58638	61463	63881

LEWISTOWN PUBLIC SCHOOL
SALARY INDEX - 4.1 ATTAINMENT LEVEL
JULY 1, 2021 - JUNE 30, 2022 - WITH GAINED RAISE

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
*0	30341	31388	32459	32984	33506	34577	35624	36668
1	31573	32741	33906	34492	35075	36240	37408	38546
2	32805	34095	35354	36000	36643	37902	39192	40424
3	34037	35448	36801	37508	38212	39565	40976	42302
**4	35269	36801	38248	39016	39781	41228	42760	44180
5	36501	38154	39696	40524	41349	42891	44544	46058
6	37733	39507	41143	42032	42918	44553	46328	47936
7	38964	40861	42590	43540	44487	46216	48112	49814
8	40196	42214	44037	45048	46055	47879	49896	51693
***9	41428	43567	45485	46556	47624	49541	51680	53571
10	42660	44920	46932	48064	49192	51204	53465	55449
11	43892	46274	48379	49572	50761	52867	55249	57327
12	45124	47627	49827	51080	52330	54530	57033	59205
13	45124	48980	51274	52588	53898	56192	58817	61083
14	45124	48980	52721	54096	55467	57855	60601	62961
15	45124	48980	52721	55604	57036	59518	62385	64839

LEWISTOWN PUBLIC SCHOOL
SALARY INDEX – 4.1 ATTAINMENT LEVEL
JULY 1, 2018 – JUNE 30, 2019 – WITH GAINED RAISE

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
*0	29017	30018	31042	31544	32043	33068	34069	35067
1	30195	31312	32426	32987	33544	34658	35775	36863
2	31373	32606	33811	34429	35044	36248	37481	38659
3	32551	33901	35195	35871	36544	37838	39187	40456
**4	33729	35195	36579	37313	38044	39428	40894	42252
5	34907	36489	37963	38755	39544	41018	42600	44048
6	36086	37783	39347	40197	41045	42609	44306	45844
7	37264	39077	40731	41639	42545	44199	46012	47640
8	38442	40371	42115	43082	44045	45789	47718	49436
***9	39620	41666	43499	44524	45545	47379	49425	51232
10	40798	42960	44883	45966	47045	48969	51131	53029
11	41976	44254	46268	47408	48545	50559	52837	54825
12	43154	45548	47652	48850	50046	52149	54543	56621
13	43154	46842	49036	50292	51546	53739	56249	58417
14	43154	46842	50420	51734	53046	55330	57956	60213
15	43154	46842	50420	53177	54546	56920	59662	62009

LEWISTOWN PUBLIC SCHOOL
SALARY INDEX – 4.1 ATTAINMENT LEVEL
JULY 1, 2019 – JUNE 30, 2020 – WITH GAINED RAISE

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
*0	29597	30618	31663	32175	32684	33729	34750	35768
1	30799	31938	33075	33646	34214	35351	36490	37600
2	32000	33258	34486	35117	35744	36973	38230	39432
3	33202	34578	35898	36588	37274	38594	39971	41264
**4	34404	35898	37310	38059	38805	40216	41711	43096
5	35605	37218	38722	39530	40335	41838	43451	44928
6	36807	38538	40134	41001	41865	43460	45192	46760
7	38008	39858	41545	42472	43395	45082	46932	48592
8	39210	41178	42957	43943	44925	46704	48672	50424
***9	40412	42498	44369	45414	46455	48326	50413	52256
10	41613	43818	45781	46885	47986	49948	52153	54089
11	42815	45138	47192	48356	49516	51570	53893	55921
12	44017	46458	48604	49827	51046	53192	55633	57753
13	44017	47778	50016	51298	52576	54814	57374	59585
14	44017	47778	51428	52768	54106	56436	59114	61417
15	44017	47778	51428	54239	55636	58057	60854	63249

- * 187 day Contract base
- ** Entry Level for beginning Teacher and will remain 4 years.
- *** Maximum step at which a newly elected teacher may enter the Lewistown system.

1. Base salary for ~~20182020-201921~~ is \$ ~~29,047~~29,893; Level 4.1. Base salary for ~~20192021-20202022~~ is \$ ~~29,597~~30,341; Level 4.1.
 2. The salary schedules shall include preparation column of M.A+ 30. Only approved credits earned after September 1, 1989, shall apply to the M.A +30column.
 3. The salary schedule shall not reduce existing salaries at any level.
 4. For teachers employed for 12 months, the salary schedules are to be increased by the factor of 1 1/9th in all items.
 5. For the purpose of these schedules, a semester shall consist of ten (10) semester hours of training in the teacher's teaching field or Board-approved field. 1 semester hour is equivalent to 1.5 quarter hours.
 6. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
 7. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in the M.A.+30 column, shall receive one percent (1%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, two percent (2%) during the twentieth (20th) through the twenty-fourth (24th) year, three percent (3%) during the twenty-fifth (25th) through the twenty-ninth (29th) year and four percent (4%) during the thirtieth and succeeding years of service in the District. Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
 8. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in the B.A.+30 column, shall receive one half percent (.5%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, one percent (1%) during the twentieth (20th) through the twenty-fourth (24th) year, one and a half percent (1.5%) during the twenty-fifth (25th) through the twenty-ninth (29th) year and two percent (2%) during the thirtieth and succeeding years of service in the District. . Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
 9. Any teaching employee may make a written request for a \$500 salary advance to be drawn against his/her September paychecks (\$250 will be withheld from each of the September 15th and September 30th pay periods). This written request must be made to the Payroll Office within the first three (3) working days.
- K. MOVING ALLOWANCE - A teacher who is involuntarily moved from one classroom into another will receive up to a \$200 payment, upon written request to the District. Involuntary moves are the result of decisions that have been made by the school district.
- L. CURRICULUM & ASSESSMENT - Certified employees assigned to work on curriculum development and/or assessment teams for the District shall be paid ~~\$17~~22.50 per hour for hours worked outside of the regular school workday, a minimum of 2 hour increments, up to a maximum of 12 hours per committee, per member.
- M. SUMMER SCHOOL - In the event that the District provides summer school, it will pay certified teachers ~~\$22~~27.50 per hour to provide work outside of their regular contract.

N. EXTRA DUTY SALARY ALLOWANCE - The following schedule shall be used to determine above salary allowances for performing extra duties. Each index is multiplied by B.A. Step 4 (Beginning Salary) of the teachers' salary schedule to obtain dollar amounts. Individual coaches or advisors may be allowed to split a salary or index with annual approval of the individuals involved, the head coach, athletic director, building level administrator and Board.

1. A Zero Period class will be defined as a class consisting of no less than 45 minutes as a class students are taking for credit and/or a grade. The zero period class will be taught outside the normal six period day. This zero period class must meet the required instructional minutes to align with accreditation standards.
2. The listed stipend will be adjusted based on the number of days the class meets. For example if the class only meet two days a week, the staff member would receive 2/5 the stipend, meeting three days a week would equal a 3/5 stipend, meeting four days a week would equal a 4/5 stipend and if the class is every day during the week the staff member would receive the full stipend.

