

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LEWISTOWN JUNIOR HIGH SCHOOL – FACS ROOM
914 West Main Street
Lewistown MT 59457

MONDAY, March 12, 2012

BOARD ROUNDTABLE DISCUSSION – JUNIOR HIGH STAFF

6:00 P.M. TO 7:00 P.M.

REGULAR BOARD MEETING

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

1. Roll Call
2. Pledge of Allegiance

BOARD OF TRUSTEES

3. Presentation—Central Montana Learning Resource Center Cooperative
4. Presentation—Scott Dubbs, Common Core Standards
5. Report—Student Representative
6. Report—Committees of the Board
7. Discussion—Self-Insured Dental Plan
8. Discussion—2012-2013 Budgets
9. Calendar Items, Concerns, Correspondence, Etc.

SUPERINTENDENT'S REPORT

10. Report—Election Update
11. Report—Investment
12. Other Items

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

14. Minutes of the February 13, 2012, Regular Board Meeting
15. Minutes of the February 27, 2012, Special Board Meeting

APPROVAL OF CLAIMS

16. Claims

CONSENT GROUP ITEMS

17. Approve Additions to Substitute List for the 2011-2012 School Year

INDIVIDUAL ITEMS

18. Approve Trustee Resolution Calling for an Election
19. Decision and Ratification or Denial of the 2012-2014 Collective Bargaining Agreement
20. Approve Certification for Indirect Cost Rates for FY 2012-2013
21. Second Reading—Board Policy #5328—Family Medical Leave
22. Approve Health Insurance Provider for the 2012-2013 School Year
23. Approve MultiDistrict Agreement for Technology Services
24. Approve Personnel Report

ADJOURNMENT

PUBLIC PARTICIPATION

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

- Each speaker shall be allowed a presentation not to exceed three (3) minutes at the appropriate time on the Agenda.
- There will be a limit of one presentation per person.
- The Board requests that organizations and groups be represented by a single spokesperson. The spokesperson for each group shall be limited to a presentation of three (3) minutes. To save repetition and time, the Board also requests that persons not speak if a previous speaker has expressed a similar position on the same issue.
- The Board will accept comments from the public on each agenda item as it is discussed.

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

CONSENT GROUP ITEMS

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

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

3

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

ITEM TITLE: PRESENTATION—CENTRAL MONTANA LEARNING RESOURCE CENTER COOP

Requested By: Board of Trustees **Prepared By:** Wayne Chilcoat **Date:** 03/12/2012

SUMMARY:

Wayne Chilcoat, Special Education Director, and staff members from the Central Montana Learning Resource Center Cooperative (CMLRCC) would like to present to the Board of Trustees an overview of the services that the Coop provides.

SUGGESTED ACTION: Informational

Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

4

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

ITEM TITLE: PRESENTATION—SCOTT DUBBS, COMMON CORE STATE STANDARDS

Requested By: Board of Trustees **Prepared By:** Scott Dubbs **Date:** 03/12/2012

SUMMARY:

Scott Dubbs, Curriculum Director, will present to the Board of Trustees information regarding the Common Core State Standards.

SUGGESTED ACTION: Informational

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

Montana Common Core Standards Fact Sheet

On November 4, 2011, Montana adopted the Common Core State Standards in English Language Arts, Literacy, and Mathematics. These standards were developed through a state-led initiative sponsored by the Council of Chief State School Officers (CCSSO) and the National Governor's Association (NGA). The process involved teachers, principals, parents, and other experts using the best education practices of the United States and other countries.

Montana educators joined together to examine the Common Core Standards. They determined that the standards emphasize what students should know and be able to accomplish at every grade level and prepare students to be college and career ready upon graduation from high school. In addition, Montana's Common Core Standards reflect the state's values and priorities and include Indian Education for All content.

GETTING Every Montana Student College and Career READY

Why Montana Common Core Standards are good for students:

- Students will clearly understand what is expected of them as they progress through school.
- Students will be prepared with the knowledge and skills to succeed in college and careers.
- Students moving from different communities or states will have a smoother transition because the learning goals remain consistent.

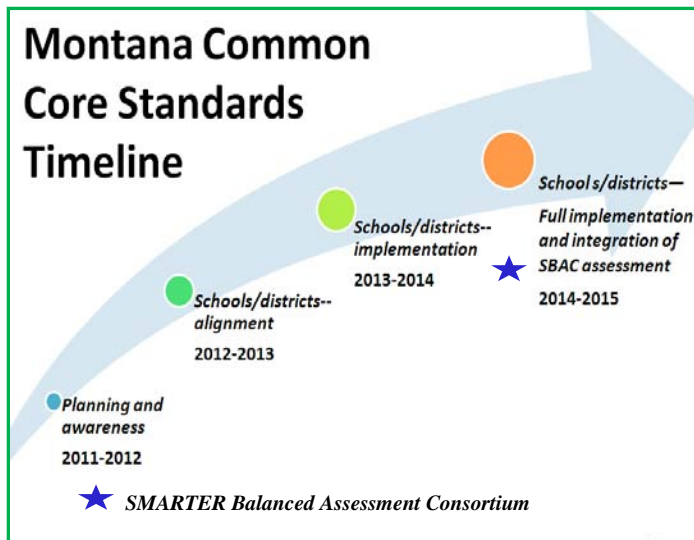
How educators will use the Montana Common Core Standards:

- Educators will focus on greater depths of understanding in each unit of study.
- Educators will have clear goals for student learning and achievement in Mathematics and English Language Arts and Literacy in each grade.
- Educators will have access to a computer adaptive assessment system.

What parents can expect:

- Parents will understand what students need to know at each step in their education.
- Parents will have more focused and clearer communication with teachers about their student's academic progress.
- Parents will be assured that Montana students have access to the same high-quality education other students receive throughout the United States.

Montana Common Core Standards Timeline



Montana
Office of Public Instruction
Denise Juneau, State Superintendent

opi.mt.gov

November 15, 2011

Measuring Student Achievement

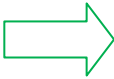
To help achieve the goal that all students leave high school ready for college and careers, the Office of Public Instruction joined the SMARTER Balanced Assessment Consortium (SBAC), a 31-state organization charged with developing an assessment system for the Montana Common Core Standards in English Language Arts, Literacy and Mathematics.

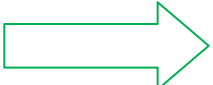
The SBAC system will:

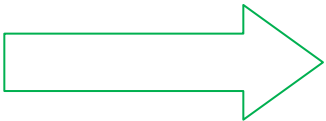
- Align with the Montana Common Core Standards;
- Focus on supporting teachers' instructional practice and implementation of new standards;
- Provide a comprehensive reporting system on classroom practices and student progress for teachers, administrators, students and parents;
- Ensure every student is able to show what they know and can do to meet new standards; and
- Offer classroom formative assessment processes and tools, as well as computer adaptive interim and summative assessments.

GETTING Every Montana Student College and Career READY

Computer Adaptive Assessments have the ability to adjust to student responses, provide for student needs for accommodations such as large print, and provide accurate information for teachers, parents and students.

 **Formative Assessment Processes** take place in the classroom to determine a student's learning needs, check for understanding and/or to provide evidence of progress toward learning goals.

 **Interim Assessments** take place after a particular segment of learning such as a chapter or unit of study.

 **Summative Assessments** are required, occur near the end of the school year, and the results are collected by the Office of Public Instruction to provide a comprehensive set of data on student achievement at the school, district and state levels.

Transition from MontCAS to SBAC Assessment

2011-12 through 2013-14 the MontCAS will:

- ✓ Use the current standards and reporting system
- ✓ Progressively align content with the Montana Common Core Standards
- ✓ Implement test questions to align with the Montana Common Core Standards
- ✓ Provide released field test items aligned to Montana Common Core Standards

Web Links:

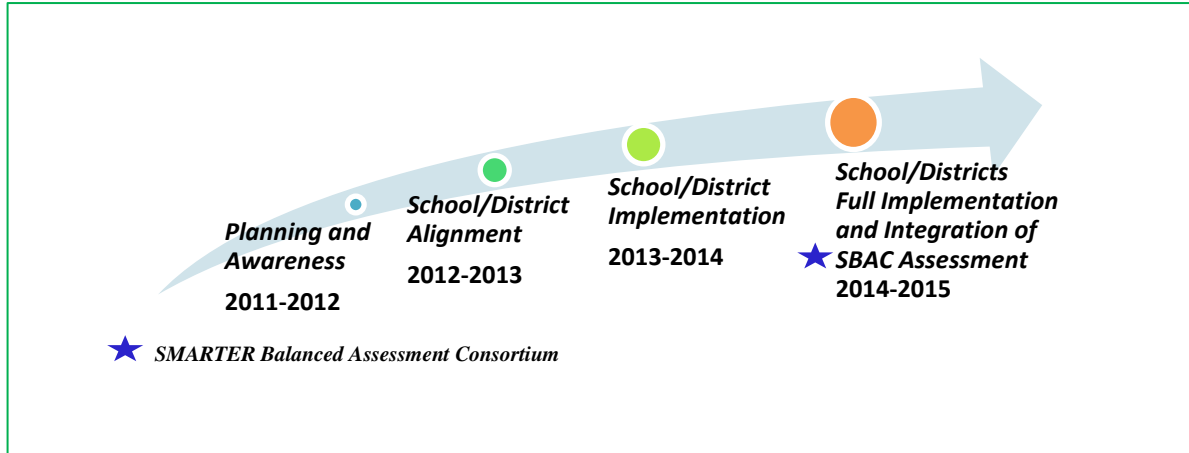
Montana Common Core Standards and Assessment <http://opi.mt.gov/MontanaCommonCoreStandards>

SMARTER Balanced Assessment Consortium <http://www.k12.wa.us/smarter/>

Parent Teacher Association parent guides <http://www.pta.org/4446.htm>

The Montana Office of Public Instruction provides vision, advocacy, support, and leadership for schools and communities to ensure that all students meet today's challenges and tomorrow's opportunities.

Montana Common Core Standards Implementation Plan Overview



The transition period between the adoption of the Montana Common Core Standards (MCCS) in 2011 and the administration of the assessment of those standards in 2015 requires successive phases of implementation, each phase, a prerequisite for the next.

The Montana Office of Public Instruction (OPI) has developed an implementation plan for the transition to the MCCS. The implementation plan begins with outreach to educators, parents, students, and community organizations about the value and benefits of MCCS. Professional development will focus on educators gaining a full understanding of the standards in Mathematics and English Language Arts and aligning instruction, curriculum, and assessments to the new standards by 2014-2015.

- **2011-12 Planning and Awareness Phase** introduces the rationale and benefits of MCCS to educators.
- **2012-13 School/District Alignment Phase** will require educators to identify, understand and implement significant curriculum and instructional changes in the mathematics and English Language Arts (ELA) and literacy standards. During this phase educators will analyze and improve instructional practices.

English Language Arts and Literacy Instructional Changes

- Balance reading informational text and literature
- Write to inform or persuade using evidence
- Foster understanding of the three components of text complexity
- Target speaking and listening as well as Language
- Include Literacy in History/Social Studies, Science, and Technical Subjects

Mathematics Instructional Changes

- Integrate Standards for Mathematical Practice into instruction and assessment
- Focus instruction on the “big ideas” that progress from year to year and provide mathematical coherence
- Build number concepts in grades K-5 to deepen understanding and application of math in grades 6-12
- Incorporate significant algebra, geometry, and probability and statistics in grades 6-8
- Emphasize mathematical “modeling” in high school to ensure rigor, relevance, and college and career readiness



Montana
Office of Public Instruction
Denise Juneau, State Superintendent

October 7, 2011

- **2013-14 School/District Implementation Phase** will continue to focus on curriculum alignment, implementation, and accessing the full range of assessment strategies to ensure success for all students.
- **2014-15 School/District Full Implementation of the SBAC Assessment Phase** and Montana Common Core Standards in every school district.

Recommended Model for Implementation				
	Mathematics	English Language Arts/Literacy	Assessment	District/School Curriculum and Instruction
2011-12	<ul style="list-style-type: none"> ○ K-12 Standards for Mathematical Practices ○ K-12 Mathematical Progressions ○ K-2 Counting and Cardinality ○ K-2 Whole Number 	<ul style="list-style-type: none"> ○ K-12 English Language Arts/Literacy Practices ○ K-5 Foundational Skills ○ K-5 Writing Standards ○ K-12 Speaking, Listening, & Language Standards 	<ul style="list-style-type: none"> ○ MontCAS 	<ul style="list-style-type: none"> ○ Curriculum Development and Alignment Process ○ Professional Development
2012-13	<ul style="list-style-type: none"> ○ K-5 Number and Operation in Base-Ten ○ 6-7 Ratios and Proportional Relationships ○ 8- Expressions, Equations ○ 9-12 Design Coursework 	<ul style="list-style-type: none"> ○ K-12 Reading Literature & Informational text including literacy nonfiction through use of text complexity ○ K-12 Writing Standards ○ K-12 Speaking, Listening, & Language Standards 	<ul style="list-style-type: none"> ○ MontCAS ○ Local Formative and Interim Assessments ○ Analyze MontCAS field test items aligned to Montana Common Core Standard 	<ul style="list-style-type: none"> ○ Instructional Materials Selection ○ Professional Development
2013-14	<ul style="list-style-type: none"> ○ K-5 Operations and Algebraic Thinking ○ 6-7 Expressions, Equations ○ 8- Functions ○ 9-12 Modeling 	<ul style="list-style-type: none"> ○ K-5 Reading Literature 50% & Information Texts 50% ○ 6-8 Reading Literature 45% & Information Texts 55% ○ 9-12 Reading Literature 30% & Information Texts 70% ○ K-12 Writing Standards- Balance of text types ○ K-12 Speaking, Listening, & Language Standards 	<ul style="list-style-type: none"> ○ MontCAS ○ Local Formative and Interim Assessments ○ Analyze MontCAS field test items aligned to Montana Common Core Standard 	<ul style="list-style-type: none"> ○ Evaluation of Curriculum and Instruction Process ○ Professional Development
2014-15	<ul style="list-style-type: none"> ○ K-12 Full implementation 	<ul style="list-style-type: none"> ○ K-12 Full Implementation 	<ul style="list-style-type: none"> ○ Local Formative practices, one option is SMARTER ○ Local Interim assessments, one option is SMARTER ○ SMARTER Balanced Assessment Consortium required Summative Assessment 	<ul style="list-style-type: none"> ○ Curriculum, Instruction, Assessment Cycle

OPI Supporting documents that outline detailed descriptions for the Recommended Model of Implementation:
www.opi.mt.gov

- Montana Common Core Standards Communication Plan: Where we are and next steps
- Montana Common Core Standards Work Plan
- Getting Ready: Transition to the Montana Common Core Standards and Assessment Professional Development for English Language Arts and Literacy
- Getting Ready: Transition to the Montana Common Core Standards and Assessment Professional Development for Mathematics
- Montana Curriculum Development Guide
- Montana District/School Curriculum Alignment Process
- Montana Instructional Materials Selection Toolkit
- Indian Education for All Companion Guide to the Montana Common Core Standards

The Montana Office of Public Instruction provides vision, advocacy, support, and leadership for schools and communities to ensure that all students meet today's challenges and tomorrow's opportunities.

Montana Common Core Shifts in ELA/Literacy

Shift 1: K-5 Balancing Informational & Literary Texts	Students read a true balance of informational and literary texts. Elementary school classrooms are places where students access the world – science, social studies, the arts and literature – through text. At least 50 percent of what students read is informational.
Shift 2: 6-12 Knowledge in the Content Areas	Content area teachers outside of the ELA classroom emphasize literacy experiences in their planning and instruction. Students learn through domain-specific texts in science and social studies classrooms, rather than referring to the text, they are expected to learn from what they read.
Shift 3: Staircase of Complexity	In order to prepare students for the complexity of college and career-ready texts, each grade level requires a “step” of growth on the “staircase.” Students read the central, grade-appropriate text around which instruction is centered. Teachers are patient; they create more time and space in the curriculum for this close and careful reading, and provide appropriate and necessary scaffolding and supports so the text is possible for students reading below grade level to read.
Shift 4: Text-based Answers	Students have rich and rigorous conversations which are dependent on all students reading a common text. Teachers insist that classroom experiences stay deeply connected to the text and that students develop habits for making evidentiary arguments based on the text both in conversation as well as in writing, to assess their comprehension of a text.
Shift 5: Writing from Sources	Writing needs to emphasize use of evidence to inform or make an argument rather than the personal narrative and other forms of decontextualized prompts. While the narrative still has an important role, students develop skills through written arguments that respond to the ideas, events, facts and arguments presented in the texts they read.
Shift 6: Academic Vocabulary	Students constantly build the vocabulary they need to be able to access grade-level complex texts. By focusing strategically on comprehension of pivotal and commonly found words (such as “discourse,” “generation,” “theory,” and “principled”) teachers constantly build students’ ability to access more complex texts across the content areas.

This document was adapted from *Common Core “Shifts”* originally published by *engage*^{ny}.

Montana Common Core Shifts in Mathematics

<p>Shift 1: Focus</p>	<p>Teachers make purposeful instruction and assessment decisions based on the critical areas of focus which significantly narrow and deepen the scope of how time and energy is spent in the math classroom. They do so in order to focus deeply on only the concepts that are prioritized in the standards so students reach strong foundational knowledge and deep conceptual understanding and are able to transfer mathematical skills and understanding across concepts and grades.</p>
<p>Shift 2: Coherence</p>	<p>Principals and teachers carefully connect the learning within and across grades, for example, fractions or multiplication progresses across grade levels and students can build new understanding onto foundations built in previous years. Teachers can begin to count on deep conceptual understanding of core content and advance learning. Each standard is not a new event, but an extension of previous learning.</p>
<p>Shift 3: College and Career Readiness</p>	<p>Students are expected to graduate from high school able to succeed in entry-level, credit-bearing, academic college courses and in workforce training programs. The standards were written to be aligned with college and work expectations, including rigorous content and application of knowledge through high-order skills, and were informed by other top performing countries, so that all students are prepared to succeed in our global economy and society.</p>
<p>Shift 4: Mathematical Practices</p>	<p>Teachers teach more than “how to get the answer” and instead support students’ ability to access concepts from a number of perspectives so that students are able to see math as more than a set of mnemonics or discrete procedures. The Standards for Mathematical Practice describe the variety of expertise that mathematics educators at all levels should seek to develop in their students, and that should be emphasized in concert with context and content grade-level standards. These practices rest on important “processes and proficiencies” with longstanding importance in mathematics education.</p>
<p>Shift 5: Application</p>	<p>Students are expected to use math and choose the appropriate concept for application even when they are not prompted to do so. Teachers provide opportunities at all grade levels for students to apply math concepts to everyday life, work, and decision-making situations. Teachers in content areas outside of math, particularly science, ensure that students are using math – at all grade levels – to make meaning of and access content. The increased emphasis on the process of modeling links classroom mathematics and statistics to contextual situations.</p>
<p>Shift 6: Balanced Emphasis</p>	<p>Students are practicing and understanding. There is more than a balance between conceptual and procedural knowledge in the classroom – both are occurring with intensity. Teachers create opportunities for students to participate in “drills” and make use of those skills through extended application of math concepts. The amount of time and energy spent practicing and understanding learning environments is driven by the specific mathematical concept and therefore, varies throughout the given school year.</p>

This document was adapted from *Common Core “Shifts”* originally published by *engage^{ny}*.



