

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

**Highland Park Elementary – Gymnasium
1312 7th Avenue North
Lewistown MT 59457**

MONDAY, November 14, 2011

BOARD ROUNDTABLE DISCUSSION – HIGHLAND PARK 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—Montana State Reading Council, Literacy Award
4. Discussion—Softball Coop
5. Report—Student Representative
6. Report—Committees of the Board
7. Discussion—Eight Characteristics of Effective School Boards
8. Discussion—Facilities
9. Calendar Items, Concerns, Correspondence, Etc.

SUPERINTENDENT'S REPORT

10. Report—Investment
11. Other Items

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

13. Minutes of the October 24, 2011, Regular Board Meeting

APPROVAL OF CLAIMS

14. Claims

CONSENT GROUP ITEMS

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

INDIVIDUAL ITEMS

16. Approve Personnel Report
17. First Reading—Board Policy #5333—Holidays
18. Approve Recommendation to Engage American Fidelity as the Third Party Administrator for the Lewistown Public Schools

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

11/14/2011

Agenda Item No.

3

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

ITEM TITLE: PRESENTATION—MONTANA STATE READING COUNCIL, LITERACY AWARD

Requested By: Board of Trustees **Prepared By:** Margee Smith **Date:** 11/14/2011

SUMMARY:

Margee Smith, on behalf of the Montana State Reading Council, would like to present the 2011 Literacy Award to the Lewistown PTO for their contributions in promoting literacy.

Margee is a member of the local reading council and is the chairperson for the Literacy Award program. The local reading council nominated the Lewistown PTO for this well deserved award.

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

11/14/2011

Agenda Item No.

4

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

ITEM TITLE: DISCUSSION—SOFTBALL COOP

Requested By: Board of Trustees **Prepared By:** _____ **Date:** 11/14/2011

SUMMARY:

A group of individuals from the community of Hobson would like to discuss with the Board of Trustees about the possibility of participating in the Fergus High School Softball Program.

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

11/14/2011

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:** Sydney Stivers **Date:** 11/14/2011

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, November 14, 2011

F CLUB:

- Sent flowers to Gordon Viertel's funeral on behalf of FHS
- Sending money to Seamus Memorial Fund
- Trying to decide where to put the Hall of Fame

NHA:

- Blood Drive on Tuesday, December 6, 2011

BPA:

- Operation Christmas Child
- Opening the coffee shop before school and during lunch

SKILLS USA:

- Selling Jack Links Beef Jerky
- Continuing to prepare for the State Conference

FFA:

- Student Ag Expo results – 24 FHS competitors – Meats Team placed 5th out of 60 teams competing
- Taking leadership workshops and seminars
- Help hang Christmas lights on the Main Street light poles

FCCLA:

- Selling Pies – apple, peach, cherry, blueberry, and raspberry. No pumpkin this year--county sanitarian says no to cream pies because of food borne illness possibility.
- Angel Tree
- District FCCLA Conference was in Lewistown on November 1, 2011, bringing in 100 students from six surrounding schools. Three new District officers from Fergus were elected:
 - Callie Jo Dixon – 2nd Vice President
 - Jessica Seal – First Vice President
 - Tiffany Berberet – Public Relations Chair

ART CLUB:

- Designing feathers for a Festival Of Trees tree
- Will be selling custom ornaments and bells around Christmas – half of the proceeds will go to the Salvation Army

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

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:** 11/14/2011

SUMMARY:

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

The Board Gaining Committee met on Tuesday, November 8, 2011, at noon.

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

11/14/2011

Agenda Item No.

7

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

ITEM TITLE: DISCUSSION—EIGHT CHARACTERISTICS OF EFFECTIVE SCHOOL BOARDS

Requested By: Board of Trustees **Prepared By:** Board of Trustees **Date:** 11/14/2011

SUMMARY:

The Board of Trustees would like to review the “Eight Characteristics of Effective School Boards” and discuss the implementation of these characteristics.

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						



Eight Characteristics of Effective School Boards

What makes an effective school board – one that positively impacts student achievement? From a research perspective, it's a complex question. It involves evaluating virtually all functions of a board, from internal governance and policy formulation to communication with teachers, building administrators, and the public.

But the research that exists is clear: boards in high-achieving districts exhibit habits and characteristics that are markedly different from boards in low-achieving districts. So what do these boards do? Here are eight characteristics:

1. Effective school boards commit to a **vision** of high expectations for **student achievement** and **quality instruction** and define clear **goals** toward that vision.
2. Effective school boards have strong **shared beliefs and values** about what is possible for students and their ability to learn, and of the system and its ability to teach all children at high levels.
3. Effective school boards are **accountability** driven, spending less time on operational issues and more time focused on **policies** to improve student achievement.
4. Effective school boards have a **collaborative relationship with staff and the community** and establish a strong communications structure to **inform and engage** both internal and external stakeholders in setting and achieving district goals.
5. Effective school boards are **data savvy**: they embrace and monitor data, even when the information is negative, and use it to drive **continuous improvement**.
6. Effective school boards **align** and sustain resources, such as **professional development**, to meet district goals.
7. Effective school boards lead as a **united team with the superintendent**, each from their respective roles, with strong collaboration and mutual trust.
8. Effective school boards take part in **team development and training**, sometimes with their superintendents, to build shared knowledge, values and commitments for their improvement efforts.

Though the research on school board effectiveness is in the beginning stages, the studies included in the report make it clear that school boards in high-achieving districts have attitudes, knowledge and approaches that separate them from their counterparts in lower-achieving districts. In this era of fiscal constraints and a national environment focused on accountability, boards in high-performing districts can provide an important blueprint for success. In the process, they can offer a road map for school districts nationwide.

Related Finding: Stability of Leadership

One study noted that fast-moving districts had political and organizational stability, as evidenced by low rates of school board and superintendent turnover. Another echoed those points, concluding two characteristics of high achieving districts were long tenures by superintendents. A third study noted the long tenure of board members and superintendents in high-achieving districts. "They set their courses and stayed with them for years," the study said. Among the five successful districts profiled, superintendents in three districts had been at their jobs for at least eight years. In most of those profiled, the majority of board members had been serving in that capacity for 10 or more years allowing superintendents and boards to grow together in their approaches to change and to better understand each other's work.

A Dozen Danger Signs

While this report did not specifically focus on characteristics of ineffective school boards, it may be helpful to review some of the descriptions of ineffective boards mentioned in the research:

1. Only vaguely aware of school improvement initiatives, and seldom able to describe actions being taken to improve student learning.
2. Focused on external pressures as the main reasons for lack of student success, such as poverty, lack of parental support, societal factors, or lack of motivation.
3. Offer negative comments about students and teachers.
4. Micromanage day-to-day operations.
5. Disregard the agenda process and the chain of command.
6. Left out the information flow; little communication between board and superintendent.
7. Quick to describe a lack of parent interest in education or barriers to community outreach.
8. Looked at data from a "blaming" perspective, describing teachers, students and families as major causes for low performance.
9. Little understanding or coordination on staff development for teachers.
10. Slow to define a vision.
11. Did not hire a superintendent who agreed with their vision.
12. Little professional development together as a board.

For the complete report, visit www.centerforpubliceducation.org

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

8

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

ITEM TITLE: DISCUSSION—FACILITIES

Requested By: Board of Trustees **Prepared By:** Board of Trustees **Date:** 11/14/2011

SUMMARY:

The Board of Trustees would like to continue the discussion on facilities. At this time projects in process are installing an elevator at the junior high school and replacing the roof on the Lincoln Building. Work is currently being done on the practice football field at Fergus High School due to flood damage. A temporary storage shed may need to be rented to store items from the junior high school during construction of the elevator.

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

11/14/2011

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:** 11/14/2011

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

11/14/2011

Agenda Item No.

10

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

ITEM TITLE: REPORT—INVESTMENT

Requested By: Superintendent **Prepared By:** Mike Waterman **Date:** 11/14/2011

SUMMARY:

Attached is the report on the interest earned and distributed for October 2011.

The first column of the report reflects the cash balance in various funds as of October 1, 2011.