O. Teachers completing the National Board Certification will be eligible for a \$1,000 stipend upon completion of the program. Upon receipt of National Board Certification, the staff member must provide a copy of the Certification to the district office in order to be eligible for the stipend the first year. The stipend will then be honored yearly on the date of certification. If no new certification is provided, the stipend will be terminated upon expiration of the National Board Certification date on file. The staff member is responsible for renewing and ensuring a current certificate is on file with the district.

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ATHLETIC ACTIVITY POSITIONS

High School

BASKETBALL		TENNIS	
Head Coach	0.150	Head Coach	0.145
First Assistant	0.110	First Assistant	0.105
Assistant(s)	0.090	Assistant(s)	0.085
CHEERLEADING		TRACK & FIELD	
Head Coach	0.125	Head Coach	0.145
Assistant	0.074	First Assistant	0.105
CROSS COUNTRY		Assistant(s)	0.085
Head Coach	0.125	VOLLEYBALL	
First Assistant	0.085	Head Coach	0.145
GOLF		First Assistant	0.105
Head Coach	0.090	Assistant(s)	0.085
First Assistant	0.055	WRESTLING	
FOOTBALL		Head Coach	0.145
Head Coach	0.145	First Assistant	0.105
First Assistant	0.105	Assistant(s)	0.085
Assistant(s)	0.085	OTHER POSITIONS	
SOFTBALL		Athletic Director	0.195
Head Coach	0.125	Football Grounds	\$700
First Assistant	0.085		

NON-ATHLETIC ACTIVITY POSITIONS

High School

MUSIC		Concessions Coordinator (ordering)		\$500
Instrumental Activities	0.110	Concessions Advisor Rate per		
Jazz Band	0.040	Assigned Contest	\$17.50/hour	
Music Coordinator (K-12)	0.065	F-Club Advisor	0.015	
Vocal Activities	0.070	FFA Advisor	0.110	
Select Choir	0.040	FCCLA Advisor	0.035	
SCHOOL PLAYS		Key Club Advisor	0.047	
Drama Producer (per play)	0.020	Magazine Sales Coordinator Junior Class		
Assistant Producer (per play)	0.020	Fundraiser	0.020	
Assistant Musical (per play)	0.020	National Honor Society Advisor	0.035	
SPEECH & DRAMA		Renaissance Coordinator	0.047	
Head Coach	0.110	Science Bowl Sponsor	0.035	
Assistant	0.075	Science Olympiad Sponsor	0.020	
OTHER NON-ATHLETIC POSITIONS		Ski Club Advisor	0.015	
Annual Advisor	0.050	Skills USA Advisor	0.035	
B.P.A. Advisor	0.035	Student Government Advisor	0.047	
Central Montana Mentor Advisor	0.035	Student Government Asst. Advisor	0.023	

ATHLETIC ACTIVITY POSITIONS

Junior High

BASKETBALL		Assistant(s)	0.055
Head Coach	0.070	CHEERLEADING	
First Assistant	0.062	Head Coach	0.030

CROSS COUNTRY		VOLLEYBALL	
Head Coach	0.065	Head Coach	0.065
FOOTBALL		First Assistant	0.057
Head Coach	0.065	Assistant(s)	0.050
First Assistant	0.057	WRESTLING	
Assistant(s)	0.050	Head Coach	0.065
TRACK & FIELD		First Assistant	0.050
Head Coach	0.065	OTHER ATHLETIC ACTIVITY POSITIONS	
First Assistant	0.057	Athletic Coordinator	0.105
Assistant(s)	0.050		

NON-ATHLETIC ACTIVITY POSITIONS
Junior High

MUSIC		OTHER NON-ATHLETIC POSITIONS	
Instrumental Activities	0.034	Builders Club	0.015
Jazz Band	0.040	Math Counts Advisor	0.015
Vocal Activities	0.034	Photo Club	0.015
Select Choir	0.040	Ski Club Advisor	0.015
		Student Government Advisor	0.025

ELEMENTARY ACTIVITY POSITIONS

Athletic Coordinator	0.065	Elementary Music	0.070
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PUPIL PARTICIPATION COMPETITIVE SPORTS:

If any program or activity is changed, altered, added, or modified, so may the index change upon mutual agreement of the Superintendent and Chairperson of the Association Negotiating Team and approval by the Board.

ARTICLE XVI

EXTENDED CONTRACTS

The LEA will be notified when any licensed contracts will be extended prior to the contract being presented to the Board.

ARTICLE XVII

SEVERANCE PAY

After eight (8) consecutive years in the District, teaching employees who terminate employment shall be paid a lump sum payment equal to thirty percent (30%) day's salary for each day of accumulated sick leave. Accumulation of sick leave for this purpose shall be considered from the date July 1, 1973. Payment shall be made by September 1 of the ensuing school year. Payment shall be based on the salary at time of termination of employment. In the event of death after eight (8) years service, but before the time of retirement, this severance allowance shall be paid to the estate of the teaching employee.

ARTICLE XVIII

RETIREMENT

Teachers eligible for retirement from the Teachers Retirement System are encouraged to make their wishes known to the school district prior to March first (1st). Teachers must submit the Irrevocable Form to Teachers Retirement at least ninety (90) calendar days before the last day of instruction in order to have termination pay contributions to be pretax.

ARTICLE XIX

EFFECT OF AGREEMENT

- A. This instrument contains all provisions of agreement between the Board and the Association on negotiated matters for agreement under School Laws of Montana.
- B. Unless changed by this agreement, previously negotiated items shall remain in effect for the duration of this agreement. All provisions of this agreement shall become effective on July 1, ~~2018-2020~~ following ratification by a majority of the members of the appropriate unit and approval by the Board and shall continue in effect until June 30, ~~2020~~2022.
- C. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- D. During its term, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- E. All existing District policies involving terms and conditions of employment in effect in the District at the time this agreement become effective shall remain in effect during the duration of this agreement.
- F. If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of the agreement shall be prepared at the expense of the Board within thirty (30) days after both parties have ratified the agreement. At least twenty-two (22) copies will be delivered to the Association president.

- G. It is further understood that all School District cost items of this agreement are subject to the passage of state and/or general fund special mill levies in the Elementary School District #1 and in the High School District #1.

ADDENDUM

ARTICLE VI

COLLECTIVE GAINING

- A. If the Association and the Board have mutually agreed by May of the contract year to enter into a collective gaining process with the express purpose of completing a proposed contract for a contract period following the 2019-2020 school year, this Article will replace the present Article VI, Reopening of Negotiations, Section A., B., C., and D. in their entirety for the next contract year.
- B. The collective gaining process guidelines have been established, including a contract proposal deadline of February 1.
- C. The collective gaining committee may request an extension of time to complete work on a contract proposal. The Board and the Association Executive Committee may grant any extension, especially in a legislative year.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by and LEA and Board of Trustees.
- E. If a proposed contract is not prepared within the time line or if the collective gaining committee has mutually agreed to dissolve the process, the Association shall notify the School District of their desire to return to the collective bargaining process. The Association and the Board agree to initiate negotiations within fifteen (15) days of such notification.