Montana
Office of Public Instruction
Denise Juneau, State Superintendent

opi.mt.gov

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LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

5

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

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees **Prepared By:** Maddie Comes **Date:** 03/12/2012

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 **Estimated cost/fund source** _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

FHS School Board Report
Monday, March 12, 2012

Student Council

- Currently planning the Blue/Gold Breakfast

Academics

- Mr. Guyer took two teams to the Principal's Cup Competition
The team consisting of Aidan Stansberry, Ingrid Stansberry, Jonathan Skipper, Jarrett Guyer, and Carl Wright finished in 2nd place overall. This team will be heading to the State Competition on April 27.

BPA

- 17 BPA members are preparing for the State competition which is scheduled for March 11-13. The team members will be competing against 1,700 other BPA members from across the state.

Art Club

- The Art club members are making personal masks for prom.

Key Club

- 11 members of the Key Club just returned from the Key Club Convention. The convention consisted of workshops and trainings for 3 days.

FCCLA

- Members are currently preparing for State which is March 25-27. There will be 15 members attending the competition.

FFA

- The Fergus FFA Chapter just competed in Spring Districts in Stanford.
Mechanics Team took 5th Place
Agronomy Team took 4th Place
Cody Boyce finished in 1st Place in Junior Agronomy

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

6

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

ITEM TITLE: REPORT—COMMITTEES OF THE BOARD

Requested By: Board of Trustees **Prepared By:** Committee **Date:** 03/12/2012

SUMMARY:

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

SUGGESTED ACTION: Informational Report

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

3/12/2012

Agenda Item No.

7

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

ITEM TITLE: DISCUSSION—SELF-INSURED DENTAL PLAN

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 3/12/2012

SUMMARY:

The Insurance Committee would like the Board's feedback on establishing a self-insured dental plan for the District. Under the proposal, the District would hold the premium amounts on deposit, and use those funds to pay claims. A third-party administrator, recommended by MSHWP, would be hired to manage the plan.

The benefits of this structure include a relatively easy-to-understand benefits (see following pages) and universal acceptance with dental providers. The downside of this structure is the risk: the district would be liable for all claims—even if the claims exceed the amount available from our premium payments. This risk is somewhat mitigated by a roughly \$38,000 deposit that the District currently maintains. This deposit came from a self-insurance fund that the District had in the past, and must be used to pay employee benefit costs in accordance with 20-3-330 (2), MCA.

The following documents are example plan quotes we received from the third-party administrator. At this time, these documents are only conceptual; if the Board wishes to pursue the self-insured dental concept, the Insurance Committee will work out the details and bring a specific recommendation to the April 2012 Board meeting.

SUGGESTED ACTION: Informational

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						



Dental Proposal For Lewistown School District #1

Boulder Administration Services proposes to provide the administration services, COBRA administration and all documents and forms for a self-funded dental benefit for the employees of Lewistown School District #1.

Plan # 1

Dental Benefits

Plan #1

The benefits would be:

First \$200 paid at 100%

Next \$250 paid at 80%

Next \$1200 paid at 50%

Maximum annual benefit \$1000

Orthodontia is included for children up to age 19 with a \$1000 Lifetime Maximum

Costs:

Employee	\$38.50
Employee & Spouse	\$68.50
Employee & Child(ren)	\$78.50
Family	\$118.50

Setup Fees

Plan Document \$200

Option 1 - \$2.50 per employee includes printing of booklet and ID cards, bulk mailing of ID cards and booklets to employer, setting up bank account

Option 2 - \$3.50 per employee provides all items in option 1 except booklets and ID cards are mailed directly to the employee's home address.

Please note that COBRA administration for this benefit plan is included in the price. COBRA administration includes all notifications, collection of premiums and tracking of all time periods.

Preparation date: January 20, 2012

Proposal is valid for 90 days following preparation date



Dental Proposal For Lewistown School District #1

Boulder Administration Services proposes to provide the administration services, COBRA administration and all documents and forms for a self-funded dental benefit for the employees of Lewistown School District #1.

Plan # 2

Dental Benefits

Plan #2

The benefits would be:

First \$100 paid at 100%

Next \$200 paid at 80%

Next \$1480 paid at 50%

Maximum annual benefit \$1000

Orthodontia is included for children up to age 19 with a \$1000 Lifetime Maximum

Costs:

Employee	\$37.00
Employee & Spouse	\$65.00
Employee & Child(ren)	\$75.00
Family	\$110.00

Setup Fees

Plan Document \$200

Option 1 - \$2.50 per employee includes printing of booklet and ID cards, bulk mailing of ID cards and booklets to employer, setting up bank account

Option 2 - \$3.50 per employee provides all items in option 1 except booklets and ID cards are mailed directly to the employee's home address.

Please note that COBRA administration for this benefit plan is included in the price. COBRA administration includes all notifications, collection of premiums and tracking of all time periods.

Preparation date: January 20, 2012

Proposal is valid for 90 days following preparation date



Dental Proposal For Lewistown School District #1

Boulder Administration Services proposes to provide the administration services, COBRA administration and all documents and forms for a self-funded dental benefit for the employees of Lewistown School District #1.

Plan # 3

Dental Benefits

Plan #3

The benefits would be:

First \$150 paid at 100%

Next \$150 paid at 80%

Next \$1960 paid at 50%

Maximum annual benefit \$1250

Orthodontia is included for children up to age 19 with a \$1000 Lifetime Maximum

Costs:

Employee	\$36.50
Employee & Spouse	\$63.00
Employee & Child(ren)	\$73.50
Family	\$108.00

Setup Fees

Plan Document \$200

Option 1 - \$2.50 per employee includes printing of booklet and ID cards, bulk mailing of ID cards and booklets to employer, setting up bank account

Option 2 - \$3.50 per employee provides all items in option 1 except booklets and ID cards are mailed directly to the employee's home address.

Please note that COBRA administration for this benefit plan is included in the price. COBRA administration includes all notifications, collection of premiums and tracking of all time periods.

Preparation date: January 30, 2012

Proposal is valid for 90 days following preparation date

Montana Code Annotated 2011

[Previous Section](#) [MCA Contents](#) [Part Contents](#) [Search](#) [Help](#) [Next Section](#)

20-3-330. District self-funded health benefit plan reserve funds -- exception for dissolution of plan. (1) Except as provided in subsection (2), the trustees of a school district with a self-insured health benefit plan holding reserve funds shall use these funds to pay claims and other liabilities of the district's health benefit plan.

(2) Upon dissolution of a district's self-insured health benefit plan, all remaining reserves must be maintained by the district under the provisions of [20-3-331](#) and must be used to pay for employee benefit costs as determined by a collective bargaining agreement or an employer policy or as required by applicable state or federal law.

History: En. Sec. 1, Ch. 324, L. 2007.

Provided by Montana Legislative Services

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Montana Code Annotated 2011

[Previous Section](#) [MCA Contents](#) [Part Contents](#) [Search](#) [Help](#) [Next Section](#)

20-3-331. Purchase of insurance -- self-insurance plan. (1) The trustees of a district may purchase insurance coverage or establish a self-insurance plan for the district, trustees, and employees for liability as provided in [2-9-211](#) and for group health and life insurance as provided in [2-18-702](#). The trustees shall include the cost of coverage in the general fund budget of the district and as authorized for the district transportation program in [20-10-143](#)(1)(d).

(2) Whenever the trustees of a district establish a self-insurance plan, the trustees shall establish an internal service fund to account for the activities of the self-insurance plan.

History: En. 75-5939 by Sec. 68, Ch. 5, L. 1971; R.C.M. 1947, 75-5939; amd. Sec. 3, Ch. 425, L. 1979; amd. Sec. 73, Ch. 575, L. 1981; amd. Sec. 1, Ch. 15, L. 1985; amd. Sec. 2, Ch. 299, L. 1985; amd. Sec. 10, Ch. 11, Sp. L. June 1989; amd. Sec. 2, Ch. 568, L. 1991.

Provided by Montana Legislative Services

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LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

3/12/2012

Agenda Item No.

8

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

ITEM TITLE: DISCUSSION—2012-2013 GENERAL FUND BUDGETS

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 3/12/2012

SUMMARY:

Mike Waterman, Business Manager/District Clerk, would like to update the Board of Trustees regarding some preliminary information regarding the 2012-2013 General Fund Budgets.

SUGGESTED ACTION: Informational

Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS

FY2013 Preliminary General Fund Budget Analysis

March 7, 2012

	Current Law		Veto Overturned	
	Lewistown Elem	Fergus HS	Lewistown Elem	Fergus HS
Total Projected Expenditures	5,603,211	3,179,857	5,603,211	3,179,857
Highest Budget Without a Vote	5,557,695	3,104,973	5,595,487	3,123,209
Highest Budget With a Vote	5,557,695	3,182,624	5,595,487	3,182,624
Maximum Voted Amount	0	77,650	0	59,414
Estimated Additional Mills	0.00	5.99	0.00	4.58
Tax Increase on \$100,000 home	\$0.00	\$8.82	\$0.00	\$6.75
Tax Increase on \$200,000 home	\$0.00	\$17.64	\$0.00	\$13.49
Surplus/(Shortfall) Without a Vote	(45,517)	(74,884)	(7,725)	(56,648)
Surplus/(Shortfall) With a Vote	(45,517)	2,766	(7,725)	2,766

LEWISTOWN PUBLIC SCHOOLS

Budget Shortfall Reconciliation

March 7, 2012

	Lewistown Elementary	Fergus High School	Total K-12
Projected General Fund Shortfall February 8, 2012 (Current Law, Highest Budget Without a Vote)	(120,352)	(160,020)	(280,372)
<u>Changes since February 8, 2012 (date notified):</u>			
Pay Retirement Incentive from source other than FY13 General Fund (2/22/12)	48,000	18,000	66,000
Final budget limits received from state (2/27/12)	62,803	(6,999)	55,804
Health Insurance Increase @ 4.95% (2/29/12)	13,316	7,581	20,897
Fill Elementary certified vacancy with teacher on long-term leave (3/1/12)	50,094	0	50,094
Other Adjustments/Updates (ongoing)	(99,377)	66,554	(32,824)
Current Surplus/(Shortfall) - Highest Budget Without a Vote	<u>(\$45,517)</u>	<u>(\$74,884)</u>	<u>(\$120,401)</u>
<u>Other possible reductions:</u>			
Possible Staff Reassignments	37,261	12,833	50,094
Forego curriculum purchases	60,000	35,000	95,000
Request tax increase	0	77,650	77,650



**PRELIMINARY BUDGET DATA SHEET
FY 2012-2013**

County: 14 Fergus
District: 0258 Lewistown Elem

NOTE: Anticipated ANB increases approved after date of this report have not been included in the ANB listed below. Information shown on the asterisked lines below (*) is subject to change if your district's certified ANB is changed; any changes will be reflected on the FY2013 final budget form.

1. CERTIFIED ANB	FY 2012-2013			3 Year Avg ANB			
	*Budget Unit	ANB	*Basic Entitlement	*Per ANB Entitlement	ANB	*Basic Entitlement	*Per ANB Entitlement
E1 LEWISTOWN K-6	657	23,402.00	3,264,238.80*	651	23,402.00	3,234,819.00	
M1 LEWISTOWN 7-8	191	66,275.00	1,221,731.50*	187	66,275.00	1,196,332.50	
2. * DIRECT STATE AID							2,045,314.35
3. Quality Educator							195,807.46
4. At Risk Student							25,233.14
5. * Indian Education For All							17,299.20
6. American Indian Achievement Gap							3,200.00
7. SPECIAL EDUCATION FUNDING (FY2012-2013):							
NOTE: Block Grant Eligibility Status = "Yes" means OPI records indicate you are qualified and will receive the funding listed. Block Grant Eligibility Status = "No" means you have NOT yet qualified.							
Block Grant Eligibility Status?							Yes
Block Grant Rates							
Instructional Block Grant Rate [IBG] per ANB							150.13
Related Services Block Grant Rate [RSBG] per ANB							50.04
Threshold to Determine Disproportionate Costs							1.702039380
Special Education Allowable Cost Payments							
* a. Instructional Block Grant Entitlement [IBG rate X ANB]							127,310.24
* b. Related Services Block Grant Entitlement [RSBG rate X ANB]							N/A
c. Reimbursement for Disproportionate Costs							221,726.52
* d. Total Special Education Allowable Cost Payment (District) [7a + 7b + 7c]							349,036.76
Prorated Cooperative Cost Payments (Members of Cooperatives Only)							
* e. Related Services Block Grant Entitlement (Paid Directly to Coop)							42,433.92
Required Local Match							
* f(i). District's Required Match for IBG [7a X 0.33]							42,012.38
f(ii). District's Required Match for RSBG [7b X 0.33]							N/A
* f(iii). District's RSBG Match to be Paid by District to Cooperative [7e X 0.33]							14,003.19
* f(iv). Total Required Local Match To Avoid Reversions [7f(i) + 7f(ii) + 7f(iii)]							56,015.57
Minimum Special Education Budget To Avoid Reversions							
* g. Minimum Special Education Budget to Avoid Reversions [7a + 7b + 7f(iv)]							183,325.81

County: 14 Fergus
 District: 0258 Lewistown Elem

Reimbursement For Disproportionate Costs

	EL	HS	K12
a. FY2010-2011 allowable cost expenditures Total K-12 expenditures prorated by FY11 ANB	859,202.06	0.00	0.00
b. FY2010-2011 amount to avoid reversion	179,129.67	0.00	0.00
c. Reimbursement for disproportionate costs If (a-b) > 0 and a > (b * 1.702039380) then [a - (b * 1.702039380)] * 0.4	221,726.52	0.00	0.00

8. FY2013 BUDGET LIMITS:

*a. Required % of Special Ed Funding in Maximum [MCA 20-9-306(9)]	100%
*b. BASE Budget	4,407,682.67
*c. Maximum Budget Limit	5,557,694.54
*d. Highest Budget Without A Vote excluding tuition, excess reserves, and other overBASE revenues	5,557,694.54
*e. Highest Budget With A Vote	5,557,694.54
*f. Highest Voted Amount (8e-8d)	0.00

9. PRIOR YEAR INFORMATION FOR BUDGETING:

*a. FY 2011-2012 BASE Budget	4,305,955.97
*b. FY 2011-2012 Maximum Budget	5,422,913.26
*c. FY 2011-2012 ANB	849
*d. FY 2011-2012 Adopted General Fund Budget	5,464,125.80
*e. Highest Levy Over-BASE Authorized Or Imposed Between FY 2007-08 and FY 2011-12	1,158,169.83

10. DEBT SERVICES FUND AND COUNTY RETIREMENT FUND GTB:

	Elementary	High School
County		
a. Tax Year 2011 County Taxable Value	26,039,891	26,039,891
b. FY 2011-12 County ANB (Budgeted)	1,146	573
c. County Retirement Mill Value per ANB	22.72	45.44
District		
d. Tax Year 2011 District Taxable Value	11,976,392	N/A
e. FY 2011-12 District ANB (Budgeted)	849	N/A
f. District Debt Service Mill Value Per ANB	14.11	N/A
Statewide		
g. Statewide Retirement Mill Value per ANB	27.80	62.41
h. Facility Guaranteed Mill Value per ANB	32.17	72.21

County: 14 Fergus
 District: 0258 Lewistown Elem

General Fund Guaranteed Tax Base Aid GTB Ratios And Subsidies

I. STATEWIDE GTB RATIO:	<u>Elementary</u>	<u>High School</u>
(a) Statewide taxable valuation (Tax Year 2011)***	2,345,121,343	2,345,121,343
(b) 2011-12 Statewide GTB subsidized budget area: 35.3% of the Basic Entitlement + 35.3% of the Per-ANB Entitlement + 40% of special education allowable cost payment (including prorated coop costs)	204,500,355.19	117,528,405.23
(c) GTB ratio: [(a) divided by (b)] x 193.00%	22.13	38.51

II. DISTRICT GTB SUBSIDY:	<u>Elementary</u>	<u>High School</u>
(a) Statewide GTB ratio (from c above)	22.13	N/A
(b) 2011-12 District GTB subsidized budget area: 35.3% of the Basic Entitlement + 35.3% of the Per-ANB Entitlement	1,591,275.96	N/A
(c) 40% of 2011-12 District special education allowable cost payment plus district prorated coop cost payment	143,589.68	N/A
(d) District's FY 2012-13 guaranteed tax base (a) x [(b) + (c)]	38,392,576.61	N/A
(e) District taxable valuation (Tax Year 2011)***	11,976,392	N/A
(f) If (d) is greater than (e), then: DISTRICT's FY2012-13 GTB subsidy per BASE mill [(d) - (e)] x .001	26,416.00	N/A

*** A final determination of the Taxable Value by the Department of Revenue based on information delivered to the county clerk and recorder as required in 15-10-305, MCA (December). Tax Increment Districts are excluded from taxable valuations used in GTB calculations.



**PRELIMINARY BUDGET DATA SHEET
FY 2012-2013**

County: 14 Fergus
District: 0259 Fergus H S

NOTE: Anticipated ANB increases approved after date of this report have not been included in the ANB listed below. Information shown on the asterisked lines below (*) is subject to change if your district's certified ANB is changed; any changes will be reflected on the FY2013 final budget form.