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#: 26 To: 27

Acct Mask: _____

Sort By Acct

Print Internal Accounts Only

Type: HS Interest Posting Date: 10/31/2011 Amount Distributed: \$1,140.19 Control#: 26
 Posting Description: Interest Distribution 9/30/2011 Entry#: 197

Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount	Internal?
201.00.000.0000.101.000	\$286,651.71	30	.1081469	\$123.31	\$286,651.71		\$0.00	Yes
210.00.000.0000.101.000	\$375,919.79	30	.1418256	\$161.71	\$375,919.79		\$0.00	Yes
211.00.000.0000.101.000	\$462,848.92	30	.1746219	\$199.10	\$462,848.92		\$0.00	Yes
213.00.000.0000.101.000	\$0.00	30	.0000000	\$0.00	\$0.00		\$0.00	Yes
214.00.000.0000.101.000	\$218,340.83	30	.0823748	\$93.92	\$218,340.83		\$0.00	Yes
217.00.000.0000.101.000	\$0.00	30	.0000000	\$0.00	\$0.00		\$0.00	Yes
218.00.000.0000.101.000	\$20,124.62	30	.0075925	\$8.66	\$20,124.62		\$0.00	Yes
220.00.000.0000.101.000	\$10,146.88	30	.0038282	\$4.36	\$10,146.88		\$0.00	Yes
221.00.000.0000.101.000	\$25,310.84	30	.0095492	\$10.89	\$25,310.84		\$0.00	Yes
224.00.000.0000.101.000	\$163,485.58	30	.0616792	\$70.33	\$163,485.58		\$0.00	Yes
228.00.000.0000.101.000	\$97,795.02	30	.0368957	\$42.07	\$97,795.02		\$0.00	Yes
229.00.000.0000.101.000	\$97,714.03	30	.0368652	\$42.03	\$97,714.03		\$0.00	Yes
260.00.000.0000.101.000	\$67,286.48	30	.0253856	\$28.94	\$67,286.48		\$0.00	Yes
261.00.000.0000.101.000	\$605,695.48	30	.2285146	\$260.56	\$605,695.48		\$0.00	Yes
281.00.000.0000.101.000	\$89,761.28	30	.0338648	\$38.61	\$89,761.28		\$0.00	Yes
282.00.000.0000.101.000	\$129,494.59	30	.0488552	\$55.70	\$129,494.59		\$0.00	Yes
Control# 26 Total:	\$2,650,576.05		.9999994	\$1,140.19	\$2,650,576.05		\$0.00	

Balance Calculations based on Prior Month Ending Balances as of 9/30/2011

Type: Interest Posting Date: 10/31/2011 Amount Distributed: \$1,626.49 Control#: 27
 Posting Description: Interest Distribution 9/30/2011 Entry#: 198

Account Number	Final Cash	Days	Percent	Amount	Original Cash	Redirect	Redirect Amount	Internal?
101.00.000.0000.101.000	\$392,870.35	30	.1205303	\$196.04	\$392,870.35		\$0.00	Yes
110.00.000.0000.101.000	\$615,556.15	30	.1888491	\$307.16	\$615,556.15		\$0.00	Yes
111.00.000.0000.101.000	\$862,346.33	30	.2645629	\$430.31	\$862,346.33		\$0.00	Yes
112.00.000.0000.101.000	\$114,194.62	30	.0350342	\$56.98	\$114,194.62		\$0.00	Yes

Lewistown School District No. One

Investment Distribution Detail Report

Fiscal Year: 2011-2012

Criteria: From Control#: 26 To: 27

Acct Mask: _____

Sort By Acct

Print Internal Accounts Only

113.00.000.0000.101.000	\$0.00	30	.0000000	\$0.00	\$0.00	\$0.00	Yes
114.00.000.0000.101.000	\$444,045.74	30	.1362307	\$221.58	\$444,045.74	\$0.00	Yes
120.00.000.0000.101.000	\$10,454.15	30	.0032073	\$5.22	\$10,454.15	\$0.00	Yes
121.00.000.0000.101.000	\$51,607.21	30	.0158328	\$25.75	\$51,607.21	\$0.00	Yes
124.00.000.0000.101.000	\$85,701.26	30	.0262926	\$42.76	\$85,701.26	\$0.00	Yes
128.00.000.0000.101.000	\$25,389.24	30	.0077893	\$12.67	\$25,389.24	\$0.00	Yes
129.00.000.0000.101.000	\$91,362.34	30	.0280294	\$45.59	\$91,362.34	\$0.00	Yes
150.00.000.0000.101.000	\$123,668.68	30	.0379408	\$61.71	\$123,668.68	\$0.00	Yes
160.00.000.0000.101.000	\$8,750.52	30	.0026846	\$4.37	\$8,750.52	\$0.00	Yes
161.00.000.0000.101.000	\$433,567.94	30	.1330161	\$216.35	\$433,567.94	\$0.00	Yes
Control# 27 Total:	\$3,259,514.53		1.0000001	\$1,626.49	\$3,259,514.53	\$0.00	

Balance Calculations based on Prior Month Ending Balances as of 9/30/2011

End of Report

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

11

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

ITEM TITLE: OTHER ITEMS

Requested By: Superintendent **Prepared By:** Superintendent **Date:** 11/14/2011

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.

- ❖ Parent/Teacher Conferences
- ❖ Roundtable Schedule—Monday, December 12, 2011—Lewis & Clark—6:00 p.m.
- ❖ Training for Gaining Team—Wednesday, November 16, 2011—8:30 a.m.
- ❖ Superintendent's Evaluation
- ❖ WR—First Day of Practice—Thursday, November 17, 2011
- ❖ District 8 Honor Band and Choir—Thursday, November 17, 2011
- ❖ FHS Musical "Grease"—November 18-19, 2011—FCPA
- ❖ BBB/GBB—First Day of Practice—Monday, November 21, 2011
- ❖ No School—November 23-25, 2011—Thanksgiving Vacation
- ❖ LJHS Choir Concert—Thursday, December 1, 2011—7:00 p.m.—FCPA
- ❖ Little Basketball Tournament—December 3-4, 2011—FHS Fieldhouse—TBA
- ❖ Booster Meeting—Monday, December 5, 2011—7:00 p.m.—Yogo Inn
- ❖ PTO Meeting—Monday, December 5, 2011—7:00 p.m.—Highland Park Elementary
- ❖ FHS Winter Band Concert—Tuesday, December 6, 2011—7:00 p.m.—FCPA
- ❖ Lewis & Clark Band/Choir Concert—Thursday, December 8, 2011—7:00 p.m.—FCPA
- ❖ Home Athletic Games/Meets:
 - WR vs. CMR JV/GFH JV/Glasgow/Fairfield/Choteau—Thursday, December 8
 - BBB/GBB vs. Malta—Saturday, December 10, 2011—2:00/3:30/5:00/6:30 p.m.

SUGGESTED ACTION: Informational

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

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
Board Action						
Bristol						
Irish						
Monger						
Pierce						
Schelle						
Thomas						
Weeden						

BOARD OF TRUSTEES ROUNDTABLE SCHEDULE

2011-2012

Date	Group	Time	Meeting Site
November 14, 2011	Highland Park Elementary	6:00-7:00 p.m.	Highland Park Elementary School
December 12, 2011	Lewis and Clark Elementary	6:00-7:00 p.m.	Lewis & Clark Elementary School
January 9, 2012	Garfield Elementary	6:00-7:00 p.m.	Garfield Elementary School
February 13, 2012	FHS Staff	6:00-7:00 p.m.	Fergus High School
March 12, 2012	Junior High School	6:00-7:00 p.m.	Junior High School
April 9, 2012	LEA Executive Board	6:00-7:00 p.m.	Lincoln Board Room

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

12

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

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

Requested By: Board of Trustees **Prepared By:** _____ **Date:** 11/14/2011

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

11/14/2011

Agenda Item No.

13

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

ITEM TITLE: MINUTES

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 11/14/2011

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the October 24, 2011, Regular Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

Additional Information Attached Estimated cost/fund source _____

NOTES:

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

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

**LINCOLN BOARD ROOM
215 Seventh Avenue South
Lewistown, Montana 59457**

MONDAY, October 24, 2011

REGULAR BOARD MEETING

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

1. ROLL CALL

TRUSTEES PRESENT:

Board Chair Stan Monger, Barb Thomas, Joe Irish, Mary Schelle, Jeremy Bristol (7:16 p.m.), Lisa Pierce

TRUSTEES ABSENT:

Monte Weeden

STAFF PRESENT:

Superintendent Jason Butcher, Business Manager/District Clerk Mike Waterman, Sandi Chamberlain, Andrea Payne, Michelle Trafton, Mari Beth Chamberlin, Cindy Gremaux, Lynn Lensing, Jackie Rickl, Scott Dubbs

OTHERS PRESENT:

Student Representative Sydney Stivers, Joe Zahler-KXLO/KLCM Radio; David Murray-Lewistown News-Argus, and other interested parties.

2. PLEDGE OF ALLEGIANCE

The group recited the Pledge of Allegiance.

BOARD OF TRUSTEES

3. PRESENTATION—MICHELLE TRAFTON, WALK TO MATH

Michelle Trafton, Elementary Principal, along with Mari Beth Chamberlin, Cindy Gremaux, Lynn Lensing, and Jackie Rickl, provided information regarding the Walk to Math Program and the success this program has had at Lewis and Clark Elementary.

4. REPORT—STUDENT REPRESENTATIVE

Sydney Stivers, student representative to the Board, reported on upcoming activities at Fergus High School.

5. REPORT—COMMITTEES OF THE BOARD

The Building and Grounds Committee met on October 17, 2011, at 7:00 am., to discuss the fire escapes at Lewistown Junior High School. The Gainers are scheduled for training on November 16, 2011, and a meeting was set for November 8, 2011, at noon for the committee members to familiarize themselves with the contract.