ATTEST:

DATED THIS _____ DAY OF _____, 20____

BY _____
District Clerk
School District No. 1

BY: _____
Board Chair
School District No. 1

BY _____
Gaining Chair
Lewistown Education Association

BY: _____
President
Lewistown Education Association

WISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

20

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

ITEM TITLE: APPROVE – SECOND READING---NEW BOARD POLICY 1005FE—PROFICIENCY-BASED ANB

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

SUMMARY:

The Board of Trustees needs to approve the second reading of the new said policy 1005FE. Flexibility and efficiency allowing proficiency-based ANB.

SUGGESTED ACTION: Approve Second Reading New Board Policy 1005FE

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

NOTES:

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

FLEXIBILITY AND EFFICIENCY

Proficiency –Based ANB

It is the policy of Lewistown School District #1 to increase the flexibility and efficiency of the District's resources by utilizing the provisions of Law allowing proficiency-based ANB.

The school district as a definition of proficiency within the meaning of that term as used in 20-9-311(4)(d). The definition must not require seat time as a condition or other element of determining proficiency. The definition must be incorporated in the district's policies and must be used for purposes of determining content and course mastery and other progress, promotion from grade to grade, grades and graduation for pupils enrolled in the district's transformational learning program.

Definition of Proficiency

For purposes of this policy, the term "proficiency" means a degree of mastery of the underlying content for a course that is reflective of a final grade, is the professional opinion of the teacher of record, of not less than a "B". The determination of proficiency by a teacher must not require seat time as a condition or other element of determining proficiency.

The determination of proficiency for a pupil enrolled in a course shall be made no earlier than the deadline for submitting the final grade for the course. The determination of proficiency for a pupil not enrolled in a course shall be based on the pupil's mastery of the underlying context of the course, demonstrated through completion of a final exam designed by the teacher or record for the applicable course with a minimum grade of "B".

Teachers of record have full professional discretion in determining proficiency of a pupil in courses taught. Teachers of record are encouraged to integrate trial and error into the learning process and to incorporate continued opportunity for practice and revision of assignments until a pupil reaches a performance level that demonstrates to the teacher's satisfaction the mastery of learning expectations has been attained.

The District may include in its calculation of ANB a pupil who is enrolled in a program providing fewer than the required aggregate hours of pupil instruction required under Montana Law if the pupil has demonstrated proficiency in the context ordinarily covered by the instruction as determined by the school board using district assessments. The ANB of a pupil who demonstrates proficiency in any content subject matter will be converted to an hourly equivalent based on the hours of instruction ordinarily provided for the content over which the student has demonstrated proficiency.

At the direction of the District, a student may be given credit for a course satisfactorily completed in a period of time shorter or longer than normally required and, provided that the course meets the District's curriculum and assessment requirements, which are aligned with the

content standards stated in the education program. Examples of acceptable course work include, but are not necessarily limited to, those delivered through correspondence, extension, and distance learning courses, adult education, summer school, work study, specially designed courses, and challenges to current courses.

Legal Reference:	20-1-301, MCA	School fiscal year
	20-9-311(4)(a)(b)(d), MCA	Calculations of Average Number Belonging (ANB) – 3 year averaging
	20-3-324, MCA	Powers and duties
	10.55.906 ARM	High School Credit
	Chapter 402 (2019)	Transformational Learning Incentives

Policy History:

Adopted on:

Reviewed on:

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

21

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

ITEM TITLE: APPROVE -SECOND READING---NEW BOARD POLICY 1015FE PERSONALIZED LEARNING OPPORTUNITIES

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

SUMMARY:

The Board of Trustees needs to approve the second reading of the new said policy 1015FE. Flexibility and efficiency for personalized learning opportunities.

SUGGESTED ACTION: Approve Second Reading New Board Policy 1015FE

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

FLEXIBILITY AND EFFICIENCY**Personalized Learning Opportunities**

It is the policy of the District to create an environment and culture that supports and meets the individual needs, skills, and interests of each student, provides advanced opportunities for students and supports transformational learning. As a result of the collective efforts of Trustees, Administrators, and Educators, the District ensures equality of educational opportunity for each student and have fully developed the potential of each student in District schools. In addition, to other initiatives/strategies, the District is committed to the following:

1. Expanding the personalized learning opportunities for each student to accelerate in their career and college readiness, reduce the out-of-pocket costs for families and empower students to actively engage in forming successful post-secondary pathways by:
 - a. Developing an advanced opportunity plan for students in grades 6-12 that
 - i. Fosters individualized pathways for career and postsecondary educational opportunities and that honors individual interests, passions, strengths, needs, and culture and is supported through relationships among teachers, family, peers, the business community, postsecondary education officials, and other community stakeholders; and
 - ii. Embeds community-based, experiential, online, and work-based learning opportunities and foster learning environment that incorporates both face-to-face and virtual connections.
2. Supporting and embracing a culture of transformational learning by:
 - a. Developing a transformational learning plan for each participating student that:
 - i. Honors individual interests, passions, strengths, needs, and culture, and that is rooted in relationships with teachers, family, peers, and community members;
 - ii. Embeds community-based, experiential, online and work-based learning opportunities and foster a learning environment that incorporates both face-to-face and virtual connections; and
 - iii. Provide effective professional development to assist employees in transitioning to a transformational learning model.

Policy History:

Adopted on:

Reviewed on:

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

22

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

ITEM TITLE: APPROVE CERTIFIED CONTRACT LANGUAGE

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

SUMMARY:

The Board of Trustees needs to approve changes to the Certified Contract Language recommended by MTSBA. It has been many years since the contract was reviewed and several language changes were required (union dues, background check requirement, 14 days notice for penalty, etc). In addition, it is proposed to move the first date of penalty to May 1st, rather than upon signing the contract. The previous contract is included as an attachment for comparison.

Individuals with additional extra-duty, nonteaching summer days will have the following paragraph added to their contract:

"In addition to the above-described teaching services, the Teacher agrees to perform nonteaching duties during the Summer. Specifically, the teacher will perform the duties of _____ for up to ____ days during the Summer months. These days will not be included in the 187 teaching days referenced above. The Teacher will be paid their daily rate of pay (annual salary divided by 187) for each day of work performed during the Summer, provided that the Teacher shall provide appropriate documentation of each day worked. The teacher may not work more than ____ days under this paragraph without prior permission from District administration. The amount paid under this paragraph will be considered a stipend for nonteaching duties and therefore shall not be included in "same salary" calculations as contemplated under Sec. 20-4-203, MCA."