1. CERTIFIED ANB	FY 2012-2013			3 Year Avg ANB		
	*Budget Unit	ANB	*Basic Entitlement	*Per ANB Entitlement	ANB	*Basic Entitlement
H1 FERGUS HS 9-12	366	260,099.00	2,325,106.50	390	260,099.00	2,475,232.50*
2. * DIRECT STATE AID						1,222,693.18
3. Quality Educator						96,808.61
4. At Risk Student						8,261.83
5. * Indian Education For All						7,956.00
6. American Indian Achievement Gap						1,600.00
7. SPECIAL EDUCATION FUNDING (FY2012-2013):						
NOTE: Block Grant Eligibility Status = "Yes" means OPI records indicate you are qualified and will receive the funding listed. Block Grant Eligibility Status = "No" means you have NOT yet qualified.						
Block Grant Eligibility Status?						Yes
Block Grant Rates						
Instructional Block Grant Rate [IBG] per ANB						150.13
Related Services Block Grant Rate [RSBG] per ANB						50.04
Threshold to Determine Disproportionate Costs						1.702039380
Special Education Allowable Cost Payments						
* a. Instructional Block Grant Entitlement [IBG rate X ANB]						54,947.58
* b. Related Services Block Grant Entitlement [RSBG rate X ANB]						N/A
c. Reimbursement for Disproportionate Costs						39,841.66
* d. Total Special Education Allowable Cost Payment (District) [7a + 7b + 7c]						94,789.24
Prorated Cooperative Cost Payments (Members of Cooperatives Only)						
* e. Related Services Block Grant Entitlement (Paid Directly to Coop)						18,314.64
Required Local Match						
* f(i). District's Required Match for IBG [7a X 0.33]						18,132.70
f(ii). District's Required Match for RSBG [7b X 0.33]						N/A
* f(iii). District's RSBG Match to be Paid by District to Cooperative [7e X 0.33]						6,043.83
* f(iv). Total Required Local Match To Avoid Reversions [7f(i) + 7f(ii) + 7f(iii)]						24,176.53
Minimum Special Education Budget To Avoid Reversions						
* g. Minimum Special Education Budget to Avoid Reversions [7a + 7b + 7f(iv)]						79,124.11

County: 14 Fergus
 District: 0259 Fergus H S

Reimbursement For Disproportionate Costs

	EL	HS	K12
a. FY2010-2011 allowable cost expenditures Total K-12 expenditures prorated by FY11 ANB	0.00	252,416.11	0.00
b. FY2010-2011 amount to avoid reversion	0.00	89,781.69	0.00
c. Reimbursement for disproportionate costs If (a-b) > 0 and a > (b * 1.702039380) then [a - (b * 1.702039380)] * 0.4	0.00	39,841.66	0.00

8. FY2013 BUDGET LIMITS:

*a. Required % of Special Ed Funding in Maximum [MCA 20-9-306(9)]	100%
*b. BASE Budget	2,442,922.43
*c. Maximum Budget Limit	3,057,851.06
*d. Highest Budget Without A Vote excluding tuition, excess reserves, and other overBASE revenues	3,104,973.08
*e. Highest Budget With A Vote	3,182,623.55
*f. Highest Voted Amount (8e-8d)	77,650.47

9. PRIOR YEAR INFORMATION FOR BUDGETING:

*a. FY 2011-2012 BASE Budget	2,519,372.90
*b. FY 2011-2012 Maximum Budget	3,154,305.98
*c. FY 2011-2012 ANB	410
*d. FY 2011-2012 Adopted General Fund Budget	3,181,423.55
*e. Highest Levy Over-BASE Authorized Or Imposed Between FY 2007-08 and FY 2011-12	662,050.65

10. DEBT SERVICES FUND AND COUNTY RETIREMENT FUND GTB:

	Elementary	High School
County		
a. Tax Year 2011 County Taxable Value	26,039,891	26,039,891
b. FY 2011-12 County ANB (Budgeted)	1,146	573
c. County Retirement Mill Value per ANB	22.72	45.44
District		
d. Tax Year 2011 District Taxable Value	N/A	12,957,834
e. FY 2011-12 District ANB (Budgeted)	N/A	410
f. District Debt Service Mill Value Per ANB	N/A	31.60
Statewide		
g. Statewide Retirement Mill Value per ANB	27.80	62.41
h. Facility Guaranteed Mill Value per ANB	32.17	72.21

County: 14 Fergus
 District: 0259 Fergus H S

General Fund Guaranteed Tax Base Aid GTB Ratios And Subsidies

I. STATEWIDE GTB RATIO:	<u>Elementary</u>	<u>High School</u>
(a) Statewide taxable valuation (Tax Year 2011)***	2,345,121,343	2,345,121,343
(b) 2011-12 Statewide GTB subsidized budget area: 35.3% of the Basic Entitlement + 35.3% of the Per-ANB Entitlement + 40% of special education allowable cost payment (including prorated coop costs)	204,500,355.19	117,528,405.23
(c) GTB ratio: [(a) divided by (b)] x 193.00%	22.13	38.51

II. DISTRICT GTB SUBSIDY:	<u>Elementary</u>	<u>High School</u>
(a) Statewide GTB ratio (from c above)	N/A	38.51
(b) 2011-12 District GTB subsidized budget area: 35.3% of the Basic Entitlement + 35.3% of the Per-ANB Entitlement	N/A	993,592.81
(c) 40% of 2011-12 District special education allowable cost payment plus district prorated coop cost payment	N/A	47,993.99
(d) District's FY 2012-13 guaranteed tax base (a) x [(b) + (c)]	N/A	40,111,507.67
(e) District taxable valuation (Tax Year 2011)***	N/A	12,957,834
(f) If (d) is greater than (e), then: DISTRICT's FY2012-13 GTB subsidy per BASE mill [(d) - (e)] x .001	N/A	27,154.00

*** A final determination of the Taxable Value by the Department of Revenue based on information delivered to the county clerk and recorder as required in 15-10-305, MCA (December). Tax Increment Districts are excluded from taxable valuations used in GTB calculations.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

9

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

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

Requested By: Board of Trustees **Prepared By:** _____ **Date:** 03/12/2012

SUMMARY:

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

SUGGESTED ACTION:

Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

10

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

ITEM TITLE: REPORT—ELECTION UPDATE

Requested By: Superintendent **Prepared By:** Mike Waterman **Date:** 03/12/2012

SUMMARY:

Mike Waterman, Business Manager/District Clerk, will report on the election calendar and procedures for 2012.

Attached are the Terms of Office Listing and the 2012 School Election Calendar.

Board members terms of office that are due to expire in 2012 include: Mary Schelle and Monte Weeden. These are both three year terms.

SUGGESTED ACTION: Informational

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD MEMBERS TERMS OF OFFICE

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

	Expire 2012	Expire 2013	Expire 2014
SCHOOL DISTRICT #1	Mary Schelle Monte Weeden	Jeremy Bristol Lisa Pierce	Joe Irish Stan Monger Barb Thomas

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

_____ 3 year term (to expire in 2015)

_____ 3 year term (to expire in 2015)

Petitions Filed for Nomination of School Board Trustee:

MAY 8, 2012
SCHOOL ELECTION CALENDAR

<p style="text-align: center;">December 25, 2011 through March 29, 2012</p>	<p>Trustee candidates file for election. Nomination petition and Oath of Candidacy must be filed with election administrator. No person signing a petition may sign more nomination petitions than there are trustee positions open. NO CANDIDATE MAY APPEAR ON THE BALLOT UNLESS HE OR SHE MEETS THIS DEADLINE.</p> <p>Candidates from county high school districts with enrollments of 2,000 or more or first-class districts in counties with populations of 15,000 or more must file a form C-1-A, and if desired, a form C-3 with the district clerk and Montana Commissioner of Political Practices within 5 days of filing for office. (13-10-201(6), 13-37-201, 20-3-305 and 20-3-344, MCA) [No earlier than 135 days, or no later than 40 days before election.]</p> <p>Any candidate that has already filed for election, but wishes to withdraw their name, may do so not less than 38 days before the school election by sending a statement of withdrawal to the election administrator. (13-10-325, MCA as amended by HB327 (2011 session) effective 4/22/2011)</p>
<p style="text-align: center;">End of January</p>	<p>Contact the Montana Commissioner of Political Practices (MCP) office at (406) 444-2942 if you are in</p> <p>(1) a first-class district located in a county with populations of 15,000 or more, OR</p> <p>(2) a county high school district with an enrollment of 2,000 or more and did NOT receive a notice and a packet of information from the MCP.</p> <p>(13-37-206, MCA)</p>
<p style="text-align: center;">**Updated in 2009** (SB 276) Changes</p>	<p>County election administrator mails address confirmation forms to electors who have requested absentee ballots for subsequent elections. The county election administrator will mail the address confirmation forms in January. You still must contact your county election administrator for the permanent absentee ballot list.</p>
<p style="text-align: center;">February 23, 2012</p>	<p>First day elector can request an absentee ballot. Voters who wish to vote absentee may request an absentee ballot in writing or in person starting at this date until noon the day before the election. Remember to include the following on the application for absentee ballot:</p> <ul style="list-style-type: none"> ● A section on the form allowing the voter to become part of the permanent absentee list <p>(13-13-211 and 13-13-214, MCA) [75 days before election]</p>
<p style="text-align: center;">March 29, 2012</p>	<p>Trustees call for an election. At least 40 days before the election, the trustees must pass a resolution stating: 1) the date of the election; 2) the purpose of the election; 3) the polling site(s) (if changed from previous school election); and 4) 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. The resolution must be delivered to the county election administrator at least 35 days before the election, but it need NOT be posted. The trustees must also appoint three election judges per precinct. The resolution should appear in the board minutes. An election may also be called by the county superintendent, county commissioners, board of public education or the trustees of a community college. 20-20-401, 20-20-201, and 20-20-203, MCA</p>

<p>March 31, 2012</p>	<p>Last day trustee candidates can withdraw from the election. Any candidate that has already filed for election, but wishes to withdraw their name, may do so not less than 38 days before the school election by sending a statement of withdrawal to the election administrator. (13-10-325, MCA as amended by HB327 (2011 session) effective 4/22/2011)</p>
<p>April 3, 2012</p>	<p>Last day to file resolutions for school election with county election administrator. (20-20-201(2), MCA) [no later than 35 days before election]</p>
<p>April 8, 2012 (Next Business Day is April 9, 2012)</p>	<p>Voter registration closes. A voter must register by this deadline to vote in the school election. County election administrator prepares registration list. It is not necessary to publish any notice of closing of voter registration. (20-20-311 and 20-20-312, MCA) [30 days before election]</p>
<p>April 8 – April 18, 2012</p>	<p>Notice of election is posted. The election notice must be published in a newspaper of general circulation in the district AND posted in at least three public places in the district, provided that in incorporated cities and towns at least one notice must be posted in each ward or precinct. Radio or television notice may supplement the notice. The notice must include 1) the date and polling places of the election, 2) polling place 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 and 5) where and how absentee ballots may be obtained. (20-20-204, MCA) [not less than 20 days or more than 30 days before election]</p>
<p>April 12, 2012 (By 5 p.m.)</p>	<p>Deadline for write-in candidate for a trustee position on a school board to file declaration of intent. (13-10-211(3), MCA) [not less than 26 days before the election]</p>
<p>April 12, 2012 (After 5 p.m.)</p>	<p>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 cancel the trustee election. They must then give notice that a trustee election will not be held.</p> <p>A trustee election held in single-member or trustee nominating district is considered a separate trustee election for declaring the election by acclamation. (20-3-313, MCA as amended by HB327 (2011 session) effective 4/22/2011.)</p>
<p>By April 13, 2012</p>	<p>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. See School Election Handbook for more information. Trustees must pass a resolution stating exact levy amounts by this date in order for the clerk to certify the ballot. This resolution must include the durational limit, if any, on the levy.</p> <p>[not less than 25 days before election] 13-12-201, 20-20-401, and 15-10-425, MCA</p> <p>Statement of withdrawal must be received before the ballot is certified by the election administrator. Otherwise, the candidate's name must appear on the ballot.</p>
<p>April 18, 2012</p>	<p>Absentee ballots available. The election administrator prepares ballots for absentee voters. Remember to enclose four things in the absentee package.</p> <ul style="list-style-type: none"> ● The ballot ● Instructions for voting and returning the ballot ● A secrecy envelope, free of any marks that would identify the voter ● A self-addressed, return envelope with affirmation printed on the back of the envelope <p>(20-20-401, MCA) [at least 20 days prior to election]</p>
<p>April 26-May 28, 2012</p>	<p>Candidates who marked Box "C" on their form C-1-A must file form C-5 with the district clerk and Montana Commission of Political Practices. (13-37-226(4), MCA) [12 days before and 20 days after the school election]</p>

April 28, 2012 (Next Business Day is April 30, 2012)	Last day to notify election judges of appointment. (20-20-203 , MCA) [not less than 10 days before election]
February 23 until noon May 8, 2012	Deadline for absentee requests. Absentee ballots may be requested 75 days before the election but no later than noon the day before the election. *If the voter has a health emergency between 5 p.m. the Friday before the election (May 4) and noon on the election day (May 8), an emergency request for an absentee ballot may be made by noon on the election day (May 8.) (13-13-211 , MCA)
May 7, 2012 (By 5 p.m.)	Absolute last day for write in candidates to file a declaration of intent (13-10-211 , MCA) A declaration of intent may be filed after the deadline and until 5 pm the day before the election only if a candidate for the office that the write in candidate is seeking: dies or is charged with a felony offense.
May 7, 2012	Deliver certified copy of the lists of registered electors for each polling place to the district by election administrator before the election day. District then delivers list(s) to election judges prior to opening of polls. (20-20-313 , MCA)
May 8, 2012	Notify election judges of the names of write-in candidates
May 8, 2012	ELECTION DAY. (20-20-105 , MCA) The election administrator must prepare polling places, print ballots, ensure election judges are present and conduct a fair and unbiased election. (Title 13, Chapter 13 , and 20-20-203 , 20-20-401 , and 20-20-411 , MCA)
April 26-May 28, 2012	Candidates who marked Box "C" on their form C-1-A must file form C-5 with the district clerk and Montana Commissioned of Political Practices. (13-37-226 (4) , MCA) [12 days before and 20 days after the school election]
Following receipt of the tally sheets from all polls AND By May 23, 2012 (Next regular or special board meeting following the election)	Trustees canvass votes, issue certificates of election and publish results. The canvassed results shall be published immediately in a newspaper that will give notice to the largest number of people in the district. (20-20-415 and 416 , MCA) [within 15 days after the election]
Within 15 days after receipt of certificate of election. (20-20-416 , MCA)	Candidate completes oath of office and files with the County Superintendent. Newly elected trustees may not be seated until the oath is filed. (20-3-307 , 20-1-202 , 1-6-101 , MCA)
May 23, 2012	Deadline for trustees to hold organizational meeting. (20-3-321 , MCA) [not later than 15 days after the election] as amended by HB327 (2011 session) effective 4/22/2011.)
June 1, 2012	Deadline for trustees to request county election administrator to conduct school election for next year. (20-20-417 , MCA)
Additional References:	
Sample forms can be found at this address. http://www.opi.mt.gov/Finance&Grants/schoolfinance/Index.html#p7GPc1_7	
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.	
20-3-205 , MCA. The county superintendent has general supervision of the schools of the county within the limitations prescribed by this title and shall perform the following duties or acts: (2) administer and file the oaths of members of the boards of trustees of the districts in the county in accordance with the provisions of 20-3-307 , MCA.	
1-5-416 , MCA. A notary public shall: take depositions and affidavits, if the notary is knowledgeable of the applicable legal requirements, and administer oaths and affirmations in all matters incident to the duties of the notary public's office or to be used before any court, judge, officer, or board in this state.	
(MASBO takes special care in preparation of the annual election calendar however, if you find a mistake or oversight, please notify the MASBO office so corrections can be noted in future newsletters and in future calendars. Thank You.)	

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

11

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

ITEM TITLE: REPORT—INVESTMENT

Requested By: Superintendent **Prepared By:** Mike Waterman **Date:** 03/12/2012

SUMMARY:

Attached is the report on the interest earned and distributed for February 2012.

The first column of the report reflects the cash balance in various funds as of February 1, 2012.

SUGGESTED ACTION: Informational

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

Lewistown School District No. One

Investment Distribution Detail Report

Fiscal Year: 2011-2012

Criteria: From Control#: 35 To: 36

Acct Mask: _____

Sort By Acct

Print Internal Accounts Only

Type: HS Interest Posting Date: 2/29/2012 Amount Distributed: \$1,170.77 Control#: 35
 Posting Description: Interest Distribution 1/31/2012 Entry#: 405

Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount	Internal?
201.00.000.0000.101.000	\$546,510.50	31	.1896764	\$222.07	\$546,510.50		\$0.00	Yes
210.00.000.0000.101.000	\$416,899.05	31	.1446924	\$169.40	\$416,899.05		\$0.00	Yes
211.00.000.0000.101.000	\$207,689.09	31	.0720823	\$84.39	\$207,689.09		\$0.00	Yes
213.00.000.0000.101.000	\$0.00	31	.0000000	\$0.00	\$0.00		\$0.00	Yes
214.00.000.0000.101.000	\$266,155.25	31	.0923740	\$108.15	\$266,155.25		\$0.00	Yes
217.00.000.0000.101.000	\$12,500.15	31	.0043384	\$5.08	\$12,500.15		\$0.00	Yes
218.00.000.0000.101.000	\$16,105.68	31	.0055898	\$6.54	\$16,105.68		\$0.00	Yes
220.00.000.0000.101.000	\$10,766.45	31	.0037367	\$4.37	\$10,766.45		\$0.00	Yes
221.00.000.0000.101.000	\$25,392.50	31	.0088129	\$10.32	\$25,392.50		\$0.00	Yes
224.00.000.0000.101.000	\$164,012.98	31	.0569237	\$66.64	\$164,012.98		\$0.00	Yes
228.00.000.0000.101.000	\$119,736.47	31	.0415567	\$48.65	\$119,736.47		\$0.00	Yes
229.00.000.0000.101.000	\$112,285.22	31	.0389706	\$45.63	\$112,285.22		\$0.00	Yes
260.00.000.0000.101.000	\$67,849.97	31	.0235486	\$27.57	\$67,849.97		\$0.00	Yes
261.00.000.0000.101.000	\$658,841.58	31	.2286630	\$267.72	\$658,841.58		\$0.00	Yes
281.00.000.0000.101.000	\$91,553.06	31	.0317752	\$37.20	\$91,553.06		\$0.00	Yes
282.00.000.0000.101.000	\$164,980.98	31	.0572597	\$67.04	\$164,980.98		\$0.00	Yes
Control# 35 Total:	\$2,881,278.93		1.0000004	\$1,170.77	\$2,881,278.93		\$0.00	

Balance Calculations based on Prior Month Ending Balances as of 1/31/2012

Type: Interest Posting Date: 2/29/2012 Amount Distributed: \$1,779.20 Control#: 36
 Posting Description: Interest Distribution 1/31/2012 Entry#: 406

Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount	Internal?
101.00.000.0000.101.000	\$832,881.04	31	.2091415	\$372.10	\$832,881.04		\$0.00	Yes
110.00.000.0000.101.000	\$683,060.65	31	.1715207	\$305.17	\$683,060.65		\$0.00	Yes
111.00.000.0000.101.000	\$813,170.31	31	.2041920	\$363.30	\$813,170.31		\$0.00	Yes
112.00.000.0000.101.000	\$115,391.84	31	.0289756	\$51.55	\$115,391.84		\$0.00	Yes

Lewistown School District No. One

Investment Distribution Detail Report

Fiscal Year: 2011-2012

Criteria: From Control#: 35 To: 36

Acct Mask: _____

Sort By Acct

Print Internal Accounts Only

113.00.000.0000.101.000	\$0.00	31	.0000000	\$0.00	\$0.00	\$0.00	Yes
114.00.000.0000.101.000	\$552,608.76	31	.1387634	\$246.89	\$552,608.76	\$0.00	Yes
120.00.000.0000.101.000	\$10,628.08	31	.0026688	\$4.75	\$10,628.08	\$0.00	Yes
121.00.000.0000.101.000	\$51,798.65	31	.0130070	\$23.14	\$51,798.65	\$0.00	Yes
124.00.000.0000.101.000	\$86,019.17	31	.0215999	\$38.43	\$86,019.17	\$0.00	Yes
128.00.000.0000.101.000	\$47,674.33	31	.0119713	\$21.30	\$47,674.33	\$0.00	Yes
129.00.000.0000.101.000	\$102,035.75	31	.0256218	\$45.59	\$102,035.75	\$0.00	Yes
150.00.000.0000.101.000	\$195,167.57	31	.0490078	\$87.19	\$195,167.57	\$0.00	Yes
160.00.000.0000.101.000	\$9,213.99	31	.0023137	\$4.12	\$9,213.99	\$0.00	Yes
161.00.000.0000.101.000	\$482,728.67	31	.1212161	\$215.67	\$482,728.67	\$0.00	Yes
Control# 36 Total:	\$3,982,378.81		.9999996	\$1,779.20	\$3,982,378.81	\$0.00	

Balance Calculations based on Prior Month Ending Balances as of 1/31/2012

End of Report

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

12

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

ITEM TITLE: OTHER ITEMS

Requested By: Superintendent **Prepared By:** Superintendent **Date:** 03/12/2012

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
- ❖ Criterion Reference Testing (CRT)
- ❖ April 9, 2012 Roundtable and Board Meeting—Possible Date Change
- ❖ Kindergarten Music Program—Thursday, March 15, 2012—6:00 p.m.—FCPA
- ❖ FHS Cheerfest—Saturday, March 17, 2012—FHS Fieldhouse
- ❖ Adult Education Registration—Monday, March 19, 2012—12:00 p.m.—CMEC
- ❖ Eastern A Choir Festival—March 19-20, 2012—Glendive
- ❖ LJHS and FHS (FR) Band Concert—Tuesday, March 20, 2012—7:00 p.m.—FCPA
- ❖ Central Montana Welding Competition—Wednesday, March 21, 2012—FHS
- ❖ Montana Jazz Festival—March 22-23, 2012—FCPA
- ❖ FCCLA—State Leadership Conference—March 25-27, 2012—Billings
- ❖ LJHS Choir Concert—Tuesday, March 27, 2012—7:00 p.m.—FCPA
- ❖ FFA—State Convention—March 28-31, 2012—Bozeman
- ❖ Northwest College Jazz Festival—March 28-30, 2012—Powell, WY
- ❖ Third Grade Music Program—Thursday, March 29, 2012—7:00 p.m.—FCPA
- ❖ Eagle Booster Meeting—Monday, April 2, 2012—7:00 p.m.—Yogo Inn
- ❖ PTO Meeting—Monday, April 2, 2012—7:00 p.m.—Highland Park
- ❖ Parent/Teacher Conferences—Tuesday, April 3, 2012—Evening Only
- ❖ No School—Spring Break—April 5-9, 2012

SUGGESTED ACTION: Informational

Additional Information Attached

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

**LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana**

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

13

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

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

Requested By: Board of Trustees **Prepared By:** _____ **Date:** 03/12/2012

SUMMARY:

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

SUGGESTED ACTION:

Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

14 - 15

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

ITEM TITLE: MINUTES

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 03/12/2012

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the February 13, 2012, Regular Board Meeting
- Minutes of the February 27, 2012, Special Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

FERGUS HIGH SCHOOL – LIBRARY
1001 Casino Creek Drive
Lewistown MT 59457

MONDAY, February 13, 2012

BOARD ROUNDTABLE DISCUSSION – FERGUS HIGH STAFF

6:00 P.M. TO 7:00 P.M.