6. DISCUSSION—FACILITIES

The Board of Trustees continued the discussion on facilities. At this time projects in process are installing an elevator at the junior high school and replacing the roof on the Lincoln Building. Work is currently being done on the practice football field at Fergus High School to correct the damage caused by the spring flooding.

7. CALENDAR ITEMS, CONCERNS, CORRESPONDENCE, ETC.

Mary Schelle reported that the MTSBA Board met at MCEL. The organization remains financially strong and recently inducted new officers.

SUPERINTENDENT'S REPORT

8. REPORT—INVESTMENT

Interest earned and distributed for September 2011, was reported with \$1,756.24 in the elementary funds and \$1,331.57 in the high school funds for a total of \$3,087.81.

9. OTHER ITEMS

Jason Butcher, Superintendent, discussed with the Trustees regarding a recap of MCEL and reminded them about the schedules for the Board Tours and 2011 Roundtable sessions. The Board also reviewed dates for upcoming District events.

PUBLIC PARTICIPATION

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

There was no public input.

ACTION ITEMS

MINUTES

11. MINUTES OF THE OCTOBER 10, 2011, REGULAR BOARD MEETING – approved unanimously (Thomas/Irish).

APPROVAL OF CLAIMS

12. CLAIMS – The claims referenced in the 2011-12 Bill Schedule and submitted through October 20, 2011, were approved unanimously (Pierce/Irish).

CONSENT GROUP ITEMS – approved unanimously (Irish/Thomas).

13. APPROVE ADDITIONS TO SUBSTITUTE LIST FOR THE 2011-2012 SCHOOL YEAR – Substitute Teacher/Aide List—Cheryl Bannes, Russell Epperson, Kyla Jenkins, and Bridgett Johnson; Substitute Custodian List—William Brockett.

INDIVIDUAL ITEMS

14. APPROVE PERSONNEL REPORT – See Exhibit A – approved unanimously (Bristol/Pierce).

15. SECOND READING—BOARD POLICY #1400—BOARD MEETINGS – approved unanimously (Irish/Bristol). Trustee Mary Schelle suggested a planning session to ensure that the upcoming meetings address the issues that are important to the Board and the Board is successfully implementing MTSBA's "Eight Characteristics of an Effective Board". That session will occur at the November 14, 2011, regular Board meeting.

16. APPROVE IDEA PART B FEDERAL FLOW-THROUGH APPLICATION TO CMLRCC FOR SPECIAL EDUCATION EXPENSES – approved unanimously (Thomas/Pierce).

ADJOURNMENT

The meeting was adjourned at 8:00 p.m. The next Board meeting will be held at 7:00 p.m. on Monday, November 14, 2011, at the Highland Park Elementary Gymnasium (Bristol – unanimous).

STAN MONGER
BOARD CHAIR

MIKE WATERMAN
BUSINESS MANAGER/CLERK

“EXHIBIT A”

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: October 24, 2011

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
RICKL, Lindsey	Playground Aide	Garfield Elementary School	Approve revision of contract to reflect additional assignment—AIDE III Step 0 for up to one (1) hour per day	October 24, 2011	See attached memo.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

14

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

ITEM TITLE: CLAIMS

Requested By: Board of Trustees **Prepared By:** Sherry Martin **Date:** 11/14/2011

SUMMARY:

Approve claims paid through November 10, 2011, as approved by the Finance Committee.

Members of the Finance Committee for October-December 2011 include: Stan Monger, Joe Irish, Lisa Pierce, and Barb Thomas.

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

11/14/2011

Agenda Item No.

15

<u>Agenda Items</u>	<u>Additional Information</u>
<p>15. 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

11/14/2011

Agenda Item No.

15

- 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:** 11/14/2011

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:

Kelly Wolfe

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

16

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

ITEM TITLE: APPROVE PERSONNEL REPORT

Requested By: Board of Trustees **Prepared By:** Jason Butcher **Date:** 11/14/2011

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: November 14, 2011

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
MILLER, Mary	Resource/Playground Aide	Lewis & Clark Elementary	Approve revision of contract to reflect changes in duties assigned—AIDE II Step 2+45 for up to 4.75 hours per day and AIDE III Step 2+45 for up to 2.50 hours per day	November 14, 2011	See attached memo.
FINUCANE, Kristin	Food Server	Lewis & Clark Elementary	Approve appointment on schedule—FOOD SERVER Step 0 for up to 2.25 hours per day for up to 128 days	November 14, 2011	See attached hiring recommendation.
WRIGHT, Joshua	Custodian	Fergus High School	Approve appointment on schedule—MAINT II Step 0 for up to 8 hours per day for up to 260 hours per year	November 14, 2011	See attached hiring recommendation.
EIKE, Mandie BREIDENBACH, Brad DRIVDAHL, Loren DURBIN, Karen LEWIS, Diane LONG, Jared	Vocational Arts Curriculum Team	School District #1	Approve appointment at \$15.00 per hour for up to a maximum of 12 hours	November 14, 2011	See attached memo.
GRUENER, Brenda FRADLEY, Barb FRIESEN, Jeff	Library Media Curriculum Team	School District #1	Approve appointment at \$15.00 per hour for up to a maximum of 12 hours	November 14, 2011	See attached memo.

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: November 14, 2011

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
BRAULICK, Doug SMITH, Margee GEE, Amanda FITZGERALD, Traci PAYNE, Andrea MARSDEN, Bruce REED, Jill COLE, Rachel FERGUSON, Krystal KEPLER, Mary WEINHEIMER, LeeAnne RODGERS, Bethany KUNTZELMAN, Rich O'HALLORAN, Brandon ARMSTAD, Sandy	Fine Arts Curriculum Team	School District #1	Approve appointment at \$15.00 per hour for up to a maximum of 12 hours	November 14, 2011	See attached memo.
WELSH, Devney GIEDD, Pat STIVERS, Germaine KIRSCH, Beth MARSDEN, Bruce FOX, Sandy LENSING, Lynn COLE, Rachel FRADLEY, Barb FLENTIE, Suzy MILLER, Kim BREIDENBACH, Brad FRIESEN, Jeff LEWIS, Diane	Technology Curriculum Team	School District #1	Approve appointment at \$15.00 per hour for up to a maximum of 12 hours	November 14, 2011	See attached memo.

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

PERSONNEL REPORT FOR BOARD ACTION

DATE: November 14, 2011

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>COMMENTS</i>
BJELLAND, Annette JENNESS, Ashley BUEHLER, DeeAnn ARMSTRONG, Chad BREIDENBACH, Sherry MANGOLD, Mike OLSON, Steve	Health Enhancement Curriculum Team	School District #1	Approve appointment at \$15.00 per hour for up to a maximum of 12 hours	November 14, 2011	See attached memo.

Memorandum

To: Jason Butcher, Superintendent
From: Michelle Trafton, Lewis & Clark Principal
Date: November 1, 2011
Re: Contract Revision

Following is a recommendation for a contract revision for Mary Miller to reflect new duties assigned at Lewis & Clark Elementary:

Mary Miller:

AIDE II Step 2+45	Up to 4.75 hours per day	Up to 180 days
AIDE III Step 2+45	Up to 2.50 hours per day	Up to 180 days

Mary will no longer be working as a Food Server at Lewis & Clark Elementary. This will allow Mary to assist on the playground and with resource needs – .75 hours were added to the resource position (AIDE II) and 1.25 hours for playground (AIDE III). The total number of hours per day did not change.

Thank you.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

HIRING RECOMMENDATION

The selection committee has reviewed the candidate's application and related data. On the basis of their review they recommend:

Kristin Finucane

For:

Job Title Food Server

Classification FOOD SERVER

Step 0

Work location Lewis & Clark Elementary

Date to begin work November 14, 2011

Days per yr/Hrs per day 128 days per year / up to 2.25 hours per day

SELECTION COMMITTEE: Cindy Giese

RECOMMENDATION APPROVED

RECOMMENDATION NOT APPROVED

Superintendent of Schools

If approved, the Superintendent will recommend to the Trustees at their regular meeting on November 14, 2011.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

HIRING RECOMMENDATION

The selection committee has reviewed the candidate's application and related data. On the basis of their review they recommend:

Joshua Wright

For:

Job Title

Custodian

Classification

MAINT II

Step

0

Work location

Fergus High School

Date Effective

November 14, 2011

Days per yr/Hrs per day

260 days per year / 8 hours per day

SELECTION COMMITTEE:

Joel Bennett

Jeff Elliott

Paul Stengel

RECOMMENDATION APPROVED

RECOMMENDATION NOT APPROVED

Superintendent of Schools

If approved, the Superintendent will recommend to the Trustees at their regular meeting on November 14, 2011.

Memorandum

To: Jason Butcher, Superintendent
CC: Mike Waterman, Business Manager; Sandi Chamberlain, Administrative Assistant
From: Scott A. Dubbs, Curriculum & Assessment
Date: November 10, 2011
Re: Curriculum Team Work

Listed below are curriculum teams who may spend time on this year's scheduled curriculum review and adoption process outside of their normal working hours; i.e. evening hours, rather than using substitute time during the school day. In many respects this is a positive move as garnering numerous substitutes can be very difficult or impossible and it encourages teachers to remain in the classroom.