SUGGESTED ACTION: Approve Certified Contract Language

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

NOTES:

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

INDIVIDUAL TEACHER EMPLOYMENT CONTRACT

SCHOOL DISTRICT NO. 1 AND HIGH SCHOOL DISTRICT NO. 1

This individual Teacher contract is made and entered into pursuant to §§ 20-4-201 and 20-4-301 MCA, this _____ day of _____, 2020, between _____ (hereinafter “Teacher”), and the Board of Trustees of School District No. 1 or High School District No. 1, Fergus County, Montana, Montana, (hereinafter “the Board”).

The Teacher, who holds a legal Montana Teacher's Certificate, hereby agrees to comply with and carry out all policies, rules and regulations prescribed by the Superintendent and Board of Trustees and the laws of the State of Montana.

The Board hereby agrees to employ the Teacher to perform services as assigned for the school year 2020-2021 and provide the Teacher salary, benefits and other terms and conditions of employment consistent with policies adopted by the Board of Trustees and any applicable Collective Bargaining Agreement in effect between the Board and an appropriate certified/recognized exclusive representative. The annual period of service during the 2020-2021 school year shall include a minimum period of 179 days of actual teaching exclusive of vacations and other intermissions, and 8 pupil-instruction-related days.

As consideration to the Teacher for services to be done and performed in accordance to the rules and regulations of the Board of Trustees and their executive officer, the Superintendent of the said school district, and in strict compliance with the laws of the State of Montana, pertaining to said school, the Trustees covenant and agree to pay to the Teacher the sum of «Dollar Sign»«Total Wages». The salary is to be paid in school warrants in installments of the Teacher’s choice of either twenty (20) or twenty-four (24) equal payments payable on the 15th and 30th day of each school months. Payments remaining following the school year months will be paid in one lump sum following Teacher’s final check-out.

If the Teacher’s employment is terminated during the term of this contract he/she will not be compensated for time not worked. It is further agreed and understood said Teacher shall be entitled to such portion of the sick leave salary, if there be any, as outlined in the Collective Bargaining Agreement.

If, for unforeseen reasons, the school shall be closed by order of the Board of Trustees, this contract shall continue in force until the completion of not less than 179 teaching days, provided that the completion of such contract does not extend the school term in any school year beyond the thirtieth (30th) day of June.

The teacher, if not facing discipline or discharge, may be released from this contract provided he/she makes payment for liquidated damages to the School District. The date the School District receives the teacher's letter requesting release is the date controlling the amount the teacher must pay. The teacher’s release from this contract subsequent to a request received May 1 through June 19 is contingent upon payment of one percent (1%) of the salary the Teacher would earn pursuant to this contract as liquidated damages. The teacher’s release from this contract subsequent to a request received from June 20 through July 20 is contingent upon payment of ten percent (10%) of the salary the teacher would earn pursuant to this contract as liquidated damages. The teacher’s release from this contract subsequent to a request received after July 20 is contingent upon payment of twenty percent (20%) of the salary the teacher would earn pursuant to this contract as liquidated damages.

The parties agree the School District incurs additional costs when a Teacher breaches contract. Liquidated damages are to assist in covering these costs.

Jurisdiction and enforcement of this provision of the individual contract is through the Tenth Judicial District Court, Fergus County, Lewistown, Montana, with the Teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District, and other actions the Court deems appropriate. The Court also has jurisdiction to award interest on any amount due and other actions the Court deems appropriate.

It is further agreed and understood that if the above conditions have been met, the Board shall accept the resignation of the Teacher under contract and shall not attempt to have the Teacher’s certificate revoked or suspended.

It is further agreed and understood that the parties to this contract shall in no way be bound by any verbal promises or agreements and that this contract shall constitute the only agreement between the parties provided, however, that this contract shall be subject to the terms and conditions of the current School Policy and the current Professional Agreement negotiated and entered into by the Lewistown Education Association.

This contract is governed by the laws of the State of Montana.

The Teacher shall notify the Board of Trustees in writing by returning this Contract with his/her signature affixed within twenty (20) calendar days from the receipt of the contract, of his/her acceptance of this contract and failure to so notify the Board of Trustees shall be regarded as conclusive evidence of his/her non-acceptance of this contract and employment/continued employment with School District No. 1 of Fergus County.

DATED this _____ day of _____, 20____.

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 1 of FERGUS COUNTY

By _____
Board Chair

By _____
Teacher

By _____
District Clerk

TEACHER’S CONTRACT

SCHOOL DISTRICT NO. 1 AND HIGH SCHOOL DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 11th day of April, 2017, by and between the Trustees of School District Number One or High School District Number One, Fergus County, Montana, and their successors in office, and «First Name» «Last Name», a regularly and duly licensed Teacher under the laws of the State of Montana.

WITNESSETH: That the Trustees hereby contract and covenant with the Teacher to teach in the schools of School District Number One or High School District Number One, Fergus County, Montana, for the school year beginning July 1, 2017, and ending June 30, 2018. Actual days of teaching, conferences, and teachers' meetings shall not exceed 187 days. This offer of employment is conditioned and contingent upon the results of a criminal background check that is acceptable to the Board of Trustees, in its sole discretion.

As consideration to the Teacher for services to be done and performed in accordance to the rules and regulations of the Board of Trustees and their executive officer, the Superintendent of the said school district, and in strict compliance with the laws of the State of Montana, pertaining to said school, the Trustees covenant and agree to pay to the Teacher the sum of «Dollar Sign»«Total Wages» said period of time and said sum shall be made payable in accordance with one of the payment options offered by the district, and payable on the designated day of the month following the month party begins service.

It is further agreed and understood that if the Teacher is by action of the Board discharged from service prior to expiration of this contract, said Teacher shall be entitled to salary in full to date of discharge and such portion of the vacation salary, if there be any, as the time taught in days is a part of the whole term in days, less any deduction required by law or by this contract.

Payment of the L.E.A. representation fee by non-Association members is a condition of employment. In signing this contract the Teacher authorizes the school district to deduct the representation fee from his/her monthly salary should the teacher not join the Association or pay the representative fee within thirty days after employment or within thirty days after the opening of school. The amount of money deducted as the representation fee shall be equivalent to the annual unified dues of Association members, subject to reductions as adopted by the Montana Education Association.

It is further agreed by the parties to this contract that the Trustees shall give to the Teacher at least thirty days notice before discharge of such intent, and said Teacher shall give to the Trustees at least thirty days notice of resignation, except in the following situations:

- The teacher, with at least fourteen days notice, if not facing discipline or discharge, may be released from this contract provided he/she makes payment for liquidated damages to the School District. The date the School District receives the teacher's letter requesting release is the date controlling the amount the teacher must pay. The teacher's release from this contract subsequent to a request received after execution of this contract through June 19 is contingent upon payment of one percent (1%) of the salary the Teacher would earn pursuant to this contract as liquidated damages. The teacher's release from this contract subsequent to a request received from June 20 through July 20 is contingent upon payment of ten percent (10%) of the salary the teacher would earn pursuant to this contract as liquidated damages. The teacher's release from this contract subsequent to a request received after July 20 is contingent upon payment of twenty percent (20%) of the salary the teacher would earn pursuant to this contract as liquidated damages.
- The parties agree the School District incurs additional costs when a Teacher breaches contract. Liquidated damages are to assist in covering these costs.
- Jurisdiction and enforcement of this provision of the individual contract is through the Tenth Judicial District Court, Fergus County, Lewistown, Montana, with the Teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District, and other actions the Court deems appropriate. The Court also has jurisdiction to award interest on any amount due and other actions the Court deems appropriate.