REGULAR BOARD MEETING

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

1. **ROLL CALL**

TRUSTEES PRESENT:

Board Chair Stan Monger, Joe Irish, Mary Schelle, Jeremy Bristol, Lisa Pierce, Monte Weeden

TRUSTEES ABSENT:

Barb Thomas

STAFF PRESENT:

Superintendent Jason Butcher, Business Manager/District Clerk Mike Waterman, Sandi Chamberlain, Andrea Payne, Jerry Feller, Jeff Elliott, Scott Dubbs, Matt Lewis, Terri Daniels, Derree Kamp, Debra Slagel, Melanie Smith, Beau Wright, Cindy Giese, Paul Stengel

OTHERS PRESENT:

Student Representative Maddie Comes, Joe Zahler-KXLO/KLCM Radio; Doreen Heintz-Lewistown News-Argus, and other interested parties.

2. **PLEDGE OF ALLEGIANCE**

The group recited the Pledge of Allegiance.

BOARD OF TRUSTEES

3. **RECOGNITION—FHS SPEECH AND DRAMA TEAM**

The Board of Trustees recognized and congratulated the Fergus High School Speech and Drama Team plus their coaches, Terri Daniels and Derree Kamp, for their successes at the Divisional and State Speech and Drama Meets. Fergus finished as the Central A Divisional Champions at the meet in Havre and 4th at the State Meet held in Polson.

4. **RECOGNITION—JIM AND CINDY MOODIE DONATION**

The Board of Trustees recognized and thanked Jim and Cindy Moodie for their generous donation of \$10,000 to the Lewistown Public Schools. This donation will be used to benefit the students Kindergarten through grade twelve and help to expand their education experiences.

5. PRESENTATION—FHS STUDENT GROUP, GRADUATION MATTERS MONTANA

A group of students from Fergus High School provided information to the Board of Trustees about *Graduation Matters Montana*. Superintendent Denise Juneau created a Superintendent's Student Advisory Board last school year. The Board consists of forty students from thirty-one communities. The student representatives selected for the first year from Fergus were Cooper Johnston and Nicole Fulbright. Nicole will remain on the Board this year and Simon Doney was selected to replace Cooper who graduated. As a result of the input from the Student Advisory Board, Superintendent Juneau launched a statewide effort to ensure Montana's public schools graduate more students prepared for college and careers. This initiative is called *Graduation Matters Montana*. Fergus students would like to implement a local Graduation Matters initiative at the high school.

6. PRESENTATION—BEAU WRIGHT, DIGITAL ACADEMY

Beau Wright, FHS Teacher, presented to the Board information regarding the Montana Digital Academy (MTDA).

7. INTRODUCTION OF NEW STUDENT REPRESENTATIVE TO THE BOARD

Melanie Smith, Fergus High School Student Council Co-Advisor, introduced Maddie Comes, FHS Sophomore, as the individual who will represent the Fergus High School students on the School Board for the next term.

8. REPORT—STUDENT REPRESENTATIVE

Maddie Comes, student representative to the Board, reported on upcoming activities at Fergus High School.

9. REPORT—2010-2011 AUDIT RESULTS

Mike Waterman, Business Manager/District Clerk, presented the FY2010-11 audit report to the Trustees. The auditors, Paul Strom and Associates, did not note any findings or material weaknesses in our financial statements or internal control processes.

10. REPORT—COMMITTEES OF THE BOARD

The Building and Grounds Committee met on Monday, February 6, at 8:00 a.m. The Committee will recommend to the Board of Trustees to build a fire escape at Lewistown Junior High School. The Collective Gaining Team met on Thursday, February 9, at 4:00 p.m. The Team requested an extension from the Board and the LEA in order to complete the presentation for the 2012-2014 Collective Bargaining Agreement. The Team will meet again on Monday, February 20, 2012, at 4:00 p.m. in Room 212 at Fergus High School. A Special Board Meeting is scheduled for Monday, February 27, 2012, at 6:00pm at Fergus High School for the Team to make their presentation with a request for approval at the March 12, 2012, Regular Board Meeting. Insurance committee will meet on Thursday, February 16, 2012 to discuss insurance renewal rates and dental plan options.

11. DISCUSSION—2012-2013 BUDGETS

Mike Waterman, Business Manager/District Clerk, updated the Board of Trustees regarding some preliminary information regarding the 2012-2013 General Fund Budgets.

12. CALENDAR ITEMS, CONCERNS, CORRESPONDENCE, ETC.

No items were discussed.

SUPERINTENDENT'S REPORT

13. REPORT—ELECTION UPDATE

Mike Waterman, Business Manager/District Clerk, presented to the Board the 2012 School Election Calendar and advised them of the trustee seats that will be up for election in 2012.

14. **REPORT—INVESTMENT**
Interest earned and distributed for January 2012, was reported with \$4,480.81 in the elementary funds and \$2,863.06 in the high school funds for a total of \$7,343.87.
15. **OTHER ITEMS**
Jason Butcher, Superintendent, shared a letter of appreciation from Bret and Marlys Carpenter; discussed the goals that he has set for himself; informed the Board about the CRT Testing (Criterion-Referenced Test); and presented to the Board the results of the proposals that were discussed at the MHSA Annual meeting held on Monday, January 16, 2012. The District is working on implementing Comprehensive School and Community Treatment Services (CSCT) at Lewis and Clark and the Junior High. These services are currently being utilized at Highland Park and Garfield. Jason also discussed information about the Quality Schools Grant Program offered through the Montana Department of Commerce (MDOC). Jason updated the Board on the results from the State Wrestling Meet held in Billings. The next Roundtable will be with the Junior High School Staff on Monday, March 12, 2012, in the FACS Room. The Board also reviewed dates for upcoming District events.

PUBLIC PARTICIPATION

16. **RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS THE BOARD**
There was no public input.

ACTION ITEMS MINUTES

17. **MINUTES OF THE JANUARY 9, 2012, REGULAR BOARD MEETING** – approved unanimously (Irish/Schelle).

APPROVAL OF CLAIMS

18. **CLAIMS** – The claims referenced in the 2011-2012 Bill Schedule and submitted through February 10, 2012, were approved unanimously (Weeden/Irish). Finance committee members for January-March 2012 are Trustees Monger, Bristol, Irish, and Schelle.

CONSENT GROUP ITEMS – approved unanimously (Bristol/Irish)

19. **APPROVE ADDITIONS TO SUBSTITUTE LIST FOR THE 2011-2012 SCHOOL YEAR** – Substitute Teacher/Aide List—Holly Barnett, Aubrey Groneman (Aide only), Sarah Knox, Denise Lund (Office Aide only), Stephanie McLean, Gina Rowland, Molly Zier; Substitute Bus Driver List—William Turner; and Substitute School Food Service List—Denise Lund.
20. **APPROVE 2012-2013 SCHOOL CALENDAR**

INDIVIDUAL ITEMS

21. **APPROVE EXTENSION OF SUPERINTENDENT'S CONTRACT** – approved unanimously (Weeden/Bristol).
22. **APPROVE REQUEST FOR COLLEGE CREDITS OUTSIDE OF THE CANDIDATE'S TEACHING FIELD** – no motion was made; request failed.
23. **APPROVE FIRST SEMESTER ELEMENTARY & HIGH SCHOOL CLAIMS FOR BUS REIMBURSEMENT** – approved unanimously (Irish/Bristol).
24. **APPROVE FIRST READING—BOARD POLICY #5328—FAMILY MEDICAL LEAVE** – approved unanimously (Bristol/Pierce).
25. **APPROVE REQUEST TO BUILD FIRE ESCAPE AT LEWISTOWN JUNIOR HIGH SCHOOL** – approved unanimously (Irish/Weeden).
26. **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE LEWISTOWN PUBLIC SCHOOLS AND MONTANA TEAM NUTRITION PROGRAM** – approved unanimously (Bristol/Pierce).

27. APPROVE PERSONNEL REPORT – See Exhibit A – approved unanimously (Weeden/Pierce).

ADJOURNMENT

The meeting was adjourned at 8:40 p.m. The next Board meeting will be held at 7:00 p.m. on Monday, March 12, 2012, at Lewistown Junior High School (Bristol – unanimous).

STAN MONGER
BOARD CHAIR

MIKE WATERMAN
BUSINESS MANAGER/CLERK

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: February 13, 2012

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
LUCOTCH, Greg	Social Studies Teacher	Lewistown Junior High School	Approve letter of resignation	June 30, 2012	See attached letter.
SNAPP, Valorie	Math Teacher	Lewistown Junior High School	Approve letter of resignation	June 30, 2012	See attached letter.
RECOMMENDATIONS FOR EXTRA-DUTY CONTRACTS	Activity Bus Driver	School District #1	Approve appointment on schedule as presented on the attachment	February 13, 2012	See attached list.
RECOMMENDATIONS FOR EXTRA-DUTY CONTRACTS	In-Town Bus Drivers	School District #1	Approve appointment on schedule as presented on the attachment	February 13, 2012	See attached list.
ELLIOTT, Jeff	Assistant Principal	Fergus High School	Approve Out-of-State Travel to attend the R.A.D. Systems Basic Instructor Certification in Glendale, CO	March 7-9, 2012	See attached memo.
FELLER, Vic GEBERT, Gary HUDSON, Troy PAULSON, Steve	Football Coaches	Fergus High School	Approve Out-of-State travel to attend the Glazier Football Clinic in Reno, NV	March 7-10, 2012	See attached memo.
JENSEN, John	Resource Paraprofessional	Lewis & Clark Elementary and Lewistown Junior High School	Approve appointment on schedule— AIDE II Step 0+Para for up to 7.50 hours per day for up to 89 days	January 23, 2012	See attached memo.
HELMER, Sam	First Assistant Tennis Coach	Fergus High School	Approve revision of contract to move Sam from Assistant Coach (0.085) to First Assistant Coach (0.105)	February 13, 2012	See attached memo.

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

FERGUS HIGH SCHOOL – CAFETERIA

1001 Casino Creek Drive
Lewistown MT 59457

MONDAY, February 27, 2012

SPECIAL BOARD MEETING

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

1. ROLL CALL

TRUSTEES PRESENT:

Board Chair Stan Monger, Joe Irish, Mary Schelle, Jeremy Bristol, Lisa Pierce, Barb Thomas

TRUSTEES ABSENT:

Monte Weeden

STAFF PRESENT:

Superintendent Jason Butcher, Business Manager/District Clerk Mike Waterman, Sandi Chamberlain, Andrea Payne, Michelle Trafton, Scott Dubbs, Aaryn Bell, Margee Smith, Beau Wright, Justin Guyer

OTHERS PRESENT:

Dave Byerly

2. PLEDGE OF ALLEGIANCE

The group recited the Pledge of Allegiance.

BOARD OF TRUSTEES

3. PRESENTATION—COLLECTIVE GAINING TEAM

The Lewistown Public Schools Collective Gaining Team members gave a PowerPoint presentation to the Board of Trustees with the recommendations for the upcoming contract period in regard to the 2012-2014 Collective Bargaining Agreement. Highlights of the proposal include:

- Adding language to establish requirements for teacher evaluations.
- Adding language to establish a procedure for managing public complaints about teachers.
- Salary increases equaling a 1% raise on base in 2012-2013 and a 2% raise on base in 2013-14.
- Increases in the District contribution for certified health insurance totaling 15% in 2012-13 and at least 10% in 2013-14. Additional increases in the District contribution to certified health insurance will be granted if premiums increase by more than 10% in 2013-14.
- Language establishing the per-hour rates of pay for summer school, curriculum, and assessment work completed outside the normal school day.

Team members include: Aaryn Bell, Justin Guyer, Margee Smith, Beau Wright, Jeremy Bristol, Scott Dubbs, Lisa Pierce, and Barb Thomas. Teachers will vote on the proposal during the coming week. The Board will vote on the proposal at its March 12, 2012, regular Board meeting.

PUBLIC PARTICIPATION

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

Andrea Payne said she felt the teachers would appreciate the Board's consideration in rescheduling the April Board meeting.

ACTION ITEMS

APPROVAL OF CLAIMS

5. CLAIMS – The claims referenced in the 2011-2012 Bill Schedule and submitted through February 22, 2012, were approved unanimously (Irish/Bristol). Finance committee members for January-March 2012 are Trustees Monger, Bristol, Irish, and Schelle.

INDIVIDUAL ITEMS

6. APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE LEWISTOWN PUBLIC SCHOOLS AND THE LEWISTOWN EDUCATION ASSOCIATION – approved unanimously (Thomas/Pierce).
7. APPROVE REQUEST TO APPLY FOR THE GRADUATION MATTERS MONTANA CHALLENGE FUND GRANT – approved unanimously (Bristol/Pierce).
8. APPROVE PERSONNEL REPORT – See Exhibit A – approved unanimously (Irish/Schelle).

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

STAN MONGER
BOARD CHAIR

MIKE WATERMAN
BUSINESS MANAGER/CLERK

“EXHIBIT A”

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: February 27, 2012

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
WRIGHT, Beau STENSETH, Rhonda FELLER, Michelle 15 Students	AP Government Teacher Teacher Chaperone Parent Chaperone	Fergus High School	Approve Out-of-State Travel to take the AP Government students to Washington, DC	March 14-19, 2012	See attached memo.
ARMSTRONG, Chad	Head Wrestling Coach	Fergus High School	Approve Out-of-State Travel to attend the NAIA National Wrestling Tournament in Des Moines, Iowa	March 1-5, 2012	See attached memo.
ZIER, Molly	Homebound Tutor	School District #1	Approve appointment at \$12.00 per hour on an as needed basis	February 27, 2012	See attached memo.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

16

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

ITEM TITLE: CLAIMS

Requested By: Board of Trustees **Prepared By:** Sherry Martin **Date:** 03/12/2012

SUMMARY:

Approve claims paid through March 8, 2012, as approved by the Finance Committee.

Members of the Finance Committee for January-March 2012 include: Stan Monger, Jeremy Bristol, Joe Irish, and Mary Schelle.

****Need to select new Finance Committee members for April-June 2012.**

SUGGESTED ACTION: Approve Claims as Presented

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

17

<u>Agenda Items</u>	<u>Additional Information</u>
<p>17. Approve Additions to the Substitute List for the 2011-2012 School Year</p>	

SUGGESTED ACTION: Approve All Items

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

17

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

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2011-2012 SCHOOL YEAR

Requested By: Board of Trustees **Prepared By:** Sandi Chamberlain **Date:** 03/12/2012

SUMMARY:

The Board of Trustees needs to approve the additions to the substitute list for the 2011-2012 School Year. The substitutes being added to the list are:

Substitute Teacher/Aide List:

Danielle Phillips

Substitute Custodian List:

Kenneth Berlinger

SUGGESTED ACTION: Approve Additions to the Substitute List for the 2011-2012 School Year

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

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

18

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

ITEM TITLE: APPROVE TRUSTEE RESOLUTION CALLING FOR AN ELECTION

Requested By: Board of Trustees **Prepared By:** Trustees **Date:** 03/12/2012

SUMMARY:

The Board of Trustees needs to approve the Trustee Resolution Calling for an Election.

Attached is the Trustee Resolution Calling for an Election, an action the Board must take by March 29, 2012.

Please note the language calling for a levy election. At this time, you essentially have two choices as it relates to a General Fund Levy:

1. At the March 12 meeting, the Board may choose not to run a levy. To do so, the Board should move to strike the levy language from resolution and then approve the resolution as amended.
2. The Board may also choose to run a levy or postpone the decision. In either case, the Board should pass this resolution as presented. At the April 9 Board meeting, the Board will then need to finally determine the amount of the levy request. The Board could also choose not to run the levy simply by setting the levy amount at zero at that time.

Please contact Jason or me if you have any questions.

SUGGESTED ACTION: Approve Trustee Resolution Calling for an Election

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

TRUSTEE RESOLUTION CALLING FOR AN ELECTION

BE IT RESOLVED, the Board of Trustees for School District No. One, Fergus County, State of Montana, will hold the Annual Regular School Election on Tuesday, the eighth day of May, 2012, which date is not less than forty (40) days after the passage of this resolution.

The election will be held by mail ballot and the Fergus County Clerk and Recorder will conduct the election. Voters must return their mail ballots to the Fergus County Courthouse by 8:00pm on May 8, 2012.

The purpose of the election is to elect two (2) trustees for a three-year term. Approval of an additional levy to operate and maintain the High School District will also be requested. If it is later determined that any portion of the election is not required, the Board of Trustees authorizes the election administrator to cancel that portion of the election in accordance with 13-1-304 and 20-3-313, MCA.

The Board of Trustees hereby directs the Fergus County Clerk and Recorder to appoint election judges as needed for the mail ballot election.

BE IT FURTHER RESOLVED, that the Clerk of the School District is hereby directed to notify the Fergus County Clerk and Recorder of the date of holding said election, and request him/her to close registration, notify the judges, and to prepare and furnish election materials as required by law.

No further proceedings were conducted relating to the election.