The District had two teams formally make this request last school year as this type of reimbursement has been a past practice of the Lewistown Schools for curriculum team work during their review or assessment year. This specific request includes a listing for all current curriculum teams in review but it is not expected that all will take advantage of evening work.

The rate of pay for teachers is \$15.00 per hour and is only available when working with their team. Administrators have not qualified for this reimbursement in the past but are critical parts of our teams. Additionally, each team member is limited to a maximum of twelve hours for reimbursement. The expense for this reimbursement is offset by the real cost of guest teachers; and as mentioned above the real benefit is that it allows these teachers to remain in class. In order to qualify for the hourly payment, time spent must be outside of the regular school day, which is defined by past practice from 8:00 a.m. to 4:00 p.m.

Teachers on each curriculum team are as follows:

Vocational Arts Curriculum:

- Mandie Eike
- Brad Briedenbach
- Loren Drivdahl
- Karen Durbin
- Diane Lewis
- Jared Long

Fine Arts Curriculum:

- Doug Braulick
- Margee Smith
- Amanda Gee
- Traci Fitzgerald
- Andrea Payne
- Bruce Marsden

- Jill Reed
- Rachel Cole
- Krystal Ferguson
- Mary Kepler
- LeeAnne Weinheimer
- Bethany Rogers
- Rich Kuntzelman
- Brandon O'Halloran
- Sandy Armstad

Library Media Curriculum:

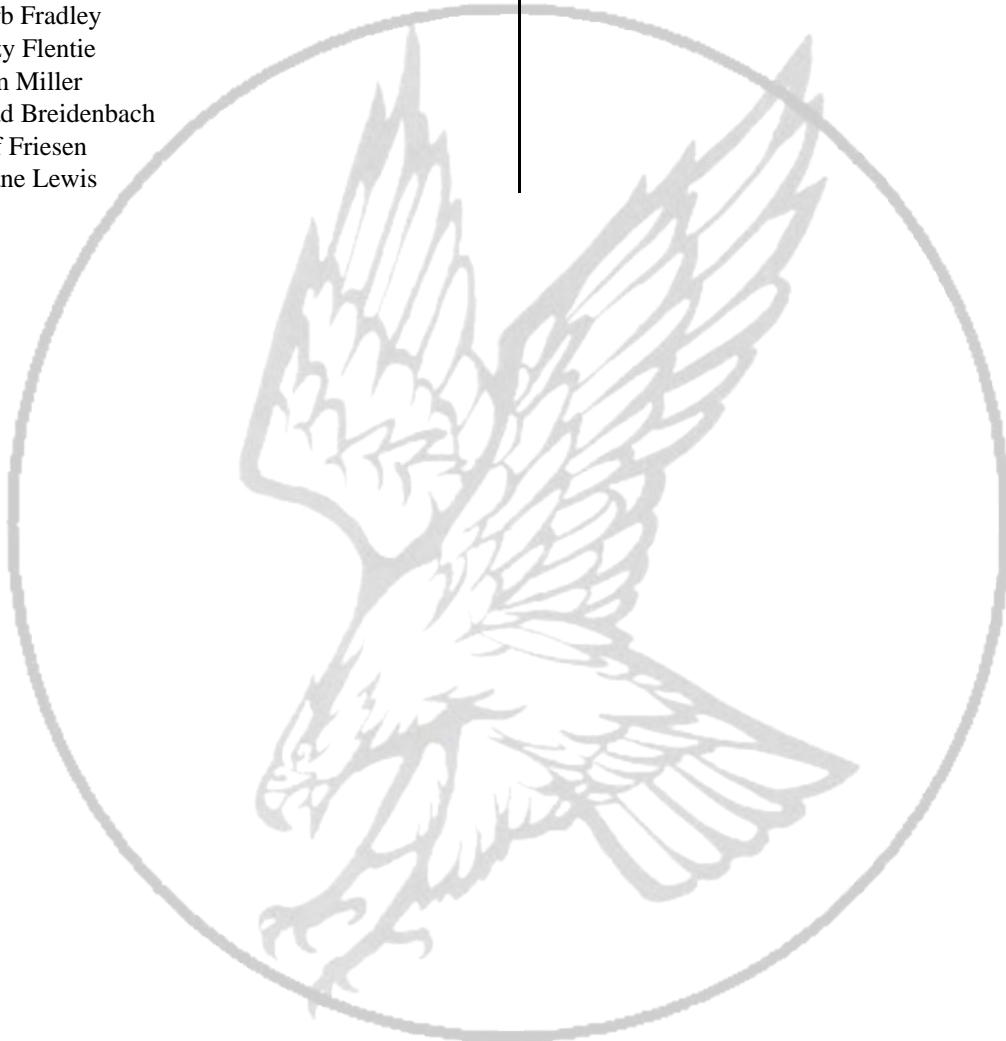
- Brenda Gruener
- Barb Fradley
- Jeff Friesen

Technology Curriculum:

- Devney Welsh
- Pat Geidd
- Germaine Stivers
- Beth Kirsch
- Bruce Marsden
- Sandy Fox
- Lynn Lensing
- Rachel Cole
- Barb Fradley
- Suzy Flentie
- Kim Miller
- Brad Breidenbach
- Jeff Friesen
- Diane Lewis

Health Enhancement Curriculum:

- Annette Bjelland
- Ashley Jenness
- DeeAnn Buehler
- Chad Armstrong
- Sherry Breidenbach
- Mike Mangold
- Steve Olson
- Robert Rutledge



LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

17

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

ITEM TITLE: FIRST READING—BOARD POLICY #5333—HOLIDAYS

Requested By: Board of Trustees
Prepared By: Mike Waterman
Date: 11/14/2011

SUMMARY:

The Board of Trustees needs to approve the first reading of Board Policy #5333—Holidays.

Information being deleted from this policy has been marked with a ~~striketrough~~; information being added has been highlighted.

SUGGESTED ACTION: Approve First Reading of Board Policy #5333—Holidays

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						

FIRST READING

Lewistown School District PERSONNEL

5333

Holidays

Holidays for certified staff are dictated in part by the school calendar. Temporary employees shall not receive holiday pay. Part-time employees shall receive holiday pay on a prorated basis.

The holidays required for **twelve-(12)-month** classified staff, ~~by § 20-1-305, MCA,~~ are:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Memorial Day
7. State and national election days when the school building is used as a polling place and the conduct of school would interfere with the election process of the polling place.

Twelve-(12)-month employees will be granted an additional two (2) floating days per year.

In those cases where an employee, as defined above, is required to work any of these holidays, another day shall be granted in lieu of such holiday unless the employee elects to be paid for the holiday in addition to the employee's regular rate of pay for all time worked on the holiday.

In cases where one of the above holidays falls on Sunday, the following Monday shall ~~not~~ be a holiday. In those cases where one of the above holidays falls on Saturday, the preceding Friday shall ~~not~~ be a holiday.

If a holiday occurs during the period in which vacation is being taken by an employee, the holiday shall not be charged against the employee's annual leave.

All seasonal classified employees will receive five (5) paid holidays per school year as follows, no matter which day of the week that the holiday may fall:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

The effective date of this policy revision is December 2005 and will include Christmas Day 2005 and New Year's Day 2006.

Legal Reference: § 20-1-305, MCA School holidays

Policy History:

Adopted on: June 28, 2004

Revised on: January 23, 2006

Revised on: August 24, 2010

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

11/14/2011

Agenda Item No.

18

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

ITEM TITLE: APPROVE RECOMMENDATION TO ENGAGE AMERICAN FIDELITY AS THE THIRD PARTY ADMINISTRATOR FOR THE LEWISTOWN PUBLIC SCHOOLS

Requested By: Board of Trustees **Prepared By:** Mike Waterman **Date:** 11/14/2011

SUMMARY:

The Lewistown School District offers employees the ability to voluntarily deduct money from their paychecks and invest it in retirement accounts. These plans are known as 403(b) and 457 programs. The District currently uses the services of a Third Party Administrator ("TPA") to administer these retirement plans. The TPA provides several essential services: they track employee contributions to ensure they are within the legal limits, and they also administer the loans and hardship withdrawals from these accounts. Our current TPA, Great American Financial, recently sold this segment of their business. As a result, we need to find a new TPA.

The least expensive offer we have found is from American Fidelity: they charge \$1 per employee per month. This fee is NOT charged to the District—rather, it is passed on to the employee's investment company. Administration recommends engaging American Fidelity for this service. Their Administrative Services Agreement and Addendum are attached for your consideration.

SUGGESTED ACTION: Approve American Fidelity as the Third Party Administrator for the Lewistown Public Schools

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						

SECTION 403(b) PLAN ADMINISTRATIVE SERVICES AGREEMENT

THIS Section 403(b) Plan Administrative Services Agreement ("Agreement") is made by and between American Fidelity Assurance Company, d/b/a AFPlanServ™ ("AFA" or "AFPlanServ™") and **LEWISTOWN SCHOOL DISTRICT** the Plan Sponsor and Plan Administrator ("Sponsor").