It is further agreed and understood that if the above conditions have been met, the Board shall accept the resignation of the Teacher under contract and shall not attempt to have the Teacher's certificate revoked or suspended.

It is further agreed and understood that the parties to this contract shall in no way be bound by any verbal promises or agreements and that this contract shall constitute the only agreement between the parties provided, however, that this contract shall be subject to the terms and conditions of the current School Policy and the current Professional Agreement negotiated and entered into by the Lewistown Education Association.

It is further agreed and understood that this contract must be accepted and signed within twenty (20) days from the agreement date to become valid.

IN WITNESS WHEREOF, the Board has approved this agreement by a majority vote and has caused it to be executed by the District Clerk and Chairman of the Board of Trustees of said School District Number One or High School District Number One, Fergus County, Montana, and the Teacher has hereunto set his/her hand on this, the _____ day of _____, 20____.

Teacher

Board Chair

District Clerk
For Board of Trustees of School District No. One or
High School District No. One, Fergus County, Montana

FTE «FTE»

«Col_Head» «Row_Head» «Dollar_Sign»«Amount» «Longevity»

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

23

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

ITEM TITLE: APPROVE ISSUING CONTRACTS FOR CERTIFIED STAFF

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

SUMMARY:

The Board of Trustees needs to approve issuing contracts for the Certified Staff for the 2020-2021 School Year as listed on the attachment.

SUGGESTED ACTION: Appoint Issuing Contracts for the Certified Staff

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

2020-2021 CERTIFIED STAFF						
EMPLOYEE NAME	LOCATION	STEP	LANE	FTE	CONTRACTED DAYS	TENURE
ARMSTRONG, CHAD	JUNIOR HIGH SCHOOL	YEAR 15	MA	1.000	187	Yes
BATEMAN, AMANDA	GARFIELD SCHOOL	YEAR 15	MA	1.000	187	Yes
BOLING, AUDREY	GARFIELD SCHOOL	YEAR 14	BA+10	1.000	187	Yes
BRANDON, LUKE	FERGUS HIGH SCHOOL	YEAR 15	BA+30	1.000	187	Yes
BRAULICK, DOUGLAS	FERGUS HIGH SCHOOL	YEAR 15	BA+10	1.000	187	Yes
BREIDENBACH, BRADLEY	LEWIS & CLARK SCHOOL	YEAR 15	BA+30	1.000	187	Yes
BREIDENBACH, SHERRY	FERGUS HIGH SCHOOL	YEAR 15	BA+30	1.000	187	Yes
BROWN-CHAUVET, LORI	GARFIELD SCHOOL	YEAR 10	MA	1.000	187	No
BUEHLER, DYLAN	LEWIS & CLARK SCHOOL	YEAR 5	MA	1.000	187	Yes
BURK, EMILY	GARFIELD SCHOOL	YEAR 4	BA	1.000	187	Yes
CIRRINCIONE, MEGGAN	FERGUS HIGH SCHOOL	YEAR 8	MA+30	1.000	187	Yes
CLOUD, SARAH	HIGHLAND PARK SCHOOL	YEAR 15	MA+20	1.000	187	Yes
COMES, JULIE	HIGHLAND PARK SCHOOL	YEAR 15	MA+30	1.000	187	Yes
CRAWFORD, GINA	HIGHLAND PARK SCHOOL	YEAR 15	BA+20	1.000	187	Yes
DANIELS, JAMES	FERGUS HIGH SCHOOL	YEAR 15	BA	0.519	187	Yes
DECOCK, ADRIENNA	FERGUS HIGH SCHOOL	YEAR 6	MA	1.000	187	Yes
DECOCK, BRENDON	FERGUS HIGH SCHOOL	YEAR 10	MA	1.000	187	Yes
DONALDSON, MATTHEW	JUNIOR HIGH SCHOOL	YEAR 8	MA+30	1.000	187	Yes
DURBIN, KAREN	FERGUS HIGH SCHOOL	YEAR 15	MA+10	1.000	187 + 10 Extended School Year	Yes
ELLIOTT, SARAH	JUNIOR HIGH SCHOOL	YEAR 10	BA+20	1.000	187	Yes
FELLER, VICTOR	FERGUS HIGH SCHOOL	YEAR 15	MA+30	1.000	187	Yes
FLENTIE, SUSAN	JUNIOR HIGH SCHOOL	YEAR 15	MA+30	1.000	187	Yes
FOX, SANDRA	LEWIS & CLARK SCHOOL	YEAR 14	MA+30	1.000	187	Yes
GILSKEY, LAURA	HIGHLAND PARK SCHOOL	YEAR 15	BA+30	1.000	187	Yes
GOBBLE, CASSI	FERGUS HIGH SCHOOL	YEAR 2	BA	1.000	187	No
GREMAUX, CINDY	LEWIS & CLARK SCHOOL	YEAR 15	BA+30	1.000	187	Yes
GRENSTEN, RACHAEL	LEWIS & CLARK SCHOOL	YEAR 7	MA	1.000	187	Yes
GRUENER, BRENDA	HIGHLAND PARK SCHOOL	YEAR 15	MA	1.000	187	Yes
GRUENER, MATTHEW	LEWIS & CLARK SCHOOL	YEAR 4	BA+30	1.000	187	No
HENDERSON, JODI	HIGHLAND PARK SCHOOL	YEAR 4	BA	1.000	187	Yes
HENDERSON, TROY	FERGUS HIGH SCHOOL	YEAR 15	MA+20	1.000	187	Yes
HICKS, MEGAN	GARFIELD SCHOOL	YEAR 3	BA	1.000	187	No
HUDSON, NANCY	LEWIS & CLARK SCHOOL	YEAR 15	BA+30	1.000	187	Yes
HUDSON, TROY	FERGUS HIGH SCHOOL	YEAR 15	BA+30	1.000	187	Yes
IRISH, JEAN	GARFIELD SCHOOL	YEAR 9	BA+10	1.000	187	Yes
IRWIN, KATHLEEN	HIGHLAND PARK SCHOOL	YEAR 15	BA+30	1.000	187	Yes
JENNESS, ASHLEY	HIGHLAND PARK SCHOOL	YEAR 11	MA+10	1.000	187	Yes
JENNI, AMANDA	LEWIS & CLARK SCHOOL	YEAR 10	BA	1.000	187	Yes
JENSEN, JENNIFER	HIGHLAND PARK SCHOOL	YEAR 15	BA	1.000	187	Yes
JOHNSON, ORIN	GARFIELD SCHOOL	YEAR 6	BA+10	1.000	187	Yes
KEPLER, EMMYLYN	LEWIS & CLARK SCHOOL	YEAR 6	MA	1.000	187	No
KIRSCH, ELIZABETH	HIGHLAND PARK SCHOOL	YEAR 15	MA	1.000	187	Yes
KROGSTAD, JOCELYN	JUNIOR HIGH SCHOOL	YEAR 10	BA	1.000	187	No
LAROWE, DESIREE	GARFIELD SCHOOL	YEAR 4	MA+30	1.000	187	Yes
LEAR, DEREK	LEWIS & CLARK SCHOOL	YEAR 6	MA	1.000	187	Yes
LENSING, LYNN	LEWIS & CLARK SCHOOL	YEAR 15	MA+30	1.000	187	Yes
LEWIS, DIANE	FERGUS HIGH SCHOOL	YEAR 15	BA+20	1.000	187	Yes
LONG, JARED	FERGUS HIGH SCHOOL	YEAR 12	MA+20	1.000	187 + up to 40 (Extra Duty FFA Advisor)	Yes
LONG, LESLIE	FERGUS HIGH SCHOOL	YEAR 15	MA	1.000	187	Yes
LOUIS, EMILY	GARFIELD SCHOOL	YEAR 2	BA	1.000	187	No
MAJERUS, TERESA	JUNIOR HIGH SCHOOL	YEAR 15	MA+10	1.000	187 + 5 Extended School Year	Yes
MANGOLD, MIKE	FERGUS HIGH SCHOOL	YEAR 15	MA+30	1.000	187	Yes
MARKS, AMBER	GARFIELD SCHOOL	YEAR 1	MA	1.000	187	No
MCKINNEY, SARA	HIGHLAND PARK SCHOOL	YEAR 11	BA	1.000	187	Yes
METCALFE, BRIDGET	HIGHLAND PARK SCHOOL	YEAR 6	BA	1.000	187	No
MILLER, JESSICA	FERGUS HIGH SCHOOL	YEAR 7	MA+30	1.000	187	Yes
NEFZGER, TIMOTHY	FERGUS HIGH SCHOOL	YEAR 13	MA+30	1.000	187	Yes
OLSON, STEVE	FERGUS HIGH SCHOOL	YEAR 15	MA	1.000	187	Yes
ORTMAN, LAUREN	JUNIOR HIGH SCHOOL	YEAR 7	BA	1.000	187	Yes
PATTEN, TACE	GARFIELD SCHOOL	YEAR 4	BA	1.000	187	Yes
PEARSON, SARA	GARFIELD SCHOOL	YEAR 9	BA+10	1.000	187	Yes
POSER-BROWN, LORA	JUNIOR HIGH SCHOOL	YEAR 5	BA+30	1.000	187	No
RIANDA, JONDIE	FERGUS HIGH SCHOOL	YEAR 1	BA+10	1.000	187	No
ROBERTS, PAMELA	GARFIELD SCHOOL	YEAR 8	BA	1.000	187	Yes
RUSSELL, JEFFREY	LEWIS & CLARK SCHOOL	YEAR 15	BA	1.000	187	Yes
SANDERS, CASEY	JUNIOR HIGH SCHOOL	YEAR 10	MA+10	1.000	187	No