Stan Monger
Printed Name of Board Chair

Signature of Board Chair

Mike Waterman
Printed Name of District Clerk

Signature of District Clerk

DATED this 12th day of March, 2012.

20-20-201, MCA

**LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana**

BOARD AGENDA ITEM

Meeting Date

03/12/2012

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 2012-2014 COLLECTIVE BARGAINING AGREEMENT

Requested By: Board of Trustees **Prepared By:** Gaining Team **Date:** 03/12/2012

SUMMARY:

The Board of Trustees needs to make a decision and call for a vote to ratify or decline the proposal for the 2012-2014 Collective Bargaining Agreement as presented by the Collective Gaining Team at the February 27, 2012, Special Board Meeting.

SUGGESTED ACTION: Call for Vote to Ratify or Decline Proposal for the 2012-2014 Collective Bargaining Agreement

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

LEWISTOWN PUBLIC SCHOOLS

Cost Summary of Gaining Proposal - All Funds

March 6, 2012

	<u>FY2012-13</u>	<u>FY2013-14</u>
Proposed Increase on Base:	1.00%	2.00%
Proposed Increase in District Contribution for Certified Insurance	15.00%	10.00%
Total Cost of Gained Increase		
Administrators' Salary*	8,663	19,640
Certified Salary	42,779	118,869
Classified Wages*	17,338	56,101
Stipends	1,838	5,520
Certified Health Insurance	65,410	114,916
Other Employer-Paid Benefits**	<u>21,425</u>	<u>49,620</u>
Total Cost of Gaining Proposal	<u>\$157,453</u>	<u>\$364,667</u>

* The Board has historically awarded classified and administrative staff the same percentage increase that the LEA negotiates on Base.

** Other Employer-Paid Benefits include FICA (7.65%), TRS/PERS (Average 7.20%), work comp (0.55%), and unemployment insurance (0.35%)

LEWISTOWN PUBLIC SCHOOLS

District Cost of Certified Gaining Proposal
 March 6, 2012

TEACHER	FY12 OTHER EMPLOYER-PAID				2013 PROPOSED SALARY (1% RAISE ON BASE)				FY13 OTHER EMPLOYER-PAID				FY14 PROPOSED SALARY (2% RAISE ON BASE)				FY14 OTHER EMPLOYER-PAID				FY13 SALARY INCREASE (%)	FY14 SALARY INCREASE (%)	FY13 TOTAL DISTRICT COST INCREASE (%)*	FY14 TOTAL DISTRICT COST INCREASE (%)*
	FY12 CURRENT SALARY	2012 DISTRICT INNS CONTRIB	BENEFITS*	FY12 TOTAL DISTRICT COST	2013 PROPOSED DISTRICT INNS CONTRIB	FY13 OTHER EMPLOYER-PAID BENEFITS*	FY13 TOTAL DISTRICT COST	FY14 PROPOSED DISTRICT INNS CONTRIB	FY13 OTHER EMPLOYER-PAID BENEFITS*	FY13 TOTAL DISTRICT COST	FY14 PROPOSED DISTRICT INNS CONTRIB	FY14 OTHER EMPLOYER-PAID BENEFITS*	FY14 TOTAL DISTRICT COST	FY13 SALARY INCREASE (%)	FY14 SALARY INCREASE (%)	FY13 TOTAL DISTRICT COST INCREASE (%)*	FY14 TOTAL DISTRICT COST INCREASE (%)*							
1	50,517	5,736	8,093	64,346	52,641	6,596	8,433	67,671	55,345	7,256	8,866	71,467	4.20%	5.14%	5.17%	5.61%								
2	39,724	5,736	6,364	51,824	41,421	6,596	6,636	54,653	43,575	7,256	6,981	57,812	4.27%	5.20%	5.46%	5.78%								
3	44,871	6,696	7,188	58,755	46,619	7,700	7,468	61,788	48,877	8,470	7,830	65,178	3.90%	4.84%	5.16%	5.49%								
4	50,517	6,696	8,093	65,306	52,641	7,700	8,433	68,775	55,345	8,470	8,866	72,682	4.20%	5.14%	5.31%	5.68%								
5	37,451	4,344	6,000	47,795	38,887	4,996	6,230	50,113	39,665	5,495	6,354	51,515	3.84%	2.00%	4.85%	2.80%								
6	32,196	4,344	5,158	41,697	33,579	4,996	5,379	43,954	35,334	5,495	5,660	46,489	4.30%	5.22%	5.41%	5.77%								
7	55,325	4,344	8,863	68,532	55,878	4,996	8,952	69,826	56,996	5,495	9,131	71,622	1.00%	2.00%	1.89%	2.57%								
8	30,093	4,344	4,821	39,258	30,394	4,996	4,869	40,259	31,002	5,495	4,967	41,464	1.00%	2.00%	2.55%	2.99%								
9	38,502	4,344	6,168	49,014	38,887	4,996	6,230	50,113	39,665	5,495	6,354	51,515	1.00%	2.00%	2.24%	2.80%								
10	58,547	4,344	9,379	72,271	59,091	4,996	9,466	73,553	60,273	5,495	9,656	75,424	0.93%	2.00%	1.77%	2.54%								
11	41,793	4,344	6,695	52,832	42,211	4,996	6,762	53,968	43,055	5,495	6,897	55,448	1.00%	2.00%	2.15%	2.74%								
12	49,342	5,868	7,905	63,115	49,836	6,748	7,984	64,567	50,832	7,423	8,143	66,399	1.00%	2.00%	2.30%	2.84%								
13	57,538	5,868	9,218	72,623	58,113	6,748	9,310	74,171	59,276	7,423	9,496	76,195	1.00%	2.00%	2.13%	2.73%								
14	52,120	5,868	8,350	66,337	54,260	6,748	8,692	69,700	56,996	7,423	9,131	73,550	4.11%	5.04%	5.07%	5.52%								
15	47,444	5,868	7,601	60,913	47,919	6,748	7,677	62,344	48,877	7,423	7,830	64,130	1.00%	2.00%	2.35%	2.87%								
16	47,946	5,868	7,681	61,495	49,859	6,748	7,987	64,595	52,318	7,423	8,381	68,122	3.99%	4.93%	5.04%	5.46%								
17	56,985	5,736	9,129	71,849	57,555	6,596	9,220	73,371	58,706	7,256	9,405	75,367	1.00%	2.00%	2.12%	2.72%								
18	53,230	6,696	8,528	68,454	53,763	7,700	8,613	70,076	54,838	8,470	8,785	72,094	1.00%	2.00%	2.37%	2.88%								
19	41,793	6,696	6,695	55,184	42,211	7,700	6,762	56,673	43,055	8,470	6,897	58,423	1.00%	2.00%	2.70%	3.09%								
20	47,328	6,696	7,582	61,606	49,153	7,700	7,874	64,728	50,136	8,470	8,032	66,638	3.86%	2.00%	5.07%	2.95%								
21	38,502	6,696	6,168	51,366	38,887	7,700	6,230	52,817	39,665	8,470	6,354	54,490	1.00%	2.00%	2.83%	3.17%								
22	46,158	4,344	7,394	57,896	47,919	4,996	7,677	60,591	48,877	5,495	7,830	62,203	3.82%	2.00%	4.66%	2.66%								
23	48,666	4,344	7,796	60,806	49,153	4,996	7,874	62,023	50,136	5,495	8,032	63,663	1.00%	2.00%	2.00%	2.64%								
24	48,666	4,344	7,796	60,806	49,153	4,996	7,874	62,023	50,136	5,495	8,032	63,663	1.00%	2.00%	2.00%	2.64%								
25	56,431	5,868	9,040	71,340	56,996	6,748	9,131	72,875	58,136	7,423	9,313	74,872	1.00%	2.00%	2.15%	2.74%								
26	56,431	8,688	9,040	74,160	56,996	9,991	9,131	76,118	58,136	10,990	9,313	78,440	1.00%	2.00%	2.64%	3.05%								
27	33,943	5,736	5,438	45,117	34,283	6,596	5,492	46,371	34,968	7,256	5,602	47,826	1.00%	2.00%	2.78%	3.14%								
28	48,666	5,736	7,796	62,198	49,153	6,596	7,874	63,624	50,136	7,256	8,032	65,424	1.00%	2.00%	2.29%	2.83%								
29	48,666	5,736	7,796	62,198	49,153	6,596	7,874	63,624	50,136	7,256	8,032	65,424	1.00%	2.00%	2.29%	2.83%								
30	41,974	6,696	6,724	55,394	43,746	7,700	7,008	58,454	45,999	8,470	7,369	61,839	4.22%	5.15%	5.52%	5.79%								
31	41,974	6,696	6,724	55,394	43,746	7,700	7,008	58,454	45,999	8,470	7,369	61,839	4.22%	5.15%	5.52%	5.79%								
32	40,983	6,696	6,565	54,244	41,393	7,700	6,631	55,724	42,220	8,470	6,764	57,455	1.00%	2.00%	2.73%	3.11%								
33	38,008	6,696	6,089	50,792	39,255	7,700	6,396	54,022	42,292	8,470	6,775	57,538	5.05%	5.93%	6.36%	6.51%								
34	34,298	6,696	5,494	46,488	35,702	7,700	5,720	49,122	37,499	8,470	6,007	51,977	4.10%	5.03%	5.67%	5.81%								
35	53,230	6,696	8,528	68,454	53,763	7,700	8,613	70,076	54,838	8,470	8,785	72,094	1.00%	2.00%	2.37%	2.88%								
36	56,431	6,696	9,040	72,168	56,996	7,700	9,131	73,827	58,136	8,470	9,313	75,920	1.00%	2.00%	2.30%	2.83%								
37	38,502	6,696	6,168	51,366	38,887	7,700	6,230	52,817	39,665	8,470	6,354	54,490	1.00%	2.00%	2.83%	3.17%								
38	50,784	4,344	8,136	63,263	51,292	4,996	8,217	64,504	52,318	5,495	8,381	66,194	1.00%	2.00%	1.96%	2.62%								
39	56,431	4,344	9,040	69,816	56,996	4,996	9,131	71,122	58,136	5,495	9,313	72,944	1.00%	2.00%	1.87%	2.56%								
40	38,810	4,344	6,217	49,372	40,446	4,996	6,479	51,921	42,527	5,495	6,813	54,835	4.21%	5.15%	5.16%	5.61%								
41	38,502	4,344	6,168	49,014	38,887	4,996	6,230	50,113	39,665	5,495	6,354	51,515	1.00%	2.00%	2.24%	2.80%								
42	31,144	4,344	4,989	40,478	32,518	4,996	5,209	42,723	34,251	5,495	5,487	45,233	4.41%	5.33%	5.55%	5.88%								
43	43,312	4,344	6,939	54,595	45,097	4,996	7,225	57,318	47,378	5,495	7,590	60,464	4.12%	5.06%	4.99%	5.49%								
44	30,093	5,868	4,821	40,782	30,394	6,748	4,869	42,012	31,002	7,423	4,967	43,392	1.00%	2.00%	3.01%	3.29%								
45	58,547	5,868	9,379	73,795	59,091	6,748	9,466	75,306	60,273	7,423	9,656	77,352	0.93%	2.00%	2.05%	2.72%								
46	47,328	9,528	7,582	64,438	49,153	10,957	7,874	67,985	50,136	12,053	8,032	70,221	3.86%	2.00%	5.50%	3.29%								
47	43,312	9,528	6,939	59,779	45,097	10,957	7,225	63,279	47,378	12,053	7,590	67,021	4.12%	5.06%	5.86%	5.91%								
48	37,958	0	6,081	44,039	39,690	0	6,358	46,048	41,863	0	6,706	48,569	4.56%	5.47%	4.56%	5.47%								
49	41,478	9,528	6,645	57,651	41,893	10,957	6,711	59,562	44,416	12,053	7,115	63,585	1.00%	6.02%	3.31%	6.75%								
50	31,144	5,736	4,989	41,870	32,518	6,596	5,209	44,323	34,251	7,256	5,487	46,994	4.41%	5.33%	5.86%	6.03%								

LEWISTOWN PUBLIC SCHOOLS

District Cost of Certified Gaining Proposal
March 6, 2012

TEACHER	FY12 OTHER EMPLOYER-PAID				2013 PROPOSED				FY14 PROPOSED				FY13 TOTAL		FY14 TOTAL	
	FY12 CURRENT SALARY	2012 DISTRICT INS CONTRIB	PAID BENEFITS*	FY12 TOTAL DISTRICT COST	2013 SALARY RAISE ON BASE	2013 PROPOSED DISTRICT INS CONTRIB	FY13 OTHER EMPLOYER-PAID BENEFITS*	FY13 TOTAL DISTRICT COST	FY14 SALARY RAISE ON BASE	2014 PROPOSED DISTRICT INS CONTRIB	FY14 OTHER EMPLOYER-PAID BENEFITS*	FY14 TOTAL DISTRICT COST	FY13 SALARY INCREASE (%)	FY14 SALARY INCREASE (%)	FY13 TOTAL DISTRICT COST INCREASE (%)*	FY14 TOTAL DISTRICT COST INCREASE (%)*
51	30,093	6,696	4,821	41,610	30,394	7,700	4,869	42,964	32,085	8,470	5,140	45,696	1.00%	5.56%	3.25%	6.36%
52	38,015	6,696	6,090	50,801	39,829	7,700	6,381	53,910	42,087	8,470	6,742	57,300	4.77%	5.67%	6.12%	6.29%
53	39,297	6,696	6,295	52,288	41,042	7,700	6,575	55,317	43,242	8,470	6,927	58,639	4.44%	5.36%	5.79%	6.01%
54	44,985	6,696	7,207	58,887	45,435	7,700	7,279	60,414	46,344	8,470	7,424	62,238	1.00%	2.00%	2.59%	3.02%
55	34,298	6,696	5,494	46,488	35,702	7,700	5,720	49,122	37,499	8,470	6,007	51,977	4.10%	5.03%	5.67%	5.81%
56	46,528	6,696	7,454	60,677	48,426	7,700	7,758	63,884	50,856	8,470	8,147	67,474	4.08%	5.02%	5.29%	5.62%
57	55,878	6,696	8,952	71,526	56,437	7,700	9,041	73,179	57,566	8,470	9,222	75,258	1.00%	2.00%	2.31%	2.84%
58	44,985	6,696	7,207	58,887	45,435	7,700	7,279	60,414	46,344	8,470	7,424	62,238	1.00%	2.00%	2.59%	3.02%
59	46,528	6,696	7,454	60,677	48,426	7,700	7,758	63,884	50,856	8,470	8,147	67,474	4.08%	5.02%	5.29%	5.62%
60	47,946	6,696	7,681	62,323	49,859	7,700	7,987	65,547	52,318	8,470	8,381	69,170	3.99%	4.93%	5.17%	5.53%
61	36,400	4,344	5,831	46,575	37,826	4,996	6,060	48,881	39,665	5,495	6,354	51,515	3.92%	4.86%	4.95%	5.39%
62	30,093	4,344	4,821	39,258	30,394	4,996	4,869	40,259	31,002	5,495	4,967	41,464	1.00%	2.00%	2.55%	2.99%
63	47,444	4,344	7,601	59,389	47,919	4,996	7,677	60,591	48,877	5,495	7,830	62,203	1.00%	2.00%	2.02%	2.66%
64	53,230	4,344	8,528	66,102	53,763	4,996	8,613	67,371	54,838	5,495	8,785	69,118	1.00%	2.00%	1.92%	2.59%
65	57,538	4,344	9,218	71,099	58,113	4,996	9,310	72,419	59,276	5,495	9,496	74,267	1.00%	2.00%	1.86%	2.55%
66	47,444	4,344	7,601	59,389	47,919	4,996	7,677	60,591	48,877	5,495	7,830	62,203	1.00%	2.00%	2.02%	2.66%
67	36,620	4,344	5,867	46,831	38,338	4,996	6,142	49,476	40,484	5,495	6,486	52,465	4.69%	5.60%	5.65%	6.04%
68	47,444	4,344	7,601	59,389	47,919	4,996	7,677	60,591	48,877	5,495	7,830	62,203	1.00%	2.00%	2.02%	2.66%
69	36,400	4,344	5,831	46,575	37,826	4,996	6,060	48,881	39,665	5,495	6,354	51,515	3.92%	4.86%	4.95%	5.39%
70	38,810	4,344	6,217	49,372	40,446	4,996	6,479	51,921	42,527	5,495	6,813	54,835	4.21%	5.15%	5.16%	5.61%
71	55,878	4,344	8,952	69,174	56,437	4,996	9,041	70,474	57,566	5,495	9,222	72,283	1.00%	2.00%	1.88%	2.57%
72	41,793	8,688	6,695	57,176	42,211	9,991	6,762	58,964	43,055	10,990	6,897	60,943	1.00%	2.00%	3.13%	3.36%
73	38,810	9,528	6,217	54,556	40,446	10,957	6,479	57,882	42,527	12,053	6,813	61,393	4.21%	5.15%	6.10%	6.06%
74	41,280	0	6,613	47,893	42,940	0	6,879	49,819	45,071	0	7,220	52,292	4.02%	4.96%	4.02%	4.96%
75	27,491	0	4,404	31,894	27,766	0	4,448	32,214	28,321	0	4,537	32,858	1.00%	2.00%	1.00%	2.00%
76	42,297	0	6,776	49,073	44,020	0	7,052	51,072	46,226	0	7,405	53,632	4.07%	5.01%	4.07%	5.01%
77	19,983	0	3,201	23,184	20,183	0	3,233	23,416	20,586	0	3,298	23,884	1.00%	2.00%	1.00%	2.00%
78	44,985	0	7,207	52,191	45,435	0	7,279	52,713	46,344	0	7,424	53,768	1.00%	2.00%	1.00%	2.00%
79	30,093	0	4,821	34,914	30,394	0	4,869	35,264	31,002	0	4,967	35,969	1.00%	2.00%	1.00%	2.00%
80	31,144	0	4,989	36,134	32,518	0	5,209	37,727	34,251	0	5,487	39,738	4.41%	5.33%	4.41%	5.33%
81	30,093	0	4,821	34,914	30,394	0	4,869	35,264	32,085	0	5,140	37,225	1.00%	5.56%	1.00%	5.56%
82	44,985	0	7,207	52,191	45,435	0	7,279	52,713	46,344	0	7,424	53,768	1.00%	2.00%	1.00%	2.00%
83	37,958	0	6,081	44,039	39,690	0	6,358	46,048	41,863	0	6,706	48,569	4.56%	5.47%	4.56%	5.47%
84	47,328	0	7,582	54,910	49,153	0	7,874	57,027	50,136	0	8,032	58,168	3.86%	2.00%	3.86%	2.00%
85	56,431	0	9,040	65,472	56,996	0	9,131	66,127	58,136	0	9,313	67,449	1.00%	2.00%	1.00%	2.00%
86	44,985	0	7,207	52,191	45,435	0	7,279	52,713	46,344	0	7,424	53,768	1.00%	2.00%	1.00%	2.00%
87	30,093	0	4,821	34,914	30,394	0	4,869	35,264	31,002	0	4,967	35,969	1.00%	2.00%	1.00%	2.00%
88	30,093	0	4,821	34,914	30,394	0	4,869	35,264	31,002	0	4,967	35,969	1.00%	2.00%	1.00%	2.00%
89	37,575	0	6,020	43,595	39,198	0	6,280	45,478	41,255	0	6,609	47,864	4.32%	5.25%	4.32%	5.25%
90	30,093	0	4,821	34,914	30,394	0	4,869	35,264	31,002	0	4,967	35,969	1.00%	2.00%	1.00%	2.00%
TOTALS	3,877,004	420,576	621,096	4,918,676	3,965,124	483,662	635,213	5,083,999	4,092,143	532,029	655,561	5,279,733				
INCREASE OVER PY	N/A	N/A	N/A	N/A	88,120	63,086	14,117	165,323	127,020	48,366	20,349	195,734				
AVERAGE	43,078	4,673	6,901	54,652	44,057	5,374	7,058	56,489	45,468	5,911	7,284	58,664	2.35%	3.29%	3.38%	3.89%

* OTHER EMPLOYER-PAID BENEFITS INCLUDE: FICA (7.65%), TRS (7.47%), WORK COMP (0.55%), UNEMPLOYMENT (0.35%)

2012-2014

LPS Collective Bargaining Agreement



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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I

CONTRACT OF AGREEMENT

This agreement is entered into this _____, 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 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.
- 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 forms for sabbatical leave are obtainable from 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:
 - a. If a teaching employee is called into military service on an involuntary basis, he/she shall be granted a leave of absence on an involuntary basis.
 - b. If a member of the Active Reserve or National Guard is called to active duty, he/she shall be granted a leave of absence for the time he/she is on active duty as a result of said call.
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 ten (10) 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 ten (10) 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. Discretionary leave for personal business ~~may will~~ not be granted on the first and last three (3) pupil instruction days of the year, during parent/teacher conferences, or if a substitute is not available. Additionally, said leave will not be granted on the scheduled work day before, or the scheduled work day after a school holiday or break, ~~on the first and last three (3) pupil instruction days of the year, during parent/teacher conferences, or if a substitute is not available.~~ A school holiday or break is defined as a day during the school year which is not designated as a pupil instruction day. One (1) of the discretionary leave for personal business days may be used as emergency leave not requiring advance written authorization.
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 ten 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 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 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 ~~fifty-seventy-five~~ (5075) total days.