WHEREAS, Sponsor affirms that it is eligible for, has established, and is responsible for the administration of a Deferred Compensation Retirement Plan for its employees under Section 403(b)(1) ("Plan") of the Internal Revenue Code of 1986 ("IRC"), as amended and applicable state law; and

WHEREAS, Sponsor has established a plan that is not subject to the regulations of the Employee Retirement Income Security Act of 1974 (ERISA), and

WHEREAS, AFPlanServ™ is in the business of managing and performing administrative services on behalf of school district Plan sponsors and has developed systems, facilities and techniques for servicing such Plans; and

WHEREAS, Sponsor desires to engage AFPlanServ™ to provide certain administrative, clerical and other duties related to Sponsor's obligations to the Plan, and

WHEREAS, Sponsor and AFPlanServ™ desire to set forth their understanding of the duties and services to be performed by both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the value of which is hereby acknowledged by both parties, AFPlanServ™ and Sponsor agree as follows:

ARTICLE I - EFFECTIVE DATE

1.01 Effective Date. This Agreement shall be effective as of the latter date shown on the signature page below and shall continue until terminated as set forth herein.

ARTICLE II - RELATIONSHIP OF PARTIES

2.01 Nonexclusive Arrangement. Nothing herein shall prevent or restrict AFPlanServ™ from providing the same or similar administrative services to other school districts or employer groups, whether or not affiliated with either party, in any jurisdiction.

2.02 Role of AFPlanServ™. AFPlanServ™ shall be considered a provider of Plan administrative services on behalf of Sponsor. Such services are limited to those described herein and as selected and designated by Sponsor during the term of this Agreement. AFPlanServ™ shall not be considered the "Plan Sponsor" or "Plan Administrator" for purposes of the IRC and any other applicable federal or state law and supporting regulations. Rather, the duties of AFPlanServ™ hereunder shall not be deemed to confer or delegate any discretionary authority or discretionary responsibility in the administration of the Plan. Sponsor acknowledges and agrees that AFPlanServ™ shall not have discretionary authority, responsibility or control over Plan adoption, management and/or compliance, or over disposition of assets of the Plan as a result of this Agreement. AFPlanServ™ shall not be responsible or liable for complying with the provisions of any federal, state or local laws, regulations or notices pertaining to the Plan except as to AFPlanServ's™ services as expressly described herein that are selected and designated by Sponsor during the term of this Agreement.

Sponsor further acknowledges and agrees that under no circumstances will AFPlanServ™ be liable or responsible for Sponsor's failure to comply with its duties and obligations as Plan Sponsor under applicable federal, state and local laws, regulations and notices prior to, during or subsequent to the term of this Agreement, including but not limited to adopting a written Plan and/or taking such corrective and/or remedial measures concerning the Plan as may be required.

2.03 Role of Sponsor. Sponsor acknowledges and agrees that it is solely responsible and liable for the establishment, compliance and lawful operation of the Plan, including but not limited to written plan adoption requirements, identification of approved annuity contract and custodial account providers, reporting, taking corrective and remedial measures, disclosure and other requirements imposed on the Plan pursuant to applicable federal, state, and local laws, regulations and notices, effective prior to, during and subsequent to the term of this Agreement, including but not limited to applicable final regulations pertaining to IRC Section 403(b). Sponsor is and shall remain the fiduciary with respect to the management and administration of the Plan and the related participation obligations. Sponsor has final complete discretion to construe or interpret the provisions of the Plan, to determine eligibility for benefits under the Plan and coverage to Participants, and to determine the type and extent of benefits to be provided by the Plan. Sponsor's decisions in such matters shall be controlling, binding, and final. For purposes of this Agreement, the term "Participants" shall include, but not be limited to any former, current and/or future active, inactive or terminated employees of Sponsor for whom contributions to the Plan are/were made or that maintain Plan assets during any particular billing period or Plan Year. Sponsor agrees that it shall not represent to Participants or any third party that AFPlanServ™ is the Plan Sponsor or Plan Administrator.

2.04 Independent Contractor Status. AFPlanServ™ is an independent contractor and not an employee or agent of Sponsor, and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between AFPlanServ™ and Sponsor.

2.05 Nature of Advice. The services provided hereunder by AFPlanServ™ shall comply, at all times, with the applicable laws and regulations of the IRC. Sponsor acknowledges and agrees that AFPlanServ™ shall not provide legal advice, legal opinions or other representations with respect to whether the Plan complies with applicable law. Sponsor agrees to seek legal counsel as to the Plan's compliance with applicable law.

ARTICLE III - AFPlanServ™ RESPONSIBILITIES

3.01 Basic Services. Unless otherwise agreed, AFPlanServ™ shall provide the Basic services set forth below on behalf of Sponsor and agrees to perform such services in accordance with the professional standards common in the industry. Further, AFPlanServ™ agrees that in performing such services, it shall invest sufficient effort and finances in its own internal systems and personnel to comply with standards common in the industry. All services provided herein shall be provided in compliance with the terms of this Agreement, and the terms, standards and conditions of Sponsor which are hereby incorporated into this Agreement by reference. The Basic service package provided herein, if elected by Sponsor in Section I of Exhibit A, is set forth below:

- (a) AFPlanServ™ will provide guidance and sample forms to assist Sponsor in the overall administration the Plan. AFPlanServ™ will provide Sponsor with a specimen written Plan as required to continue qualification of Sponsor's Section 403(b) Plan.
- (b) AFPlanServ™ will provide Sponsor with the sample form and guidance to approve Plan loans.
- (c) AFPlanServ™ will provide Sponsor with the sample form and guidance to approve distributions.
- (d) AFPlanServ™ will provide sample eligibility notices and guidance to assist Sponsor in complying with the universal availability rules of Section 403(b) plans.

3.02 Select Services. In addition to the Basic service package provided above in Section 3.01, Sponsor may authorize AFPlanServ™ to provide additional Select services on behalf of Sponsor for the fee amounts set forth in Section 5.01 and Exhibit A attached hereto and incorporated by reference herein. Further, all services provided herein shall be provided in compliance with the terms of this Agreement, and the terms, standards and conditions of Sponsor which are hereby incorporated into this Agreement by reference. The Select services package provided herein, if elected by Sponsor in Section II of Exhibit A, is set forth below:

- (a) AFPlanServ™ will provide and assist Sponsor with implementing a written Plan as required to continue qualification of Sponsor's Section 403(b) Plan.
- (b) AFPlanServ™ will work with Sponsor to audit and maintain properly executed salary reduction instructions. A sample salary reduction agreement will be provided for use by Providers*.

(*Those entities providing investment options meeting the Plan criteria established by Sponsor as determined by Sponsor per the requirements of Section 4.01 (e) of this Agreement shall be referred to as "Providers" throughout the remainder of this Agreement).

- (c) On behalf of Sponsor, AFPlanServ™ will approve and monitor distributions from the Plan according to Plan rules and Internal Revenue Service guidelines. This will include the following:
 - (i) Provide Participants with IRC required notice of right to elect a direct rollover prior to processing an eligible rollover distribution from the Plan;
 - (ii) Provide Participants with the necessary forms and procedures for processing a Plan distribution;
 - (iii) Determine eligibility for Plan distribution, including annuitization, due to age, termination of employment, disability, or financial hardship;
 - (iv) Monitor Provider processing of Required Minimum Distributions from the Plan when necessary;
 - (v) Monitor Provider reports of financial hardship distribution and report such distributions to Sponsor; and
 - (vi) Monitor and approve contract exchanges, transfers and rollovers.
- (d) If Sponsor has elected to include a loan feature in the Plan, AFPlanServ™ will monitor and approve loans in accordance with the Plan rules and Internal Revenue Service guidelines.
- (e) AFPlanServ™ will review any Qualified Domestic Relations Orders ("QDROs") received by the Plan to determine their qualified status. If accepted, distribution and/or segregation of assets will be approved according to the QDROs.
- (f) AFPlanServ™ will provide periodic eligibility notices for Sponsor to distribute to Participants in order to comply with the universal availability rules of Section 403(b) plans.
- (g) In the event that Sponsor elects Common Remitter Services under Option B of Section II of Exhibit A, AFPlanServ™ will use its best efforts to process remittances and data files received in good order by 10:00 a.m. of each business day within the next twenty-four (24) hour period or the following business day, whichever falls later. Files and remittances received from Sponsor shall be maintained and processed by AFPlanServ™ via a separate bank account, with all data received encrypted for security prior to transmittal to Providers. If employee contributions cannot be processed as received, AFPlanServ™ will notify Sponsor immediately for assistance in reconciliation so that the contributions can be processed on a timely basis.