2020-2021 CERTIFIED STAFF						
EMPLOYEE NAME	LOCATION	STEP	LANE	FTE	CONTRACTED DAYS	TENURE
SCHWEDE, JILL	HIGHLAND PARK SCHOOL	YEAR 8	MA	1.000	187	Yes
SHELAGOWSKI, BRETT	JUNIOR HIGH SCHOOL	YEAR 14	BA+30	1.000	187	Yes
SHELAGOWSKI, LISA	HIGHLAND PARK SCHOOL	YEAR 14	MA	1.000	187	Yes
SMITH, MELANIE	FERGUS HIGH SCHOOL	YEAR 15	MA+20	1.000	187	Yes
SPARKS, BRIDGET	GARFIELD SCHOOL	YEAR 15	MA	1.000	187	Yes
SPRAGGINS, KATHERINE	JUNIOR HIGH SCHOOL	YEAR 15	MA	1.000	187	Yes
STAFFILENO, NICHOLAS	FERGUS HIGH SCHOOL	YEAR 1	BA	1.000	187	No
STANDLEY, SUSAN	GARFIELD SCHOOL	YEAR 5	MA+30	1.000	187	Yes
STIVERS, SYDNEY	FERGUS HIGH SCHOOL	YEAR 3	BA+20	1.000	187	No
STROUF, LEAH	GARFIELD SCHOOL	YEAR 5	BA+20	1.000	187	No
THOMAS, LINDY	FERGUS HIGH SCHOOL	YEAR 2	BA+30	1.000	187	No
TRAFTON, MICHELLE	FERGUS HIGH SCHOOL	YEAR 15	MA+30	1.000	187	Yes
VALLINCOURT, JESSICA	FERGUS HIGH SCHOOL	YEAR 8	MA+20	1.000	187	Yes
VALLINCOURT, NOAH	JUNIOR HIGH SCHOOL	YEAR 7	MA+30	1.000	187	Yes
VAUGHN, KERRY	HIGHLAND PARK SCHOOL	YEAR 9	MA+30	1.000	187	Yes
VAUGHN, TERESA	FERGUS HIGH SCHOOL	YEAR 10	MA	1.000	187	No
WARD, MOLLY	HIGHLAND PARK SCHOOL	YEAR 2	BA	1.000	187	No
WEICHEL, POLLY	HIGHLAND PARK SCHOOL	YEAR 15	BA+20	1.000	187	Yes
WEINHEIMER, LEEANNE	HIGHLAND PARK SCHOOL	YEAR 15	MA+30	1.000	187	Yes
WELSH, DEVNEY	HIGHLAND PARK SCHOOL	YEAR 10	BA+30	1.000	187	Yes
WICHMAN, NICOLE	JUNIOR HIGH SCHOOL	YEAR 10	BA+20	1.000	187	No
WIRTZBERGER, KATELIN	JUNIOR HIGH SCHOOL	YEAR 2	BA	1.000	187	No

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

24

ITEM TITLE: APPROVE NON-RENEWAL OF NON-TENURED CERTIFIED STAFF CONTRACT WITHOUT CAUSE

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

SUMMARY:

The Board of Trustees needs to approve the non-renewal of non-tenured certified staff, Marie Kuhlmann, without cause.