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 LEAVE:

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, ~~2010~~2012 to August 31, ~~2012~~2013 per family toward the comprehensive major medical and dental programs in effect for during those time periods respectively.

Single	\$ <u>362 416</u>	Family	\$ <u>558 642</u>
Two-Party	\$ <u>489 562</u>	Two Staff - No Dependent	\$ <u>724 833</u>
Parent <u>Employee</u> -with Child <u>Dependent</u>	\$ <u>478 550</u>	Two Staff - With Dependent	\$ <u>794 913</u>

The Board will contribute the following amounts per month from September 1, 2013 to August 31, 2014 per family toward the comprehensive major medical and dental programs in effect during those time periods respectively. Additionally, should the premiums for the CM1000 (or nearest similar) increase by more than ten percent (10%) from the 2012-2013 plan year, the District's contribution will be the 2012-2013 contributions listed above multiplied by 1.10 plus half of the additional percentage premium increase in excess of 10%. It is understood that the insurance benefit available (currently the CM1000 plan) could be modified in 2013-2014 by the Board working with the Board's Insurance Committee.

<u>Single</u>	<u>\$ 458</u>	<u>Family</u>	<u>\$ 706</u>
<u>Two-Party</u>	<u>\$ 619</u>	<u>Two Staff - No Dependent</u>	<u>\$ 916</u>
<u>Employee with Dependent</u>	<u>\$ 605</u>	<u>Two Staff - With Dependent</u>	<u>\$1,004</u>

2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, ~~2010~~2012 to August 31, ~~2012~~2014.;

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 ~~\$103.16 per year per teaching employee toward~~ 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, ~~2010~~2012 to August 31, ~~2012~~2014.

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-half~~ half-half-time teaching employees. A ~~half-half~~ half-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. 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 to March 1 of each year.
 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.
- 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

~~A.—The Trustees are concerned with and are committed to improving the staff evaluation procedures and will continue to work cooperatively with the staff to accomplish this purpose. The teachers shall be evaluated according to procedures in existence during the term of this agreement.~~

~~B.—Listed below is the minimal procedure of the evaluation process:~~

~~Step 1: Office conference – discuss supervision, evaluation and goal setting.~~

~~Step 2: Observation – observes and makes assessment of teaching performance (supervisor completes observation conference report, gives to teacher for review and signature).~~

~~Step 3: Conference – review data indicated on observation conference report. Initiate teacher evaluation report (supervisor), have teacher sign and give copy. Additional observation and conference using an improvement plan should be conducted as needed. Supervisor forwards to Central Office.~~

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 Boards 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. FIFTH YEAR PROGRAM/STATUS: Course work is to be approved by the institution that will recommend the Class 1 certificate. When another endorsement to the certificate is not desired, and no change in the level of teaching is desired, but the applicant wishes to improve his or her teaching at the current instructional level, a letter indicating that the teacher has been admitted to the fifth year program from the institution is a substitute for that planned program.
3. 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.
4. POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree and fifth year status 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, 2010 - JUNE 30, 2012

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
0	25,889	26,782	27,696	28,144	28,589	29,503	30,396	31,287
1	26,940	27,937	28,931	29,431	29,928	30,922	31,919	32,889
2	27,991	29,091	30,166	30,717	31,266	32,341	33,441	34,492
3	29,042	30,246	31,401	32,004	32,605	33,759	34,963	36,094
4	30,093	31,401	32,636	33,291	33,943	35,178	36,485	37,697
5	31,144	32,555	33,871	34,577	35,282	36,597	38,008	39,300
6	32,196	33,710	35,105	35,864	36,620	38,015	39,530	40,902
7	33,247	34,865	36,340	37,151	37,958	39,434	41,052	42,505
8	34,298	36,019	37,575	38,437	39,297	40,853	42,574	44,107
9	35,349	37,174	38,810	39,724	40,635	42,272	44,097	45,710
10	36,400	38,329	40,045	41,011	41,974	43,690	45,619	47,312
11	37,451	39,483	41,280	42,297	43,312	45,109	47,141	48,915
12	38,502	40,638	42,515	43,584	44,651	46,528	48,664	50,517
13	38,502	41,793	43,750	44,871	45,989	47,946	50,186	52,120
14	38,502	41,793	44,985	46,157	47,328	49,365	51,708	53,722
15	38,502	41,793	44,985	47,444	48,666	50,784	53,230	55,325

LEWISTOWN PUBLIC SCHOOL
SALARY INDEX - 4.1 ATTAINMENT LEVEL
JULY 1, 2012 - JUNE 30, 2013

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30
<u>0</u>	<u>26,148</u>	<u>27,050</u>	<u>27,973</u>	<u>28,425</u>	<u>28,875</u>	<u>29,798</u>	<u>30,700</u>	<u>31,600</u>
<u>1</u>	<u>27,210</u>	<u>28,216</u>	<u>29,220</u>	<u>29,725</u>	<u>30,227</u>	<u>31,231</u>	<u>32,238</u>	<u>33,218</u>
<u>2</u>	<u>28,271</u>	<u>29,383</u>	<u>30,468</u>	<u>31,025</u>	<u>31,579</u>	<u>32,664</u>	<u>33,775</u>	<u>34,837</u>
<u>3</u>	<u>29,333</u>	<u>30,549</u>	<u>31,715</u>	<u>32,324</u>	<u>32,931</u>	<u>34,097</u>	<u>35,313</u>	<u>36,456</u>
<u>4</u>	<u>30,394</u>	<u>31,715</u>	<u>32,962</u>	<u>33,624</u>	<u>34,283</u>	<u>35,530</u>	<u>36,850</u>	<u>38,074</u>
<u>5</u>	<u>31,456</u>	<u>32,881</u>	<u>34,209</u>	<u>34,923</u>	<u>35,634</u>	<u>36,963</u>	<u>38,388</u>	<u>39,693</u>
<u>6</u>	<u>32,518</u>	<u>34,047</u>	<u>35,457</u>	<u>36,223</u>	<u>36,986</u>	<u>38,396</u>	<u>39,925</u>	<u>41,311</u>
<u>7</u>	<u>33,579</u>	<u>35,214</u>	<u>36,704</u>	<u>37,522</u>	<u>38,338</u>	<u>39,829</u>	<u>41,463</u>	<u>42,930</u>
<u>8</u>	<u>34,641</u>	<u>36,380</u>	<u>37,951</u>	<u>38,822</u>	<u>39,690</u>	<u>41,262</u>	<u>43,000</u>	<u>44,548</u>
<u>9</u>	<u>35,702</u>	<u>37,546</u>	<u>39,198</u>	<u>40,121</u>	<u>41,042</u>	<u>42,694</u>	<u>44,538</u>	<u>46,167</u>
<u>10</u>	<u>36,764</u>	<u>38,712</u>	<u>40,446</u>	<u>41,421</u>	<u>42,394</u>	<u>44,127</u>	<u>46,075</u>	<u>47,785</u>
<u>11</u>	<u>37,826</u>	<u>39,878</u>	<u>41,693</u>	<u>42,721</u>	<u>43,746</u>	<u>45,560</u>	<u>47,613</u>	<u>49,404</u>
<u>12</u>	<u>38,887</u>	<u>41,045</u>	<u>42,940</u>	<u>44,020</u>	<u>45,097</u>	<u>46,993</u>	<u>49,150</u>	<u>51,023</u>
<u>13</u>	<u>38,887</u>	<u>42,211</u>	<u>44,188</u>	<u>45,320</u>	<u>46,449</u>	<u>48,426</u>	<u>50,688</u>	<u>52,641</u>
<u>14</u>	<u>38,887</u>	<u>42,211</u>	<u>45,435</u>	<u>46,619</u>	<u>47,801</u>	<u>49,859</u>	<u>52,225</u>	<u>54,260</u>
<u>15</u>	<u>38,887</u>	<u>42,211</u>	<u>45,435</u>	<u>47,919</u>	<u>49,153</u>	<u>51,292</u>	<u>53,763</u>	<u>55,878</u>

LEWISTOWN PUBLIC SCHOOLS
SALARY INDEX - 4.1 ATTAINMENT LEVEL
JULY 1, 2013 - JUNE 30, 2014

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
<u>0</u>	<u>26,671</u>	<u>27,591</u>	<u>28,533</u>	<u>28,994</u>	<u>29,453</u>	<u>30,394</u>	<u>31,314</u>	<u>32,232</u>
<u>1</u>	<u>27,754</u>	<u>28,781</u>	<u>29,805</u>	<u>30,320</u>	<u>30,832</u>	<u>31,856</u>	<u>32,883</u>	<u>33,883</u>
<u>2</u>	<u>28,837</u>	<u>29,970</u>	<u>31,077</u>	<u>31,645</u>	<u>32,211</u>	<u>33,317</u>	<u>34,451</u>	<u>35,534</u>
<u>3</u>	<u>29,920</u>	<u>31,160</u>	<u>32,349</u>	<u>32,971</u>	<u>33,589</u>	<u>34,779</u>	<u>36,019</u>	<u>37,185</u>
<u>4</u>	<u>31,002</u>	<u>32,349</u>	<u>33,621</u>	<u>34,296</u>	<u>34,968</u>	<u>36,241</u>	<u>37,587</u>	<u>38,836</u>
<u>5</u>	<u>32,085</u>	<u>33,539</u>	<u>34,894</u>	<u>35,622</u>	<u>36,347</u>	<u>37,702</u>	<u>39,156</u>	<u>40,487</u>
<u>6</u>	<u>33,168</u>	<u>34,728</u>	<u>36,166</u>	<u>36,947</u>	<u>37,726</u>	<u>39,164</u>	<u>40,724</u>	<u>42,138</u>
<u>7</u>	<u>34,251</u>	<u>35,918</u>	<u>37,438</u>	<u>38,273</u>	<u>39,105</u>	<u>40,625</u>	<u>42,292</u>	<u>43,788</u>
<u>8</u>	<u>35,334</u>	<u>37,107</u>	<u>38,710</u>	<u>39,598</u>	<u>40,484</u>	<u>42,087</u>	<u>43,860</u>	<u>45,439</u>
<u>9</u>	<u>36,417</u>	<u>38,297</u>	<u>39,982</u>	<u>40,924</u>	<u>41,863</u>	<u>43,548</u>	<u>45,429</u>	<u>47,090</u>
<u>10</u>	<u>37,499</u>	<u>39,486</u>	<u>41,255</u>	<u>42,250</u>	<u>43,242</u>	<u>45,010</u>	<u>46,997</u>	<u>48,741</u>
<u>11</u>	<u>38,582</u>	<u>40,676</u>	<u>42,527</u>	<u>43,575</u>	<u>44,621</u>	<u>46,472</u>	<u>48,565</u>	<u>50,392</u>
<u>12</u>	<u>39,665</u>	<u>41,865</u>	<u>43,799</u>	<u>44,901</u>	<u>45,999</u>	<u>47,933</u>	<u>50,133</u>	<u>52,043</u>
<u>13</u>	<u>39,665</u>	<u>43,055</u>	<u>45,071</u>	<u>46,226</u>	<u>47,378</u>	<u>49,395</u>	<u>51,702</u>	<u>53,694</u>
<u>14</u>	<u>39,665</u>	<u>43,055</u>	<u>46,344</u>	<u>47,552</u>	<u>48,757</u>	<u>50,856</u>	<u>53,270</u>	<u>55,345</u>
<u>15</u>	<u>39,665</u>	<u>43,055</u>	<u>46,344</u>	<u>48,877</u>	<u>50,136</u>	<u>52,318</u>	<u>54,838</u>	<u>56,996</u>

* 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 ~~20102012-20122013~~ is \$ ~~25,889~~26,148; Level 4.1. Base salary for 2013-2014 is \$ 26,671; 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. Recognition of the fifth (5th) year on the salary schedule is defined as a planned program mutually agreed upon between the teacher, the Superintendent and the college.
6. 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.
7. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
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. Employees who have attained the final step in the fifth (5th) year column and 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-ninety (29th) year and four percent (4%) during the thirtieth and succeeding years of service in the District.

9. Any teaching employee may make a written request for a \$200 salary advance to be drawn against his/her September paycheck. 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 \$17.50 per hour for hours worked outside of the regular school workday, 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 \$17.50 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.

ATHLETIC ACTIVITY POSITIONS
High School

<i>BASKETBALL</i>		<i>TENNIS</i>	
Head Coach	0.150	Head Coach	0.145
First Assistant	0.110	First Assistant	0.105
Assistant(s)	0.090	Assistant(s)	0.085
<i>CROSS COUNTRY</i>		<i>TRACK & FIELD</i>	
Head Coach	0.125	Head Coach	0.145
First Assistant	0.085	First Assistant	0.105
<i>GOLF</i>		<i>ASSISTANT(S)</i>	
Head Coach	0.090	Assistant(s)	0.085
First Assistant	0.055	<i>VOLLEYBALL</i>	
<i>FOOTBALL</i>		Head Coach	0.145
Head Coach	0.145	First Assistant	0.105
First Assistant	0.105	Assistant(s)	0.085
Assistant(s)	0.085	<i>WRESTLING</i>	
<i>SOFTBALL</i>		Head Coach	0.145
Head Coach	0.125	First Assistant	0.105
First Assistant	0.085	Assistant(s)	0.085
		<i>OTHER POSITIONS</i>	
		Athletic Director	0.195

NON-ATHLETIC ACTIVITY POSITIONS
High School

<i>CHEERLEADING & DRILL TEAM</i>	Head Coach	0.125
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Assistant	0.074	Annual Advisor	0.050
<i>MUSIC</i>		B.P.A. Advisor	0.035
Instrumental Activities	0.110	Concessions Coordinator	\$ 4,000
Jazz Band	0.040	Envirothon Sponsor	0.010
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
<i>SCHOOL PLAYS</i>		Key Club Advisor	0.047
Drama Producer (per play)	0.020	Magazine Sales Coordinator	0.020
Assistant Producer (per play)	0.020	National Honor Society Advisor	0.035
Assistant Musical (per play)	0.020	Renaissance Coordinator	0.047
<i>SPEECH & DRAMA</i>		School Newspaper Advisor	0.050
Head Coach	0.110	Science Bowl Sponsor	0.035
Assistant	0.075	Science Olympiad Sponsor	0.020
<i>OTHER NON-ATHLETIC POSITIONS</i>		Ski Club Advisor	0.015
A.F.S. Advisor	0.035	Student Government Advisor	0.047
		Student Government Asst. Advisor	0.023

ATHLETIC ACTIVITY POSITIONS

Junior High

<i>BASKETBALL</i>		<i>VOLLEYBALL</i>	
Head Coach	0.070	Head Coach	0.065
First Assistant	0.062	First Assistant	0.057
Assistant(s)	0.055	Assistant(s)	0.050
<i>CROSS COUNTRY</i>		<i>WRESTLING</i>	
Head Coach	0.065	Head Coach	0.065
<i>FOOTBALL</i>		First Assistant	0.050
Head Coach	0.065	<i>OTHER ATHLETIC ACTIVITY POSITIONS</i>	
First Assistant	0.057	Athletic Coordinator	0.075
Assistant(s)	0.050	Intramural Coach	0.030
<i>TRACK & FIELD</i>			
Head Coach	0.065		
First Assistant	0.057		
Assistant(s)	0.050		

NON-ATHLETIC ACTIVITY POSITIONS

Junior High

<i>CHEERLEADING & DRILL TEAM</i>		<i>OTHER NON-ATHLETIC POSITIONS</i>	
Head Coach	0.030	Builders Club	0.015
Assistant Coach	0.018	Math Counts Advisor	0.015
<i>MUSIC</i>		Photo Club	0.015
Instrumental Activities	0.034	Ski Club Advisor	0.015
Jazz Band	0.040	Student Government Advisor	0.025
Vocal Activities	0.034		
Select Choir	0.040		

ELEMENTARY ACTIVITY POSITIONS

Athletic Coordinator	0.065	Computer Lab Instructor	0.030
Coaching (Per Sport Season)	0.017		

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/RETIREMENT PAY

After eight (8) consecutive years in the District, teaching employees who terminate employment shall be paid a lump sum payment equal to one-fourth (1/4) 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) 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, ~~2010~~2012 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, ~~2012~~2014.
- 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 ~~20112013-20122014~~ 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 MAY, ~~2010~~2012

BY _____
District Clerk
School District No. 1

BY: _____
Chairperson, Board of Trustees
School District No. 1

BY _____
Gaining Chairman
Lewistown Education Association

BY: _____
President
Lewistown Education Association

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

20

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

ITEM TITLE: APPROVE CERTIFICATION FOR INDIRECT COST RATES FOR FY 2012-2013

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 03/12/2012

SUMMARY:

The Board of Trustees needs to approve the Office of Public Instruction proposed Indirect Cost Recovery Rate for FY13 grants. This approval allows the District to set aside a portion (this year, 4.20%) of its grant expenditures and use that amount to pay general costs related to grant administration.

SUGGESTED ACTION: Approve Certification for the Indirect Cost Rates for FY 2012-2013

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						



Office of Public Instruction
Denise Juneau,
Superintendent
PO Box 202501
Helena, MT 59620-2501

CERTIFICATION FOR INDIRECT COST RATE

For FY 2012-2013

Due April 30, 2012

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

Proposed Restricted Indirect Cost Rate 4.20 % (Round to nearest hundredth (X.XX%) of a percent.)