3.03 Regulatory Compliance. AFPlanServ™ warrants that it is legally authorized to engage in business and that it shall comply, at all times, with all applicable laws and regulations of any jurisdiction in which AFPlanServ™ acts, and shall for the duration of this Agreement maintain, where required by law, all permits and licenses required to perform the services under this Agreement. AFPlanServ™ shall provide Sponsor with satisfactory evidence of AFPlanServ™ compliance and authority to conduct business upon the request of Sponsor. In the event that AFA, AFPlanServ™ or any affiliated successor entity to this Agreement is required to obtain and maintain a third party administrator's license in any jurisdiction in which AFPlanServ™ acts, the additional provision(s) set forth in Exhibit B shall apply. Exhibit B is attached hereto and is hereby incorporated into this Agreement by reference.

3.04 Advertising. AFPlanServ™ may use only such advertising and/or other materials pertaining to Sponsor's Plan that have been approved in writing by Sponsor prior to use by AFPlanServ™.

3.05 Indemnification of Sponsor. In the event that Sponsor elects AFPlanServ™ to provide the Select services set forth and described in Section 3.02, AFPlanServ™ shall indemnify and hold Sponsor harmless from and against any damages, liabilities, claims, charges, reasonable attorneys' fees, or other reasonable costs arising from or in connection with any claim, action, or proceeding relating to or arising from any negligent act, omission or intentional misconduct by AFPlanServ™ during the term of this Agreement relating to the failure of AFPlanServ™ to comply with the terms of this Agreement or any applicable law, rule or regulation pertaining solely to AFPlanServ's™ services that are selected and designated by Sponsor hereunder. Sponsor acknowledges and agrees that under no circumstances shall AFPlanServ™ indemnify and hold Sponsor harmless, or be liable or responsible in any way to Sponsor, Participants or any third party for Sponsor's failure to comply with Sponsor's duties and obligations as Plan Sponsor as set forth under applicable federal, state and local laws, regulations and notices, including but not limited to the establishment, adoption, correction, compliance and lawful operation of the Plan prior to, during or subsequent to the term of this Agreement.

Sponsor shall promptly notify AFPlanServ™ of the existence of any claim, suit, proceeding or other matter as to which AFPlanServ™ indemnification obligations would apply, and shall give AFPlanServ™ reasonable opportunity to defend the same at its own expense, and with mutually acceptable counsel; provided, that Sponsor shall at all times also have the right to fully participate in the defense at its own expense. Sponsor shall make available all information and assistance that AFPlanServ™ may reasonably request in connection with such defense.

3.06 Third Party Communication Assistance. AFPlanServ™ will notify Sponsor immediately of any letter, telephone call or other communication AFPlanServ™ receives from an attorney, state insurance department, or other federal or state agency with respect to any matter relating to Sponsor or the Plan. If requested, AFPlanServ™ shall assist Sponsor and provide any applicable information that it may possess for AFPlanServ™ and/or Sponsor to respond to letter, telephone call or other communication as the parties may mutually agree.

ARTICLE IV - SPONSOR RESPONSIBILITIES

4.01 Select Services Responsibilities. If AFPlanServ™ is selected to provide the additional Select services per Section 3.02 of this Agreement, Sponsor agrees to perform the following duties regarding the Plan services performed hereunder:

- (a) Sponsor will directly or indirectly* provide to AFPlanServ™, the information necessary to permit AFPlanServ™ to provide the Select services and satisfy its responsibilities under this Agreement. This information may include, but is not limited to, Participant date of hire, Participant date of birth, Participant salary, Participant employment status (full or part-time), prior Participant deferrals, Participant contributions, Participant termination date, if applicable, etc. All required information, from whatever source, shall be provided to AFPlanServ™ in a secure electronic format that is acceptable to AFPlanServ™ in the time and in the manner requested by AFPlanServ™.

(*Sponsor understands and agrees that AFPlanServ™ cannot accurately perform its duties under this Agreement without accurate and timely information provided in an acceptable secure electronic format, and that AFPlanServ™ shall have no liability to Sponsor or any Participant as a consequence of incomplete, inaccurate and/or untimely information provided or not provided to AFPlanServ™ by Sponsor, a covered Participant or a third party who may provide information to AFPlanServ™ on behalf of Sponsor or at Sponsor's direction [e.g. a Provider, or prior/ existing administrative service provider]. Sponsor understands and agrees that an additional fee, that the parties shall agree upon in advance, may be required if AFPlanServ™ is required to take corrective action as a result of such incomplete, inaccurate or untimely information).

- (b) Notwithstanding anything to the contrary contained herein, Sponsor shall be responsible for any delay in AFPlanServ™ performance of its services under this Agreement to the extent any such delay was caused by the direct or indirect failure of Sponsor to promptly furnish AFPlanServ™ with any data or information required under this Agreement to AFPlanServ™.
- (c) Sponsor shall respond to all written and/or verbal requests for information regarding the Plan from covered Participants.
- (d) Sponsor agrees to indemnify and hold AFPlanServ™ its officers, directors and employees harmless from and against all losses, liabilities, damages, fines, expenses, reasonable attorneys' fees or other obligations, resulting from, or arising out of a breach of, or failure by Sponsor to perform any of its duties, obligations, services or agreements (i) as a Plan Sponsor under applicable federal, state, and local laws, regulations and notices; and/or (ii) as set forth and agreed to in this Agreement but only to the extent not attributable to AFPlanServ™ breach of its obligations under this Agreement. Sponsor agrees to indemnify and hold AFPlanServ™ harmless from all liability arising from actions taken by AFPlanServ™ pursuant to Sponsor's express written instructions.
- (e) Sponsor shall determine and select those Providers providing investment options meeting the Plan criteria established by Sponsor. All Providers must have the proper insurance licenses and/or FINRA registrations and complete AFPlanServ™ required written Provider agreement to abide by the rules and information sharing requirements of the IRC, AFPlanServ™ and the Plan prior to receiving Plan contributions.

- (f) In the event that Sponsor elects the Select services package that includes Common Remitter Services to be performed by AFPlanServ™ per Option B of Section II in Exhibit A, Sponsor shall remit Plan contributions to AFPlanServ™ in a secure electronic format that is acceptable to AFPlanServ™ on a timely basis. The Sponsor will provide complete payroll data and reconciliation statements as needed to properly process the contributions.

ARTICLE V - FEES

5.01 Fees – AFPlanServ™ Services. Sponsor agrees to pay AFPlanServ™ the applicable fees set forth in Exhibit A attached hereto and incorporated herein by reference in exchange for the administrative and if selected, Common Remitter Services (“CRS”) services provided by AFPlanServ™ under this Agreement. Fees shall be due and payable by Sponsor within thirty (30) days of the date of AFPlanServ’s™ invoice, unless otherwise agreed in writing by AFPlanServ™. If payment is not received by AFPlanServ™ on a timely basis, AFPlanServ™ shall have the option to (i) discontinue service under this Agreement until such time as Sponsor pays the applicable fees in full; or (ii) terminate the Agreement for cause as provided in Section 8.02 of this Agreement.

ARTICLE VI - BOOKS, RECORDS AND REPORTS

6.01 Records. AFPlanServ™ shall maintain, at its principal office accurate and complete records, books and accounts of all transactions arising out of the Agreement, including electronic records in the possession of AFPlanServ™, during the time this Agreement is in force and for seven (7) years following its termination. Such records, books and accounts shall be maintained in accordance with generally accepted industry standards. During this period, Sponsor shall have the right of continuing access to these records, books and other documents to the extent provided by law. AFPlanServ™ agrees to establish and maintain a reasonable disaster recovery program and procedures acceptable to Sponsor.

6.02 Record Retention. In addition to Section 6.01 above, the parties agree that all records, accounts or other documents including policies relating to the business arising out of this Agreement are the property of Sponsor. AFPlanServ™ shall deliver all such records or any required part of them to Sponsor whenever requested by Sponsor and required temporarily in the case of audit by regulatory bodies, and shall deliver copies of all such records or any required part of them to Sponsor whenever requested by Sponsor within ten (10) business days of such request, or earlier, if required by state law. Sponsor shall be responsible for expenses related to such deliveries which exceed \$50.00. All such records necessary for the processing of transactions hereunder shall be maintained and preserved for the minimum of seven (7) years after the end of the year of processing, unless transferred prior thereto to another entity for administration of the Plan per the written request of Sponsor. In such case, the new entity shall acknowledge, if required by law, that it is responsible for retaining the records of AFPlanServ™ regarding transactions that may have occurred under this Agreement on behalf of Sponsor.

6.03 Agreement Retention. In addition to Section 6.01 above, the parties agree that this Agreement shall be retained as part of the official records of both AFPlanServ™ and Sponsor during the term of this Agreement and for seven (7) years thereafter.

6.04 Audit Rights. In addition to Section 6.01 above, the parties agree that Sponsor and any applicable regulatory authority shall have the right to inspect and audit the records, accounts or other documents relating to the services or the Plan, and AFPlanServ™ agrees to grant Sponsor and any applicable regulatory authority continuing access to such records upon reasonable notice during normal business hours and in a reasonably comfortable work space. Trade secrets contained within these records, accounts or other documents, including the identity and addresses of Participants, are to remain confidential. However, any State Insurance Department or Insurance Commissioner may use that confidential information in proceedings instituted by such entity or person.