SUGGESTED ACTION: Approve Non-Renewal of Non-Tenured Certified Staff Contract without Cause

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

25

ITEM TITLE: SET ELEMENTARY DISTRICT NUMBER ONE LEVY AMOUNT

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

SUMMARY:

SHALL THE DISTRICT BE AUTHORIZED TO IMPOSE AN INCREASE IN LOCAL TAXES TO SUPPORT THE GENERAL FUND IN THE AMOUNT OF \$51,646.08* WHICH IS APPROXIMATELY 3.82* MILLS FOR THE PURPOSE OF MAINTAINING AND OPERATING THE SCHOOL DISTRICT. PASSAGE OF THIS PROPOSAL WILL INCREASE THE TAXES ON A HOME WITH A MARKET VALUE OF \$100,000 BY APPROXIMATELY \$5.16* AND ON A HOME WITH A MARKET VALUE OF \$200,000 BY APPROXIMATELY \$10.31*. THE DURATIONAL LIMIT OF THE LEVY IS PERMANENT ONCE APPROVED BY THE VOTERS, ASSUMING THE DISTRICT LEVIES THAT AMOUNT AT LEAST ONCE IN THE NEXT FIVE YEARS.

☐ FOR the additional levy.

☐ AGAINST the additional levy.

*Maximum amounts. The Board may elect to request any amount up to this maximum.

SUGGESTED ACTION: Set Elementary District Number One Levy Election

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

26

ITEM TITLE: SET FERGUS HIGH SCHOOL DISTRICT NUMBER ONE LEVY AMOUNT

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

SUMMARY:

SHALL THE DISTRICT BE AUTHORIZED TO IMPOSE AN INCREASE IN LOCAL TAXES TO SUPPORT THE GENERAL FUND IN THE AMOUNT OF \$44,713.54* WHICH IS APPROXIMATELY 3.03* MILLS FOR THE PURPOSE OF MAINTAINING AND OPERATING THE SCHOOL DISTRICT. PASSAGE OF THIS PROPOSAL WILL INCREASE THE TAXES ON A HOME WITH A MARKET VALUE OF \$100,000 BY APPROXIMATELY \$4.09* AND ON A HOME WITH A MARKET VALUE OF \$200,000 BY APPROXIMATELY \$8.18*. THE DURATIONAL LIMIT OF THE LEVY IS PERMANENT ONCE APPROVED BY THE VOTERS, ASSUMING THE DISTRICT LEVIES THAT AMOUNT AT LEAST ONCE IN THE NEXT FIVE YEARS.

☐ FOR the additional levy.

☐ AGAINST the additional levy.

*Maximum amounts. The Board may elect to request any amount up to this maximum.

SUGGESTED ACTION: Set Fergus High School District Number One Levy Election

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

27

ITEM TITLE: APPROVE ADOPTION OF RESOLUTION ESTIMATING CHANGES IN REVENUES/MILLS FROM TUITION, ADULT EDUCATION, BUILDING RESERVE, TRANSPORTATION AND BUS DEPRECIATION LEVIES FOR SCHOOL FISCAL YEAR 2021

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

SUMMARY:

The Board of Trustees needs to approve the attached resolution, per the requirements of Senate Bill 307 (SB307) implemented by law in the 2017 Legislative Session.

Many factors contribute to calculating the following year's budget and cannot be accurately predicted at this time. This Resolution is an **estimate** of increases in levies and will likely not be the amounts levied at the Budget Meeting held in August.

HB159, approved during the 2019 Legislature, appropriated the Natural Resources K-12 facilities payment to support school major maintenance aid in the Building Reserve Fund permissive levy. In addition, SB92 expanded permissible expenditures of state school major maintenance aid and major maintenance permissive levies to include school and student safety and security, including expenses related to school resource officers and counselors. We began taking advantage of the authority and funding in these bills in FY20 and recommend that we continue to do so in FY21.

SUGGESTED ACTION: Approve Adoption of Resolution Estimating Changes in Revenues/Mills from Tuition, Adult Education, Building Reserve, Transportation and Bus Depreciation Levies for School Fiscal Year 2021

☒ **Additional Information Attached**

NOTES:

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

Resolution of Intent to Impose an Increase in Fund Levies

The Lewistown Public School District is committed to financial transparency. Nonvoted levies are an essential part of the budgeting process and this authority has been in place for many years. Senate Bill 307 (SB307), which was passed into law during the 2017 Legislative Session, requires the District to provide notice of its intent to increase nonvoted levies in the ensuing fiscal year. The Lewistown Public Schools Board of Trustees **estimates** the following increases/decreases in revenues and mills for the funds noted below for the next school fiscal year beginning July 1, 2020:

TOTAL - ALL FUNDS USING PRIOR YEAR TAXABLE VALUE:

Fund	LEWISTOWN ELEMENTARY SCHOOL DISTRICT							
	<u>2019-20 Actual Levies</u>		<u>2020-21 Projections</u>					
	\$	Mills	\$	Mills	Change \$	Change Mills	Est. Annual Tax Impact \$100K home	Est. Annual Tax Impact \$200K home
General - BASE	\$ 540,518	39.96	\$ 498,529	36.87	\$ (41,989)	(3.09)	\$ (4.17)	\$ (8.34)
General - OverBASE	\$ 1,343,690	99.38	\$ 1,395,336	103.20	\$ 51,646	3.82	\$ 5.16	\$ 10.32
Transportation	\$ 396,720	29.34	\$ 412,794	30.53	\$ 16,074	1.19	\$ 1.61	\$ 3.22
Bus Depreciation	\$ 120,300	8.90	\$ 160,700	11.88	\$ 40,400	2.98	\$ 4.02	\$ 8.04
Tuition	\$ 131,689	9.74	\$ 145,000	10.72	\$ 13,311	0.98	\$ 1.32	\$ 2.64
Adult Ed	\$ -	0.00	\$ -	-	\$ -	-	\$ -	\$ -
Technology	\$ 61,498	4.55	\$ 61,498	4.55	\$ -	-	\$ -	\$ -
Flexibility	\$ -	0.00	\$ -	-	\$ -	-	\$ -	\$ -
Debt Service	\$ -	0.00	\$ -	-	\$ -	-	\$ -	\$ -
Building Reserve Non-Voted	\$ 40,808	3.02	\$ 37,359	2.76	\$ (3,449)	(0.26)	\$ (0.35)	\$ (0.70)
Building Reserve Voted	\$ 98,000	7.25	\$ 98,000	7.25	\$ -	0.00	\$ -	\$ -
Grand Total	\$ 2,733,224	202.14	\$ 2,809,216	207.76	\$ 75,992	5.62	\$ 7.59	\$ 15.18

TOTAL - ALL FUNDS USING PRIOR YEAR TAXABLE VALUE:

Fund	FERGUS HIGH SCHOOL DISTRICT							
	<u>2019-20 Actual Levies</u>		<u>2020-21 Projections</u>					
	\$	Mills	\$	Mills	Change \$	Change Mills	Est. Annual Tax Impact \$100K home	Est. Annual Tax Impact \$200K home
General - BASE	\$ 287,442	19.52	\$ 270,358	18.35	\$ (17,084)	(1.17)	\$ (1.58)	\$ (3.16)
General - OverBASE	\$ 764,332	51.87	\$ 809,046	54.90	\$ 44,714	3.03	\$ 4.09	\$ 8.18
Transportation	\$ 195,928	13.30	\$ 207,066	14.05	\$ 11,138	0.75	\$ 1.01	\$ 2.02
Bus Depreciation	\$ 213,700	14.50	\$ 129,300	8.77	\$ (84,400)	(5.73)	\$ (7.74)	\$ (15.48)
Tuition	\$ 27,144	1.84	\$ 25,000	1.70	\$ (2,144)	(0.14)	\$ (0.19)	\$ (0.38)
Adult Ed	\$ 19,200	1.30	\$ 19,737	1.34	\$ 537	0.04	\$ 0.05	\$ 0.10
Technology	\$ 54,165	3.68	\$ 54,165	3.68	\$ -	-	\$ -	\$ -
Flexibility	\$ -	0.00	\$ -	-	\$ -	-	\$ -	\$ -
Debt Service	\$ -	0.00	\$ -	-	\$ -	-	\$ -	\$ -
Building Reserve Non-Voted	\$ 19,560	1.33	\$ 18,830	1.28	\$ (730)	(0.05)	\$ (0.07)	\$ (0.14)
Building Reserve Voted	\$ 98,000	6.65	\$ 98,000	6.65	\$ -	-	\$ -	\$ -
Grand Total	\$ 1,679,471	113.99	\$ 1,631,501	110.72	\$ (47,970)	(3.27)	\$ (4.43)	\$ (8.86)

Impacts above are based on current certified taxable valuations from the current school fiscal year. If the District's taxable value increases as expected, the mill and taxpayer cost increases will be less than presented here. These estimates are preliminary and changes are expected before the final budgets are set in August.

Along with the public notice requirement for nonvoted levies, SB307 allows for an additional levy in the Building Reserve Fund. Each school district may increase mills in their building reserve fund based on \$15,000.00 plus \$100 per ANB up to 10 mills. The 2019 Legislature approved funding for a state major maintenance aid, making it beneficial for the school district to begin permissively levying in the Building Reserve Fund for the upkeep of facilities.

The Permissive Building Reserve levy and associated funding will be used to finance projects identified in the District's Facility Assessment and for student safety. Examples of safety, but not limited to, are School Resource Officer, Counselor, and building safety.

DATED this 9th day of March, 2020.

Phillip Koterba, Board Chair

Rebekah Rhoades, Business Manager/Clerk

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2019

Agenda Item No.

28

ITEM TITLE: APPROVE 2020-2021 SCHOOL CALENDAR

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

SUMMARY:

The Board of Trustees will approve the 2020 – 2021 School Calendar. Attached are the three calendar options presented.

Staff were provided the opportunity to choose their calendar preference. Voting closed on Friday March 6, 2020 at 4 pm.

SUGGESTED ACTION: Approve 2020-2021 School Calendar

☒ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS

2020-2021 SCHOOL CALENDAR

AUGUST 2020						
S	M	T	W	T	F	S
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SEPTEMBER 2020						
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OCTOBER 2020						
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NOVEMBER 2020						
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DECEMBER 2020						
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JANUARY 2021						
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FEBRUARY 2021						
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JULY 2021						
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PIR DAYS (Pupil Instruction-Related)

Teachers Only - No School for Students

August 17	New Staff Orientation
August 24-25	All Staff Orientation/PIR
October 15-16	Staff Development Days Teachers Convention
November 4-5	Parent-Teacher Conferences Evening Nov. 4, All Day Nov. 5
March 25	Parent-Teacher Conferences Conferences Evening Only Full School Day for Students
May 24	PIR Day

HOLIDAYS & VACATIONS

No School for Teachers or Students

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 (Easter)
May 31	Memorial Day
July 5	Vacation Day (12-mo employees)

	New Teacher Orientation
	First/Last Day of School (Last day out at 1:30 pm)
	End of Quarter
	Quarter Mid-Term
	End of Semester (2nd & 4th quarters)
	School Dismissed at 1:30 pm
	FHS Graduation Day
	PIR Days
	Holidays/Vacations
	Holidays/Vacations for 12-month employees

LEWISTOWN PUBLIC SCHOOLS

2020-2021 SCHOOL CALENDAR

AUGUST 2020						
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OCTOBER 2020						
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NOVEMBER 2020						
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DECEMBER 2020						
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FEBRUARY 2021						
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MAY 2021						
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JUNE 2021						
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JULY 2021						
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LEWISTOWN PUBLIC SCHOOLS

2020-2021 SCHOOL CALENDAR

AUGUST 2020						
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SEPTEMBER 2020						
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OCTOBER 2020						
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DECEMBER 2020						
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JANUARY 2021						
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MAY 2021						
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JUNE 2021						
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JULY 2021						
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	PIR Days
	Holidays/Vacations
	Holidays/Vacations for 12-month employees

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

29

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

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2019-2020 SCHOOL YEAR

Requested By: Board of Trustees **Prepared By:** Christy Rogers

SUMMARY:

The Board of Trustees needs to approve the additions to the substitute list for the 2018-2019 School Year as listed below:

Substitute Teacher/Aide List:

Scott Sparks
Rylea Rubright –Student Teacher
Victoria Schofield –Student Teacher

Substitute Delivery Van Driver

Scott Perkins

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

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/09/2020

Agenda Item No.

30

☐ 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						
Koterba						
Southworth						
Thompson						
Vantassel						
Weeden						

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday March 9, 2020

<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>
FLENTIE, Suzy	Teacher	Junior High	Approve Out-Of-State Travel to New York to attend the National Teacher Academy for Samsung Solve for Tomorrow	3/31/20 thru 4/3/20	Scott Dubbs	See attached memo
KARHI, Nicole	Special Ed Paraprofessional	Garfield School	Approve appointment on schedule- PARA EDUCATOR-CERT Step 0 for up to 7.5 hours per day for up to 50 days	3/16/2020	Matt Lewis	New Postion thru 5/29/20. Pending a successful background check



Thom Peck <thom.peck@lewistown.k12.mt.us>

Samsung

1 message

Susan Flentie <sflentie@lewistown.k12.mt.us>
To: Thom Peck <thom.peck@lewistown.k12.mt.us>

Sat, Feb 8, 2020 at 6:22 PM

Hi Thom,
I just wanted to let you know that I have been invited to go to New York for the Samsung teacher academy and pitch event whether or not our project wins. Scott is fine with me going and I hope you are too but wondering if I would need board approval.
Of course, my hope is that we will be a national finalist and I would get to go with kids. The dates will be March 31st - April 3rd. Our video is due on February 20th and we should be notified by the end of February or 1st of March if we are a national finalist or not.
The video is getting better and will be done soon. When it's done, would the board like to see it?
Suz

Sent from my iPhone

School District #1 Mission Statement:

Excellence Today, Success Tomorrow

Core Values of the Lewistown Public Schools:

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

LEWISTOWN PUBLIC SCHOOLS 2019-2020 SCHOOL CALENDAR

A. Pupil Instruction

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

**Totals
179**

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

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

Holidays / Vacations (Dates Inclusive)

C.

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