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

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

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

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

I declare that the foregoing is true and correct.

Signature of District Superintendent or Board Chairperson	Street Address or P.O. Box	
	215 7th Avenue South	
Printed Name of Authorized Official Mike Waterman	City	Zip Code
	Lewistown	59457
Title Business Manager/District Clerk	Date March 12, 2012	

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

ACCEPTED AND APPROVED FOR THE SUPERINTENDENT OF PUBLIC INSTRUCTION BY:

Approved Rate for FY2013	Date Approved
	Signature



Schedule A - Restricted Fixed Indirect Cost Rate

For FY2012-13 Using FY11 Expenditures

14 Fergus 0420 Lewistown Public Schools

0258 Lewistown Elem

Expenditure Function	Total Expenditures (A)	Direct and Unallowable Costs (B)	Indirect Costs (C)	Excluded Costs		
				Capital Outlay (D)	Debt Financing (E)	Other (F)
1XXX Instruction	4,372,508.16	4,372,508.16	0.00	0.00	0.00	0.00
21XX Support Services - Students	235,286.74	235,286.74	0.00	0.00	0.00	0.00
221X Improvement of Instruction Services	148,021.64	148,021.64	0.00	0.00	0.00	0.00
222X Educational Media Services	223,735.71	223,735.71	0.00	0.00	0.00	0.00
23XX Support Services - General Administration	147,168.82	147,168.82	0.00	0.00	0.00	0.00
24XX Support Services - School Administration	351,547.14	351,547.14	0.00	0.00	0.00	0.00
25XX Support Services - Business	311,451.27	44,566.83	263,485.44	3,399.00	0.00	0.00
26XX Operation and Maintenance of Plant Services	911,887.91	911,887.91	0.00	0.00	0.00	0.00
27XX Student Transportation Services	529,182.03	446,972.95	0.00	82,209.08	0.00	0.00
31XX Food Services	638,643.63	638,643.63	0.00	0.00	0.00	0.00
33XX Community Services	915.96	915.96	0.00	0.00	0.00	0.00
34XX Extracurricular - Activities	9,536.16	9,536.16	0.00	0.00	0.00	0.00
35XX Extracurricular - Athletics	55,633.51	55,633.51	0.00	0.00	0.00	0.00
4XXX Facilities Acquisition and Construction Services	292,179.90	0.00	0.00	292,179.90	0.00	0.00
52XX Capital Leases or Long Term Notes with Board of Investments	15,832.98	0.00	0.00	0.00	15,832.98	0.00
62XX Resources Transferred to Other School Districts or Cooperatives	77,717.32	0.00	0.00	77,717.32	0.00	0.00
9999 Undistributed	1,529.75	1,529.75	0.00	0.00	0.00	0.00
Totals	8,322,778.63	7,587,954.91	263,485.44	455,505.30	15,832.98	0.00
Direct Costs Reclassified Indirect Costs	XXXXXXXXXX			XXXXXX	XXXXXXXXXX	XXXXX
Direct or Indirect Costs Reclassified as Excluded	XXXXXXXXXX					
Adjusted Totals	8,322,778.63					

Total expenditures include the general and special revenue funds (funds numbered less than 50) and exclude residual equity and operating transfers. Only costs in Funds 01, 14, 24, 25, 26, 28, 29 and the indirect cost recovery project in Fund 15 may be reclassified as indirect costs. Functions blocked with X's may not be reclassified as indirect costs, except for termination. A detailed listing of accounts is available upon request. Call Paul Taylor at 444-1257.



Schedule A - Restricted Fixed Indirect Cost Rate

For FY2012-13 Using FY11 Expenditures

14 Fergus 0420 Lewistown Public Schools

0259 Fergus H S

Expenditure Function	Total Expenditures (A)	Direct and Unallowable Costs (B)	Indirect Costs (C)	Excluded Costs		
				Capital Outlay (D)	Debt Financing (E)	Other (F)
1XXX Instruction	1,954,396.41	1,944,044.85	0.00	10,351.56	0.00	0.00
21XX Support Services - Students	173,046.75	173,046.75	0.00	0.00	0.00	0.00
221X Improvement of Instruction Services	8,277.49	8,277.49	0.00	0.00	0.00	0.00
222X Educational Media Services	98,992.09	98,992.09	0.00	0.00	0.00	0.00
23XX Support Services - General Administration	132,535.44	132,535.44	0.00	0.00	0.00	0.00
24XX Support Services - School Administration	337,783.65	336,975.65	0.00	808.00	0.00	0.00
25XX Support Services - Business	206,956.61	33,685.85	171,519.76	1,751.00	0.00	0.00
26XX Operation and Maintenance of Plant Services	705,631.28	705,631.28	0.00	0.00	0.00	0.00
27XX Student Transportation Services	291,272.28	250,781.24	0.00	40,491.04	0.00	0.00
33XX Community Services	5,171.82	5,171.82	0.00	0.00	0.00	0.00
34XX Extracurricular - Activities	47,952.89	47,952.89	0.00	0.00	0.00	0.00
35XX Extracurricular - Athletics	135,518.01	135,518.01	0.00	0.00	0.00	0.00
4XXX Facilities Acquisition and Construction Services	98,889.84	0.00	0.00	98,889.84	0.00	0.00
52XX Capital Leases or Long Term Notes with Board of Investments	8,820.02	0.00	0.00	0.00	8,820.02	0.00
62XX Resources Transferred to Other School Districts or Cooperatives	9,128.75	0.00	0.00	9,128.75	0.00	0.00
9999 Undistributed	975.88	975.88	0.00	0.00	0.00	0.00
Totals	4,215,349.21	3,873,589.24	171,519.76	161,420.19	8,820.02	0.00
Direct Costs Reclassified Indirect Costs	XXXXXXXXXX			XXXXXX	XXXXXXXXXX	XXXX
Direct or Indirect Costs Reclassified as Excluded	XXXXXXXXXX					
Adjusted Totals	4,215,349.21					

Total expenditures include the general and special revenue funds (funds numbered less than 50) and exclude residual equity and operating transfers. Only costs in Funds 01, 14, 24, 25, 26, 28, 29 and the indirect cost recovery project in Fund 15 may be reclassified as indirect costs. Functions blocked with X's may not be reclassified as indirect costs, except for termination. A detailed listing of accounts is available upon request. Call Paul Taylor at 444-1257.



Schedule A - Restricted Fixed Indirect Cost Rate

For FY2012-13 Using FY11 Expenditures

14 Fergus 0420 Lewistown Public Schools

Line A				2013 Calculated Rate	2013 Reclassified Rate *	Requested Reclassified Rate **
	LE 0258 Lewistown Elem	Indirect/Direct	263,485.44 / 7,587,954.91	3.47%	<input type="text"/>	
	LE 0259 Fergus H S	Indirect/Direct	171,519.76 / 3,873,589.24	4.43%	<input type="text"/>	
Line B Preliminary Indirect Cost Rates	LE	2009	2010	2011	2012	2013
	0258 Lewistown Elem	0.0229	0.0376	0.0412	0.0374	3.47%
	0259 Fergus H S	0.0279	0.0442	0.0440	0.0482	4.43%
Line C Approved Indirect Cost Rates	LE	2009	2010	2011	2012	Reclassified Rate 2013
	0258 Lewistown Elem	0.0253	0.0405	0.0571	0.0000	<input type="text"/>
	0259 Fergus H S	0.0229	0.0612	0.0651	0.0000	<input type="text"/>
Line D Higher of Preliminary or Approved Indirect Cost Rates	LE	2009	2010	2011	2012	
	0258 Lewistown Elem	0.0253	0.0405	0.0571	0.0374	<input type="text"/>
	0259 Fergus H S	0.0279	0.0612	0.0651	0.0482	<input type="text"/>
Line E Five Year Average with 5% Discount	LE				2013	LE Reclassified Rate
	0258 Lewistown Elem				3.71%	<input type="text"/>
	0259 Fergus H S				4.69%	<input type="text"/>
Line F Average of LE's contained under one School System Code (SS)						SS Reclassified Rate
	0420 Lewistown Public Schools				4.20%	<input type="text"/>

Your Preliminary Rate by School System (SS) is:
This same rate is applied to both EL and HS in the same SS.

Total expenditures include the general and special revenue funds (funds numbered less than 50) and exclude residual equity and operating transfers. Only costs in Funds 01, 14, 24, 25, 26, 28, 29 and the indirect cost recovery project in Fund 15 may be reclassified as indirect costs. Functions blocked with X's may not be reclassified as indirect costs, except for termination. A detailed listing of accounts is available upon request. Call Paul Taylor at 444-1257.



Schedule A - Restricted Fixed Indirect Cost Rate

For FY2012-13 Using FY11 Expenditures

14 Fergus 0420 Lewistown Public Schools

* Reclassified Rate Line A: Calculate the Reclassified Rate by reclassifying allowable expenditures from direct to indirect. Then calculate by applying the following formula to each LE. Indirect/Direct.

** "Requested Reclassified Rate" column is intended as space to calculate the adjusted indirect cost rate due to reclassification of expenditures.

Line B: This is a copy of the Calculated Rate using TFS expenditures.

Line C: Enter the requested Reclassified Rate (based on reclassifying TFS expenditures) by LE from Line A.

Line D: Copy the higher value by LE from Lines B or C.

Line E: Apply the following formula: Average (all values by LE in Line D) * .95. Do this once for the Elem and once for the HS.

Line F: Average together the results from Line E.

Total expenditures include the general and special revenue funds (funds numbered less than 50) and exclude residual equity and operating transfers. Only costs in Funds 01, 14, 24, 25, 26, 28, 29 and the indirect cost recovery project in Fund 15 may be reclassified as indirect costs. Functions blocked with X's may not be reclassified as indirect costs, except for termination. A detailed listing of accounts is available upon request. Call Paul Taylor at 444-1257.

**LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana**

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

21

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

ITEM TITLE: SECOND READING—BOARD POLICY #5328—FAMILY MEDICAL LEAVE

Requested By: Board of Trustees
Prepared By: Mike Waterman
Date: 03/12/2012

SUMMARY:

The Board of Trustees needs to approve the second and final reading of Board Policy #5328—Family Medical Leave and consider the adoption of said policy. This change is being made to be consistent with Board Policy #5328P, which is the detailed procedural portion of the policy.

Information being deleted from this policy has been marked with a ~~striketrough~~.

SUGGESTED ACTION: Approve Adoption of Board Policy #5328—Family Medical Leave

Additional Information Attached
Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

SECOND READING

Lewistown School District

PERSONNEL

5328

Family Medical Leave

In accordance with the provisions of the Family Medical Leave Act of 1993, a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) the birth of a child; 2) the placement of a child for adoption or foster care; 3) because of a serious health condition that makes the employee unable to perform the functions of the job; or 4) to care for the employee's spouse, child, or parent with a serious health condition.

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months, and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested and if there have been at least fifty (50) District employees within seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year.

Employees will ~~(not)~~ be required to use appropriate paid leave while on FMLA Leave. Workers' Compensation absences will ~~(not)~~ be designated FMLA Leave.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is July 1 to June 30.

At the discretion of the Superintendent, medical certification may be required to determine FMLA initial or continued eligibility as well as fitness for duty.

NOTE: This provision applies to school districts with fifty (50) or more employees. Those districts with less than fifty (50) employees must comply with notice and record retention but are not obligated to provide the leave as a benefit of any employee's employment.

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. - Family and Medical Leave Act of 1993
§§2-18-601, et seq., MCA Leave Time
§§49-2-301, et seq., MCA Prohibited Discriminatory Practices

Policy History:

Adopted on: June 28, 2004

Revised on:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

22

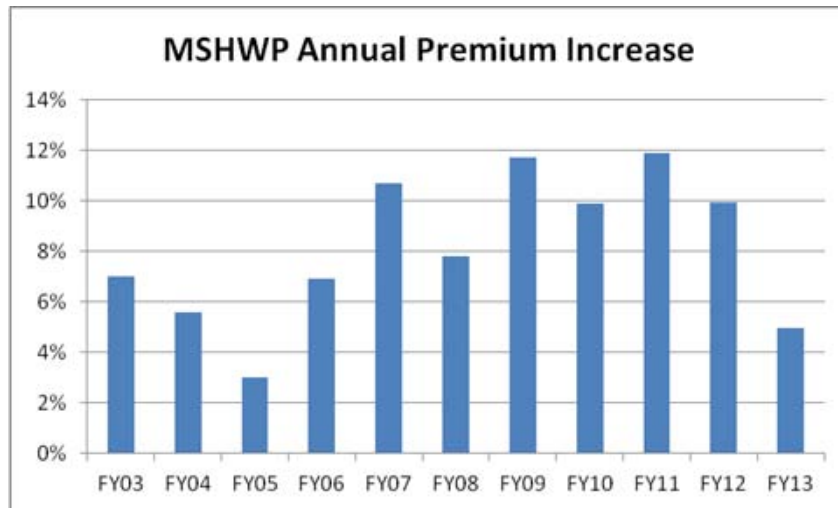
- Minutes/Claims
 Board of Trustees
 Superintendent's Report
 Action - Consent
 Action - Indiv.

ITEM TITLE: APPROVE HEALTH INSURANCE PROVIDER FOR THE 2012-2013 SCHOOL YEAR
Requested By: Board of Trustees **Prepared By:** Insurance Committee **Date:** 03/12/2012

SUMMARY:

As you know, the District recently received word that our health insurance premiums through MSHWP will increase 4.95% next year. This increase is the pool's second lowest increase in ten years and well below its 8.45% average increase.

At its March 8, 2012, meeting, the Insurance Committee recommended continuing with the MSHWP health plan and offering the same benefit plans to our employees in 2012-2013. Proposed rate sheets are attached for your review.



SUGGESTED ACTION: Approve Montana School Health and Welfare Program (MSHWP) as the District Health Insurance Provider for the 2012-2013 School Year

Additional Information Attached Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

Option Sheet

Option chosen must be initialized by Group Leader or Officer of the Group

Group Name: MSHWP/Lewistown Public Schhols X27560-324
 Effective Date: 09/01/2012
 Current Benefit: MULTIPLE OPTION: PPO CMM \$1000/\$2000, 80/20, \$2700/\$5400 with Full Card Rx
THIS DOES NOT INCLUDE COBRA FEES

Current Rates

Contract Type	Medical	Drug	Dental	Vision	Total	Overall Increase	COBRA	TOTAL
Single	\$450.84	\$79.57	\$0.00	\$0.00	\$530.41	4.95%		\$556.67
Two Party	\$901.69	\$159.13	\$0.00	\$0.00	\$1,060.82	4.95%		\$1,113.33
Emp/Chd(ren)	\$856.61	\$151.17	\$0.00	\$0.00	\$1,007.78	4.95%		\$1,057.66
Family	\$1,127.12	\$198.91	\$0.00	\$0.00	\$1,326.03	4.95%		\$1,391.67
S/Med	\$0.00	\$0.00	\$0.00	\$0.00				
2P/Med	\$0.00	\$0.00	\$0.00	\$0.00				

Group Leader
Initials

Option Sheet

Option chosen must be initialized by Group Leader or Officer of the Group

Group Name: MSHWP/Lewistown Public Schhols X27560-324
 Effective Date: 09/01/2012
 Current Benefit: MULTIPLE OPTION: PPO CMM \$2500/\$5000, 80/20, \$5000/\$10000 with Full Card Rx
THIS DOES NOT INCLUDE COBRA FEES

Current Rates

Contract Type	Medical	Drug	Dental	Vision	Total	Overall Increase	COBRA	TOTAL
Single	\$385.47	\$68.03	\$0.00	\$0.00	\$453.50	4.95%		\$475.95
Two Party	\$770.95	\$136.05	\$0.00	\$0.00	\$907.00	4.95%		\$951.89
Emp/Chd(ren)	\$732.40	\$129.26	\$0.00	\$0.00	\$861.66	4.95%		\$904.31
Family	\$963.69	\$170.07	\$0.00	\$0.00	\$1,133.76	4.95%		\$1,189.88
S/Med	\$0.00	\$0.00	\$0.00	\$0.00				
2P/Med	\$0.00	\$0.00	\$0.00	\$0.00				

Group Leader
Initials

Option Sheet

Option chosen must be initialized by Group Leader or Officer of the Group

Group Name: MSHWP/Lewistown Public Schhols X27560-324
 Effective Date: 09/01/2012
 Current Benefit: MULTIPLE OPTION: PPO HDHPE \$3500/\$7000, 100/0, \$3500/\$7000 with Pass Thru
THIS DOES NOT INCLUDE COBRA FEES

Current Rates

Contract Type	Medical	Drug	Dental	Vision	Total	Overall Increase	COBRA	TOTAL
Single	\$410.81	\$0.00	\$0.00	\$0.00	\$410.81	4.95%		\$431.15
Two Party	\$821.64	\$0.00	\$0.00	\$0.00	\$821.64	4.95%		\$862.31
Emp/Chd(ren)	\$780.56	\$0.00	\$0.00	\$0.00	\$780.56	4.95%		\$819.20
Family	\$1,027.04	\$0.00	\$0.00	\$0.00	\$1,027.04	4.95%		\$1,077.88
S/Med	\$0.00	\$0.00	\$0.00	\$0.00				
2P/Med	\$0.00	\$0.00	\$0.00	\$0.00				

Group Leader
Initials

Option Sheet

Option chosen must be initialized by Group Leader or Officer of the Group

Group Name: MSHWP/Lewistown Public Schhols X27560-324
 Effective Date: 09/01/2012
 Current Benefit: MULTIPLE OPTION: PPO HDHPE \$5000/\$10000, 100/0, \$5000/\$10000 with Pass Thru
THIS DOES NOT INCLUDE COBRA FEES

Current Rates

Contract Type	Medical	Drug	Dental	Vision	Total	Overall Increase	COBRA	TOTAL
Single	\$349.23	\$0.00	\$0.00	\$0.00	\$349.23	4.95%		\$366.52
Two Party	\$698.45	\$0.00	\$0.00	\$0.00	\$698.45	4.95%		\$733.02
Emp/Chd(ren)	\$663.53	\$0.00	\$0.00	\$0.00	\$663.53	4.95%		\$696.37
Family	\$873.07	\$0.00	\$0.00	\$0.00	\$873.07	4.95%		\$916.29
S/Med	\$0.00	\$0.00	\$0.00	\$0.00				
2P/Med	\$0.00	\$0.00	\$0.00	\$0.00				

Group Leader
Initials

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

23

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

ITEM TITLE: APPROVE MULTIDISTRICT AGREEMENT FOR TECHNOLOGY SERVICES

Requested By: Board of Trustees
Prepared By: Mike Waterman
Date: 03/12/2012

SUMMARY:

For the past couple of years, several central Montana school districts have been participating in a technology cooperative. Based in Lewistown, our cooperative offers technology services to area school districts. Participation in the cooperative is voluntary. Districts that choose to participate pay a fixed amount per ANB to the Lewistown School District to finance the cooperative's activities.

The 2011 Montana Legislature amended some of the laws pertaining to cooperatives such as ours. They also allocated one-time funding for them (list attached). Our cooperative qualifies; however, participating districts need to formalize the agreement through Board action.

The MTSBA-approved agreement is attached for the Board's review and approval. Once the Lewistown Board approves the document, original agreements will be distributed to each participating district for their counter-approval.