ARTICLE VII - EXPENSES

7.01 Expenses. Except to the extent otherwise provided in this Agreement, AFPlanServ™ shall be responsible for all expenses in connection with the administration of the business under this Agreement. Sponsor shall be responsible for only those expenses stated in the Agreement or which have been authorized in writing by Sponsor.

ARTICLE VIII - TERM AND TERMINATION

8.01 Term of Agreement. Unless earlier terminated pursuant to Section 8.02 below, this Agreement will commence on the Effective Date set forth in Section 1.01 of this Agreement and shall remain in effect until completion of the first full Plan Year thereafter. Unless otherwise agreed to in writing by the parties hereto, for purposes of this Agreement, the term "Plan Year" shall mean a twelve (12) month calendar year beginning January 1. Upon completion of the first full Plan Year, this Agreement will continue in full force and effect for additional Plan Years until terminated. In addition, this Agreement will automatically terminate upon termination of the Plan and the distribution of all Plan assets.

8.02 Termination Upon Written Notice. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice to the other party by Registered or Certified Mail. Unless terminated, this Agreement will continue without notice or election of either party.

8.03 Rights Upon Termination. Upon termination of this Agreement for any reason, each party shall pay all amounts due the other party within thirty (30) days of the effective date of the termination, unless otherwise provided herein. In addition, in the event Sponsor desires AFPlanServ™ to transfer all records related to the business which is the subject matter of this Agreement to Sponsor or another administrator, Sponsor shall make written request of transfer, and AFPlanServ™ shall transfer such records within a reasonable time frame to Sponsor or Sponsor's designee, for the fee amount set forth in Exhibit A. AFPlanServ™ agrees to follow such reasonable instructions as provided by Sponsor relating to the transfer of such records. Prior to forwarding any such records, AFPlanServ™ and Sponsor shall ensure that all statutory and regulatory requirements regarding the disclosure and receipt of non-public personal health and/or financial information are satisfied.

ARTICLE IX CONFIDENTIALITY AND PRIVACY

9.01 Confidentiality. AFPlanServ™ agrees to treat any Confidential Information obtained, as a consequence of this Agreement, including all medical and/or financial information regarding Sponsor, Providers, Participants and other personnel as confidential and proprietary in nature and not to be shared with any other entity without the express prior written permission of Sponsor. All information regarding Plan Participants will be kept confidential by AFPlanServ™ and will only be used for the purpose of providing services under this Agreement.

9.02 Definition of Confidential Information. As used, the term "Confidential Information" shall mean any and all information including proprietary information relating to Sponsor, the Plan, Providers, Participants, employees and personnel including, but not limited to, information relating to documents, contracts, data, contributions, records, remittances, positions, agreements, deposits, products, correspondence, terms, files, statements, reviews, compliance, and any and all books, notes and records whether acquired or disclosed verbally, electronically, visually, or in a written or other tangible form.

9.03 Non-disclosure. AFPlanServ™ agrees to restrict disclosure of Confidential Information to such of its employees as may have a need to know such information in order to carry out the terms of AFPlanServ's™ engagement.

9.04 Legally Required Disclosure. In the event that AFPlanServ™ becomes subject to any legal or regulatory process pursuant to which disclosure of Confidential Information is sought, including, but not limited to, a subpoena or order issued by a court or governmental body, AFPlanServ™ will (i) give Sponsor prompt notice thereof; (ii) allow Sponsor a reasonable opportunity at its own expense to challenge such subpoena or court order, or to seek a protective order or other appropriate remedies with respect thereto; and (iii) disclose such Confidential Information in connection therewith only to the extent that such Confidential Information is legally required to be disclosed. Any disclosure which complies with the foregoing sentence shall not be deemed to be a breach of the terms of this Agreement.

9.05 Protection of Individual Privacy. AFPlanServ™ is obligated to comply with the requirements of the federal Gramm-Leach-Bliley Act of 1999, and related federal and state laws regarding the privacy of the individual, non-public personal information of Sponsor's employees.

Based on the foregoing, AFPlanServ™ agrees and warrants that AFPlanServ™ is aware of the requirements of the Gramm-Leach-Bliley Act of 1999, and related federal and state laws, regulations, rules and requirements, and agrees that AFPlanServ™ shall: (i) comply with all such federal and state laws, rules, regulations and requirements in the performance of AFPlanServ's™ obligations and duties for Sponsor; and (ii) restrict AFPlanServ's™ use of the non-public personal, health and/or financial information that AFPlanServ™ obtains, collects, receives or otherwise accesses on behalf of Sponsor pertaining to Plan Participants solely for the purpose of performing services under this Agreement; and (iii) take all reasonable steps to protect the non-public personal, health and/or financial information pertaining to the Plan Participants, to the extent AFPlanServ™ acquires and possesses such information.

AFPlanServ™ further agrees that it will not: (i) sell, share, trade or disclose any non-public personal, health and/or financial information pertaining to any individual Plan Participant, to any individual or entity, including its affiliates, employees, agents and representatives, except those having a need to know or access such information to allow AFPlanServ™ to perform its duties and obligations required under this Agreement on behalf of Sponsor; and/or (ii) take any action that will cause Sponsor to be in violation of any federal or state privacy laws and regulations.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.01 Trademarks and Copyrights. The parties hereto reserve the right to the control and use of their names and all symbols, trademarks or service marks presently existing or later established. No party hereto shall use any other party's name, symbols, trademarks, or service marks in advertising or promotional materials without the prior written consent of such other party. Any use by a party, without the approval by the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. The foregoing prohibitions shall not be construed to prevent AFPlanServ™ from using Sponsor's name in any notices or other documents developed and delivered in connection with the services hereunder.

10.02 Notice. Unless otherwise provided herein, any notice required to be given must be in writing per the terms set forth in Exhibit C attached hereto and incorporated by reference.

10.03 Nonwaiver. No waiver by either party of any breach of this Agreement by the other party shall be deemed to be a waiver of another breach of the same or of any other provision, and such a waiver shall not stop the first party from asserting any right under the terms of this Agreement.

10.04 Binding Agreement. All the terms of this Agreement shall be binding upon the respective personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective personal representatives, successors and assigns.

10.05 Transaction Situs/Governing Law/Venue. The parties agree that all transactions and services performed hereunder by AFPlanServ™ for and on behalf of Sponsor shall be deemed to have been performed in the State of Oklahoma. The parties further agree that this Agreement shall be governed as to its interpretation and construction by the laws of the State of Oklahoma without giving effect to any conflict of laws doctrine which may result in the application of the laws of another jurisdiction. Venue for any legal proceeding brought under this Agreement by either of the parties hereto shall be restricted to the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma, located in Oklahoma City, Oklahoma.

10.06 Modification. This Agreement may be amended by written endorsements properly executed by both parties hereto.

10.07 Sole Agreement. This Agreement and any amendments or addendums agreed to in writing by the parties, embody the final, complete and entire agreement between the parties. No other representation, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth or referred to herein.

10.08 Partial Invalidity. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

10.09 Force Majeure. If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of AFPlanServ™ ("Event of Force Majeure"), AFPlanServ™, upon giving prompt notice to Sponsor, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that AFPlanServ™ shall avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. AFPlanServ™ shall notify the other party within five (5) days or as soon as reasonably possible thereafter, of the occurrence of such Event of Force Majeure and within ten (10) days shall furnish Sponsor with a recovery plan of action. Without limiting the foregoing, AFPlanServ™ shall limit the impact of the Event of Force Majeure on its performance of this Agreement. If a Force Majeure Event lasts for more than thirty (30) days, Sponsor shall have the right to terminate this Agreement.

10.10 Advice of Counsel. The parties represent that in executing this Agreement they do so with full knowledge of any and all rights released or compromised by this Agreement, and that they have received independent legal advice from their respective counsel with regard to the facts involved and with regard to their rights and asserted rights arising out of such facts. The parties shall each bear their own costs and attorneys' fees regarding the negotiation and execution of this Agreement.

10.11 Negotiated Agreement. This Agreement has been the subject of negotiations between the parties. It has been and shall be construed to have been drafted by both of the parties, so that any rule of construing ambiguities against the drafter shall have no force or effect.

10.12 Counterparts; Signatures via Facsimile. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original. Signatures to this Agreement by either of the parties tendered by facsimile shall be binding as if they were originals.

10.13 Headings and Titles. The headings and titles used herein are for reference only. They are not to be construed to be a substantive part of this Agreement or in any way to affect the validity, construction or effect of any provisions of this Agreement.

IN WITNESS WHEREOF, Sponsor and AFPlanServ™ have caused this Plan Administrative Services Agreement to be executed on the day and year written below:

**AMERICAN FIDELITY
ASSURANCE COMPANY
(d/b/a AFPlanServ™)**

**SPONSOR
LEWISTOWN SCHOOL DISTRICT**

By: _____

By: _____

Title: _____

Title: Board Chair

Date: _____

Date: _____

EXHIBIT A
AFPlanServ™ Fee Schedule

I. No Cost Basic Services

N/A Sponsor elects the services to be provided by AFPlanServ™ as set forth in Section 3.01 of the Agreement at no cost.