SUGGESTED ACTION: Approve MultiDistrict Agreement for Technology Services

Additional Information Attached
Estimated cost/fund source _____

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

MULTIDISTRICT AGREEMENT

This Multidistrict Agreement (hereinafter "Agreement") is entered into this _____ day of _____, 20__ by and between Lewistown Elementary, Fergus High School, Grass Range Elementary, Grass Range High School, Ayers Elementary, Roy K-12 Schools, Winifred K-12 Schools, Moore Elementary, Moore High School, Deerfield Elementary, Spring Creek Colony Elementary, King Colony Elementary, Hobson K-12 Schools, Judith Gap Elementary, Judith Gap High School, Stanford K-12 Schools, and the Central Montana Learning Resource Center Cooperative (collectively hereinafter "Districts").

WHEREAS, pursuant to section 20-3-363, MCA, the boards of trustees of any two or more school districts may enter into an Multidistrict Agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts and to provide for the joint funding and operation and maintenance of all participating districts upon the terms and conditions as may be mutually agreed to by the districts subject to the conditions of section 20-3-363, MCA;

WHEREAS, an agreement made pursuant to section 20-3-363, MCA, must be approved by the board of trustees of all participating districts by April 1 of the current fiscal year in which the agreement is executed and by April 1 in any subsequent year to which the agreement applies;

WHEREAS, all expenditures in support of the Multidistrict Agreement may be made from the interlocal cooperative fund in accordance with sections 20-9-703 and 20-9-704, MCA. Each participating district of the multidistrict cooperative may transfer funds into the interlocal cooperative fund from the general fund or any other budgeted fund of the district. Transfers to the interlocal cooperative fund from each participating school district's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. All transfers must be completed by April 1 of the current fiscal year in which the agreement is executed and by April 1 in any subsequent year to which the agreement applies;

WHEREAS, in accordance with section 20-9-703, Fergus High School shall be designated as the prime agency. All other participating Districts shall be designated as cooperating agencies;

WHEREAS, each participating District may transfer funds into the interlocal cooperative fund from the general fund or any other budgeted fund of the respective school District. Transfers to the interlocal cooperative fund from each participating school district's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund;

WHEREAS, expenditures from the interlocal cooperative fund are limited to those expenditures that are permitted by law and that are within the final budget for the budgeted fund from which the transfer was made.

NOW THEREFORE, the Districts hereby agree as follows:

1. To create a multidistrict cooperative for the purpose of providing technology services for the participating Districts;
2. To create an interlocal cooperative fund for the purpose of transferring funds from the participating Districts for the purpose(s) stated herein;
3. Fergus High School is designated as the prime agency and as such shall establish a nonbudgeted interlocal cooperative fund for the purpose of the financial administration of this interlocal cooperative agreement.
4. All other participating Districts are designated as the cooperating agencies and in accordance with section 20-9-704, shall transfer its financial support under this agreement to the prime agency by district warrant.
5. Any and all amounts transferred into the interlocal cooperative fund by any participating District shall come from: (1) the respective district's general fund in an amount not to exceed the direct state aid in support of the respective school district's general fund; or (2) any other budgeted fund of a participating District.
6. Any and all amounts transferred into the interlocal cooperative fund by each participating District must be transferred before April 1, 2013.
7. Any and all amounts transferred into the interlocal cooperative fund by each participating District must be for the purpose stated herein.
8. The term of this Agreement shall be from July 1, 2012 to June 30, 2013.
9. This Agreement shall be interpreted according to and governed by the laws of the State of Montana.

As agreed on this ____ day of _____, 20__.

Fergus High School
Prime Agency

Cooperating Agency (please print)

Board Chair, Prime Agency

Board Chair, Cooperating Agency

District Clerk, Prime Agency

District Clerk, Cooperating Agency

LEWISTOWN PUBLIC SCHOOLS

Estimated MultiDistrict OTO Payments for Regional Technology Cooperative Districts

March 8, 2012

LE	District	FY12 State Technology Payment	Estimated MultiDistrict OTO Payment (FY12 State Technology Payment x 2)
0268	Grass Range Elem	337.63	675.26
0269	Grass Range HS	427.15	854.30
1218	Ayers Elem	108.63	217.26
0280	Roy K-12	717.73	1,435.46
0291	Winifred K-12	881.66	1,763.32
0273	Moore Elem	477.74	955.48
0274	Moore HS	623.43	1,246.86
0264	Deerfield Elem	90.58	181.16
0288	Spring Creek Colony Elem	80.03	160.06
0272	King Colony Elem	69.75	139.50
0469	Hobson K-12	1,157.83	2,315.66
0948	Judith Gap Elem	268.43	536.86
0949	Judith Gap HS	396.88	793.76
0464	Stanford K-12	1,144.53	2,289.06
9691	CMLRCC	0.00	0.00
0258	Lewistown Elem	5,414.02	10,828.04
0259	Fergus HS	3,167.69	6,335.38
	Total	15,363.71	<u>\$30,727.42</u>

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

03/12/2012

Agenda Item No.

24

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

ITEM TITLE: APPROVE PERSONNEL REPORT

Requested By: Board of Trustees **Prepared By:** Jason Butcher **Date:** 03/12/2012

SUMMARY:

Attached is the Personnel Report for your review.

SUGGESTED ACTION: Approve All Items

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

NOTES:

<i>Board Action</i>	Motion	Second	Aye	Nay	Abstain	Other
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: March 12, 2012

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
HODIK, Maggie	Special Education Teacher	Garfield Elementary School	Approve letter of resignation	June 30, 2012	See attached letter.
DANIELS, Terri	English Teacher	Lewistown Junior High School	Approve letter of resignation	June 30, 2012	See attached letter.
CECRLE, Gary	Head Girls Basketball Coach	Fergus High School	Approve letter of resignation	March 12, 2012	See attached letter.
JENSEN, John	Activity Bus Driver	School District #1	Approve appointment on schedule at \$16.81 per hour for driving time and \$10.00 per hour wait time (2 hours per day minimum) on an as needed basis	March 12, 2012	John Jensen was previously approved as a substitute by the Board and will now be added to the rotation list for activity trips.
GUYER, Justin	Assistant Tennis Coach	Fergus High School	Approve appointment on schedule—(0.085)	March 12, 2012	See attached memo.
KUNTZELMAN, Rich O'HALLORAN, Brandon Jazz Band Students Jazz Choir Students	Jazz Band Director Jazz Choir Director	Fergus High School	Approve out-of-state travel to attend the Northwest Jazz Festival in Powell, Wyoming	March 28-30, 2012	See attached letter.

February 10, 2012

Dear Mr. Lewis, Mr. Butcher, and Board of Trustees:

Thank you for the opportunity to teach in the Lewistown School District. I have enjoyed my time as a special education teacher at Garfield Elementary; however, with regret I respectfully resign my position at the end of the 2011-2012 school year.

With the recent addition of our son to our family, I have decided to stay home full time and focus my attention on him. This is not a decision I take lightly or that is easy for me. It has taken a lot of thought and consideration, but at this time I feel it is what is best for myself and my family. I hope you understand and can respect my decision.

When the time is right, I would like to continue my career as a teacher and hope that if there is a position available in the future you would not hesitate to consider me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maggie Hodik', with a large, stylized flourish extending to the right.

Maggie Hodik

Terri J. Daniels
615 8th Avenue North
Lewistown, Montana 59457

Mr. Jason Butcher
Superintendent
Lewistown Public Schools
215 7th Avenue South
Lewistown, Montana 59457

March 3, 2012

Dear Mr. Butcher,

Please accept my resignation as eighth grade English teacher at Lewistown Junior High School. I will not be renewing my contract at the end of the school year. My husband has been offered a new position in another part of the state, and our family will be relocating.

I have truly enjoyed working with my students and colleagues at the junior high during the past seven years, and the school district has been very supportive. I wish you all the best.

If I can be of any assistance to you during the remainder of the school year, please let me know.

Sincerely,

Terri Daniels

February 27, 2012

To whom it may concern:

I, Gary Cécile, am formally announcing my resignation from the position of Fergus High School Girls Basketball Head Coach. I will conduct the Awards night and have all inventory done before that time. I want to give you ample notice so that you have adequate time to find a replacement. Thank you for allowing me to coach the past 2 years and for your support. It was a great experience.

Thank you


Gary Cécile



FERGUS HIGH SCHOOL
Jim Daniels, Athletic Director
Jeff Elliott, Activities Director
Wendy Pfau, Athletic Secretary
(406) 535-2321 Fax: (406) 535-3835

TO: Jason Butcher, Superintendent of Schools
FROM: Jim Daniels, Athletic Director / Jeff Elliott, Activities Director
DATE: February 29, 2012
RE: Extracurricular Contract Revision

Please recommend to the Board of Trustees the following contract revision for extracurricular activities for the 2011-2012 School Year. Stipends and salaries are taken from the Collective Bargaining Agreement.

Fergus High School:

Tennis

Justin Guyer	Assistant	(0.085)	\$2,557.91
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3/6/12

Dear School Board and Administration,

The students of the Fergus High School Music Department are looking to compete in the Northwest Jazz Festival this year in Powell, Wyoming on March 27-29th, 2012. We have attended this festival in the past with wonderful results for our students. This is the closest festival of its kind and is extremely important to the growth of our jazz musicians as Fergus High School.

Dates:

March 27-29, 2012

Thank you for your consideration.

Sincerely,

CONFIDENTIAL

Brandon O'Halloran

Music Coordinator

Fergus High School

CONFIDENTIAL

THE BOARD OF TRUSTEES OF LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

2010-2015 GOALS AND STRATEGIC OBJECTIVES

Lewistown Public Schools, as entrusted by the Lewistown Community, provides children with an accountable, high quality, rigorous education in a safe, nurturing environment; developing the full potential of each child and preparing them for lifelong success in their personal lives and careers, wherever they may be in the world.

Goal Area 1: Measurable Student Achievement

Statement of Intended Outcome, 2010-2015: *Lewistown Public Schools has developed an outstanding educational program that ensures that every student achieves the highest academic performance possible and has multiple opportunities to actively participate in both co-curricular and extra-curricular activities offered by our District. We use a multitude of measures to gauge student performance based on district-created progress goals. We adequately prepare students for their career/job choices and life choices. Our staff is highly supporting and enthusiastic about our differentiated approach to instruction.*

Strategic Objectives:

1. Response to Intervention (RTI) is embraced and consistently implemented by staff in every building in the district and is used to monitor and improve student achievement.
2. The District is consistent in each building in developing and implementing both curricula as well as intervention programs to insure student achievement and success.
3. The District has evaluated the high school graduation requirements and its processes for allowing deviation from the requirements for both college bound and vocation bound students.
4. The District is consistent at all levels in developing and implementing differentiated instruction techniques.

Goal Area 2: Facilities

Statement of Intended Outcome, 2010-2015: *Lewistown Public Schools continues to strive for a state-of-the-art facilities program that meets the needs of our students and staff on a long-term basis. We have prioritized our facility needs and have a plan in place for resources necessary to achieve our facilities program. Our facilities program is fully supported by our community. In planning for our facilities, we have adequately addressed the issue of technology and incorporated that in to our facilities plan.*

Strategic Objectives:

1. Develop a comprehensive plan to address the District's building and facilities needs to insure our physical plant can effectively and efficiently address the needs of our students, staff and community for the next 20 years.
2. Secure community support and funding necessary to implement the comprehensive facilities plan.
3. Use gifting and fund-raising via the Central Montana Foundation to assure long-term funding for critical needs in our buildings and grounds.

Goal Area 3: Community / Parental Engagement

Statement of Intended Outcome, 2010-2015: *Lewistown Public Schools has created an environment of collaboration and transparency with families of students and with our community as a whole. Families of students are actively involved in their children's education. The community is highly engaged in helping provide the best education possible for our children. As a result of our community's and family's commitment to public education, we have established a collaborative approach to solving public education issues that includes our local legislators.*

Strategic Objectives:

1. Develop, implement and maintain a consistent, district-wide effort to involve parents and interested community members in our schools.
2. Implement an accepted and used communication system so that information can be shared quickly and effectively with parents and interested community members and to allow easy and effective communication from parents and interested community members with the Board, administration and district staff.
3. Implement a program whereby those parents and community members interested and willing to advocate for public schools with the legislature and state agencies are empowered to do so.

Goal Area 4: Technology

Statement of Intended Outcome, 2010-2015: *Lewistown Public Schools has developed a technology plan that incorporates regular upgrades of both hardware and software and training of staff on existing and new programs. We have successfully incorporated technology into our facilities and all aspects of our educational program in a methodical and effective manner that prepares our students for the real world. We have systems in place to ensure the safety of our students and compliance with District standards.*

Strategic Objectives:

1. Keep technology infrastructure current and sound (routers, switchers, servers, internet service and work stations). Continue to prevent problems and keep technology accessible (security, filtering, preventative updates).
2. Have implemented steps to leverage social networking and other technology to support better teaching and learning by expanding student-to-student and student-to-faculty connections for collaborating beyond the classroom.
3. Provide staff development to ensure that technology standards are implemented in classrooms district wide.
4. Develop and implement efforts to develop a consistent approach/philosophy by our staff to the use of technology in the classroom as an effective and proven learning tool.
5. Determine how the district should help educate parents about the ways their children use technology (in and out of school, for good and bad reasons).

Goal Area 5: Highly Qualified Staff

Statement of Intended Outcome, 2010-2015: *Lewistown Public Schools has developed a recruitment and retention program to ensure that the District hires and retains high quality, effective personnel. Our teachers and other staff have been provided professional development opportunities that directly correlate to the high academic standards set by the District. Our teachers and other staff have embraced the use of technology into all aspects of our educational programs. The staff shares the vision of the Board in providing differentiated educational programs in order to meet the needs of our students and in achieving the District's high academic standards.*

Strategic Objectives:

1. Implement a consistent, rigorous and fair assessment and evaluation process for staff that is understood and supported by administrators and staff.
2. Professional development is tailored to meet the needs of teachers, administrators, and staff. They are part of the planning and assessment of these opportunities.

Goal Area 6: Fiscal Management/Responsibility

Statement of Intended Outcome, 2010-2015: *Lewistown Public Schools has secured adequate, sustainable funding from the State and has developed a process to prioritize the financial resources that we have according to the educational goals set by the District. We have secured funding sources that are not earmarked for specific causes and have the discretion to determine where funds are needed in order to achieve our high standards and our goals. Through our community engagement initiative, our community understands our budgeting process, they support our schools and they understand our needs and the strategic direction of our District.*

Strategic Objectives:

1. Review all financial processes; streamline and consolidate these processes where possible; find ways to improve efficiencies and accountability in our financial processes while reducing, if possible, staff frustration with them.
2. Seek ways to better involve staff in budget development.
3. Carefully assess specific ways in which we can involve community, staff and the Board in better maintaining a strong and influential presence in the next Montana Legislature (2013).
4. The Lewistown Schools leadership team works with outlying communities to determine what cooperative efforts can be made to make the best use of limited resources.
5. Conclude, prior to June 30, 2015, a review of the Strategic Plan's 1-5 year goals and objectives and insure they still represent appropriate and realistic milestones on our way to our 20-year vision.

School District #1 Mission Statement:

Excellence Today, Success Tomorrow

Core Values of the Lewistown Public Schools:

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

BOARD OF TRUSTEES

Stan Monger, Board Chair
 Jeremy Bristol
 Joe Irish
 Lisa Pierce
 Mary Schelle
 Barbara Thomas
 Monte Weeden

**LEWISTOWN PUBLIC SCHOOLS
 2011-2012 SCHOOL CALENDAR**

A. Pupil Instruction

First Semester				90 Days	Second Semester				89 Days
FIRST QUARTER				DAYS	THIRD QUARTER				DAYS
First Week	Aug	24 --	Aug 26	3	First Week	Jan	23 --	Jan 27	5
Second Week	Aug	29 --	Sept 2	5	Second Week	Jan	30 --	Feb 3	5
Third Week	Sept	6 --	Sept 9	4	Third Week	Feb	6 --	Feb 10	5
Fourth Week	Sept	12 --	Sept 16	5	Fourth Week	Feb	13 --	Feb 17	5
Fifth Week	Sept	19 --	Sept 23	5	Fifth Week	Feb	20 --	Feb 23	4
Sixth Week	Sept	26 --	Sept 30	5	Sixth Week	Feb	28 --	Mar 2	4
Seventh Week	Oct	3 --	Oct 7	5	Seventh Week	Mar	5 --	Mar 9	5
Eighth Week	Oct	10 --	Oct 14	5	Eighth Week	Mar	12 --	Mar 16	5
Ninth Week	Oct	17 --	Oct 19	3	Ninth Week	Mar	19 --	Mar 23	5
Tenth Week	Oct	24 --	Oct 28	5					43
				45					

SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
First Week	Oct	31 --	Nov 2	3	First Week	Mar	26 --	Mar 30	5
Second Week	Nov	7 --	Nov 11	5	Second Week	Apr	2 --	Apr 4	3
Third Week	Nov	14 --	Nov 18	5	Third Week	Apr	10 --	Apr 13	4
Fourth Week	Nov	21 --	Nov 22	2	Fourth Week	Apr	16 --	Apr 20	5
Fifth Week	Nov	28 --	Dec 2	5	Fifth Week	Apr	23 --	Apr 27	5
Sixth Week	Dec	5 --	Dec 9	5	Sixth Week	Apr	30 --	May 4	5
Seventh Week	Dec	12 --	Dec 16	5	Seventh Week	May	7 --	May 11	5
Eighth Week	Dec	19 --	Dec 20	2	Eighth Week	May	14 --	May 18	5
Ninth Week	Jan	3 --	Jan 6	4	Ninth Week	May	21 --	May 25	5
Tenth Week	Jan	9 --	Jan 13	5	Tenth Week	May	29 --	Jun 1	4
Eleventh Week	Jan	17 --	Jan 20	4					46
				45					

B. Pupil Instruction Related Days (No School for Students)

		Totals
August 22	All Staff Orientation/PIR	1.0
August 23	PIR	1.0
October 20-21	Staff Development Days - Teachers Convention	2.0
November 2-3	Parent Teacher Conferences (Evening Only on 2nd, All Day on 3rd)	1.5
January 16	PIR	1.0
February 27	PIR	1.0
April 7	Parent Teacher Conference Evening <u>ONLY</u> (Regular School Day for Students)	0.5
		8.0

2011-2012 Regular Board Meetings		
July	25	5:30 p.m.
Aug	8	5:30 p.m.
Aug**	23	7:00 p.m.
Sept	12	7:00 p.m.
Sept	26	7:00 p.m.
Oct	10	7:00 p.m.
Oct	24	7:00 p.m.
Nov	14	7:00 p.m.
Dec	12	7:00 p.m.
Jan	9	7:00 p.m.
Feb	13	7:00 p.m.
Mar	12	7:00 p.m.
Apr	9	7:00 p.m.
May	14	7:00 p.m.
June	11	5:30 p.m.

C. Holidays (Dates Inclusive)

September 5	Labor Day
October 20-21	Fall Vacation (Teachers -- Convention)
November 3	Parent Teacher Conferences (Vacation Day for Students)
November 4	Vacation Day
November 23-25	Thanksgiving Vacation
December 21 - January 2	Christmas Vacation
January 16	PIR (Vacation Day for Students)
February 24	Vacation Day
February 27	PIR (Vacation Day for Students)
April 5-9	Spring Break
May 28	Memorial Day