II. Select Services Fees/Option Package

In exchange for the Select package of administrative services provided by AFPlanServ™ as set forth in Section 3.02 of the Agreement, Sponsor agrees to pay AFPlanServ™ the following fees:

- a) one-time set-up fee in the amount of **\$0.00**; and
- b) a monthly fee of \$1.00 for each Participant in Sponsor's 403(b) Plan.

Monthly fees will be due and owing for each Participant during a billing period. This fee amount will be in effect from the Effective Date of this Agreement and will continue until the completion of the first full Plan Year. Prior to the end of each Plan year, the fee will be reviewed and may change with ninety (90) day written notification from AFPlanServ™ to Sponsor and parties as may be identified hereinafter.

As indicated by its mark below*, Sponsor hereby selects the following Select package of services for Sponsor's Plan:

Option A:

Sponsor elects the additional Select package of administrative services set forth in Section 3.02 of the Agreement, **without** Common Remitter Services.

Option B:

Sponsor elects the additional Select package of administrative services set forth in Section 3.02 of the Agreement, **with** Common Remitter Services.

(*Please place an "x" and your initials next to the preferred option).

III. Payment Method

Per Article V of the Agreement, AFPlanServ™ will collect the fees due hereunder by invoicing Sponsor periodically at its mailing address as provided in Exhibit C.

IV. Post-Termination Record Transfer Fee

In exchange for AFPlanServ™ agreeing to transfer records maintained under this Agreement to Sponsor or Sponsor's designee upon termination of this Agreement, Sponsor agrees to pay AFPlanServ™:

- (i) a record transfer fee of \$150.00; and
- (ii) any outstanding amounts due and owing to AFPlanServ™ under this Agreement.

All fees set forth above shall be due and payable to AFPlanServ™ at the time of Sponsor's written request to AFPlanServ™ for the record transfer. AFPlanServ™ shall have no duty or obligation to comply with Sponsor's request until all fees are received by AFPlanServ™ in full.

EXHIBIT B
Third Party Administrator -
Additional Regulatory Requirements

I. Remittance Trust Account

In addition to other required provisions set forth in this Agreement, AFPlanServ™ shall, where required by law, establish and maintain a remittance account in trust for Sponsor. Funds received from or on behalf of Sponsor via AFPlanServ's™ Common Remitter Services, shall be received by AFPlanServ™ in a fiduciary capacity. These requirements are in addition to any other requirements of state or federal law relating to the Agreement, including any statutory requirements which may require the establishment of a separate trust account for any funds collected or returned in a particular state. All funds received by AFPlanServ™ shall be deposited promptly in said account and any return funds shall be immediately returned to Sponsor.

Only funds for the following items may be deposited or withdrawn from this account:

- (a) AFPlanServ™ deposit of Plan Participant contributions received from Sponsor; and
- (b) AFPlanServ™ remittance of funds to Providers (as defined in Section 3.02); and
- (c) AFPlanServ™ return of funds to Sponsor; and
- (d) Payment of fees to AFPlanServ™, as authorized by Sponsor.

If applicable, payment to AFPlanServ™ of any funds by, or on behalf of a Plan Participant is considered to be received by Sponsor. Further, any payment of return funds by Sponsor to AFPlanServ™ is not considered payment to a Plan Participant until the payment is received by the Participant, if applicable. Nothing contained within this subsection shall limit any legal rights or remedies of Sponsor against AFPlanServ™ resulting from AFPlanServ's™ failure to remit payments as required herein.

If funds deposited have been collected on behalf of more than one Sponsor, AFPlanServ™ shall keep records clearly recording the deposits in and withdrawals from the account on behalf of or for each Sponsor. AFPlanServ™ shall keep copies of all records and, upon request of Sponsor, shall furnish Sponsor with copies of such records pertaining to such deposits and withdrawals on behalf of or for Sponsor. AFPlanServ™ will periodically render an accounting to Sponsor detailing account transactions performed by AFPlanServ™ under this Agreement.

II. Notice to Participants

AFPlanServ™ shall provide written notice to Plan Participants regarding the engagement of AFPlanServ™ by Sponsor in accordance with applicable statutes. Any required notices of AFPlanServ™ relationship with Sponsor must be approved by Sponsor and will be forwarded to Participants by Sponsor at Sponsor expense.

EXHIBIT C
Terms of Notice

Pursuant to Section 10.02 of this Agreement, notice may be given under this Agreement by either party hereto by delivery of said notice to the other party or by mailing said notice to the other party at the address provided below or its last known address. A receipt of mailing provided by the United States Post Office Department shall be sufficient proof of notice. Notice may also be given by facsimile transmission or overnight mail.

IF TO AFA/AFPlanServ:™

American Fidelity Assurance Company
AFPlanServ™
2000 Classen Center
P.O. Box 269008
Oklahoma City, OK 73126

IF TO SPONSOR:

LEWISTOWN SCHOOL DISTRICT
MIKE WATERMAN
215 7TH AVE SOUTH
LEWISTOWN MT 59457

ADDENDUM NO. 1
to
SECTION 403(b) PLAN
ADMINISTRATIVE SERVICES AGREEMENT

THIS ADDENDUM NO. 1 to the **SECTION 403(b) PLAN ADMINISTRATIVE SERVICES AGREEMENT** (the "Agreement") made by and between American Fidelity Assurance Company, d/b/a AFPlanServ™ ("AFA" or "AFPlanServ™") and **LEWISTOWN SCHOOL DISTRICT**, the Plan Sponsor and Plan Administrator ("Sponsor"), is made and entered into as of the latter date shown on the signature page below.

WHEREAS, the parties desire to revise, supplement and amend the terms of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Effective Date.** The effective date of this Addendum No. 1 shall be the same as the Effective Date of the Agreement.
2. **Supplemental Provision Regarding Sponsor Responsibilities.** The following provision shall amend and supplement Article IV of the Agreement:

4.02 Additional Responsibilities and Conditions. In addition to the foregoing, Sponsor understands and agrees to the following responsibilities and conditions:

- (a) Sponsor shall require each Provider under the Plan to agree to and execute the Investment Provider Agreement provided to Sponsor by AFPlanServ™ in order for the Provider to be approved under the Plan.
- (b) Sponsor shall de-select any Provider from the Plan that elects not to agree to and execute the AFPlanServ™ provided Investment Provider Agreement and thereafter, Sponsor shall discontinue making further contributions under the Plan to such Provider.
- (c) In the event that Sponsor elects to permit loans and/or hardship distributions under the Plan, Sponsor shall adopt and implement the following rules as part of the Plan:
 - (i) Participants that have accounts with Providers that have agreed to and have executed the AFPlanServ™ provided Investment Provider Agreement shall be permitted to receive loans and/or hardship distributions under the Plan.
 - (ii) Sponsor shall elect whether Participants that have accounts with Providers that received contributions from Sponsor between the dates of 1/1/2005 and 12/31/2008 (but not after 1/1/2009), and are de-selected by Sponsor as provided herein, shall be allowed to receive loans and/or hardship distributions under the Plan. Sponsor shall check one selection below:
 - Allow loans and hardship distributions
 - Do not allow loans and hardship distributions
 - (iii) Participants that have accounts with de-selected Providers that received contributions from Sponsor on or after 1/1/2009, **will not** be permitted to receive loans and/or hardship distributions under the Plan.
- (d) AFPlanServ™ shall not be required to provide, nor assume any form of direct or indirect responsibility or liability under the Agreement for providing the services set forth in subsections (c) through (g) of Section 3.02 of the Agreement, unless and until:

- (i) each Provider under the Plan has agreed to and executed the AFPlanServ™ provided Investment Provider Agreement with Sponsor; and
- (ii) any Provider that elects not to agree to and execute the AFPlanServ™ provided Investment Provider Agreement is de-selected by Sponsor from the Plan and all further contributions to that Provider are thereafter discontinued.

3. **Effect of Addendum No. 1.** In the event of any conflict between the provisions of this Addendum No. 1 and the provisions of the Agreement regarding the subject matter set forth herein, the parties agree that the provisions of this Addendum No. 1 shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 on the day and year first written above.

**AMERICAN FIDELITY
ASSURANCE COMPANY
(d/b/a AFPlanServ™)**

SPONSOR

LEWISTOWN SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: Board Chair

Date: _____

Date: _____

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 has developed a state-of-the-art facilities program that meets the needs of our students and staff on a long-term basis. We have prioritized our facility needs and have a plan in place for resources necessary to achieve our facilities program. Our facilities program is fully supported by our community. In planning for our facilities, we have adequately addressed the issue of technology and incorporated that in to our facilities plan.*

Strategic Objectives:

1. 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 (2011).
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 August 15, 2011, 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