

**LEWISTOWN PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

**Highland Park Elementary – Gymnasium**  
1312 7<sup>th</sup> Avenue North  
Lewistown MT 59457

**MONDAY, January 11, 2016**

**BOARD ROUNDTABLE DISCUSSION – HIGHLAND PARK STAFF**

**5:30 P.M. TO 6:30 P.M.**

**REGULAR BOARD MEETING**

**CALL TO ORDER (6:30 p.m.)**

1. Roll Call
2. Pledge of Allegiance

**BOARD OF TRUSTEES**

3. Introduction of New Student Representative to the Board
4. Presentation—Margee Smith, Montana State Reading Council
5. Presentation—Collective Gaining Team
6. Report—Student Representative
7. Report—LEA
8. Report—Committees of the Board
9. Calendar Items, Concerns, Correspondence, Etc.

**SUPERINTENDENT'S REPORT**

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

**PUBLIC PARTICIPATION**

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

**ACTION ITEMS**

**MINUTES**

14. Minutes of the December 14, 2016, Regular Board Meeting

**APPROVAL OF CLAIMS**

15. Claims

**INDIVIDUAL ITEMS**

16. Approve Accepting Trustee Resignation and Declaration of Position Vacancy
17. Call for Nominations and Election of Board Vice-Chair
18. Decision and Ratification or Denial of the 2016-2018 Collective Bargaining Agreement
19. Approve Call for Bids for the Replacement of Boilers in the Fergus High School Building located at 1001 Casino Creek Drive
20. Approve Additions to the Substitute List for the 2015-2016 School Year
21. Approve Personnel Report

**ADJOURNMENT**

*A hard copy of the complete Agenda is available at the LPS Central Office  
or on the Lewistown Public Schools Website:  
<http://www.lewistown.k12.mt.us/content/40>*

## **PUBLIC PARTICIPATION**

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

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

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

3

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

ITEM TITLE: INTRODUCTION OF NEW STUDENT REPRESENTATIVE TO THE BOARD

Requested By: Board of Trustees    Prepared By: Luke Brandon    Date: 01/11/2016

**SUMMARY:**

Luke Brandon, Fergus High School Student Council Advisor, would like to introduce to the Board of Trustees, Mikayla Comes, who will represent the Fergus High School students on the School Board for the next term.

**SUGGESTED ACTION:** Informational

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

**NOTES:**

	Motion	Second	Ave	Nav	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Bristol						
Koterba						
Poss						
Thompson						
Weeden						

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

4

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

ITEM TITLE: PRESENTATION—MARGEE SMITH, MONTANA STATE READING COUNCIL

Requested By: Board of Trustees    Prepared By: Margee Smith    Date: 01/11/2016

**SUMMARY:**

Last year, Margee Smith, HP Kindergarten Teacher, was awarded a “Classroom Teacher Grant” in the amount of \$1,000 from the Montana State Reading Council. Margee would like to share with the Board of Trustees information about what she did, why she did it, and the end results.

The mission of the Montana State Reading Council (MSRC) is to provide a foundation of leadership and support to educators as they promote lifelong literacy. Margee Smith is currently the President of this organization.

**SUGGESTED ACTION:** Informational

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

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

5

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

ITEM TITLE: PRESENTATION—COLLECTIVE GAINING TEAM

Requested By: Board of Trustees    Prepared By: Gaining Team    Date: 01/11/2016

**SUMMARY:**

The Lewistown Public Schools Collective Gaining Team members would like to present the recommendations for the upcoming contract period.

Team members include: Vic Feller, Laura Gilskey, Bruce Marsden, Jill Reed, Kris Birdwell, Matt Lewis, Shelley Poss, and Jennifer Thompson.

**SUGGESTED ACTION:** Informational

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

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

6

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

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees    Prepared By: Mikayla Comes    Date: 01/11/2016

**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:

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

# FHS School Board Report

January 11, 2016

Mikayla Comes

## Graduation Matters

- Preparing presentation for 4th graders on graduation
- Trip coming up on Jan 12 to MSU College of Technology -- Great Falls
- Fundraising for overnight trip in the spring

## Mentoring

- Large group
- Mentors will attend grade schools and eat lunch with their mentees

## Student Council

- Planning a fundraiser for a water bottle filler in lobby
- Beginning to plan MORP and Winter Spirit Week

## Art Club

- Fundraising for trip to Missoula for Montana Arts Interscholastic (MAI) - April 22-23

## Spanish Club

- Planning and fundraising for the March trip to Language Days at U of M

## Key Club

- President Aubrey Godbey, member Jace Davis, and advisors Melanie Smith and Sherry Breidenbach attended the Kiwanis lunch
- Running the pop shoot at the halftime of varsity basketball games

## National Honor Society

- Preparing for another blood drive in February
- Recruiting new members for next year
- Members are celebrating Random Acts of Kindness Day on January 11 by doing random acts of kindness throughout the community and school
- Ordering shirts and sweatshirts for members

## F Club

- Finishing details for the Fergus Hall of Fame in the lobby

### BPA

- Preparing for regional leadership conference competition in Great Falls
- Members have to place here to compete at State
- Decorated a red, white and blue Christmas tree for the Boys and Girls Club with the slogan “BPA Supports Our Troops”

### Science Olympiad

- Robotics team took second place at Regionals
- Preparing for the State competition

### FCCLA

- Gearing up for State with 27 members currently registered
- Preparing for their Valentine cookie fundraiser

### FFA

- Studying for the State meats judging competition on the January 23 in Great Falls
- Preparing to host Fergus Mechanics Competition on January 30



**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

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

**ITEM TITLE:** REPORT—LEWISTOWN EDUCATION ASSOCIATION (LEA)

**Requested By:** Board of Trustees    **Prepared By:** LEA Representative    **Date:** 01/11/2016

**SUMMARY:**

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

**SUGGESTED ACTION:** Informational

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

**NOTES:**

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

8

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

ITEM TITLE: REPORT—COMMITTEES OF THE BOARD

Requested By: Board of Trustees    Prepared By: Committee    Date: 01/11/2016

**SUMMARY:**

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

Attached is the list for Standing Committees of the Board for the 2015-2016 School Year.

**SUGGESTED ACTION:** Informational

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

NOTES:

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

**STANDING COMMITTEES OF THE BOARD  
2015-2016 School Year**

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Phil Koterba	Shelley Poss	Barb Thomas	Jennifer Thompson	Monte Weeden
Building & Grounds	3	X		X				X
Insurance Risk Committee	2				X		X	
Transportation	3		X			X		X

**OTHER COMMITTEES WITH BOARD REPRESENTATION  
2015-2016 School Year**

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Phil Koterba	Shelley Poss	Barb Thomas	Jennifer Thompson	Monte Weeden
Activities	2	X			X			
Curriculum Committees:								
Communication Arts	1			X				
Science	1				X			
Health Insurance Program	2			X			X	
School Calendar	1				X			
Vocational Advisory Council	1	X						

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

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☐ 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:** 01/11/2016

**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:**

	Motion	Second	Ave	Nay	Abstain	Other
<b><i>Board Action</i></b>						
Bailey						
Bristol						
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**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

10

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

**ITEM TITLE:** REPORT—ELECTION INFORMATION

**Requested By:** Superintendent    **Prepared By:** Rebekah Rhoades    **Date:** 01/11/2016

**SUMMARY:**

Rebekah Rhoades, Business Manager/District Clerk, will report on the election calendar and procedures for 2016.

Attached are the Terms of Office Listing and the 2016 School Election Calendar.

Board members terms of office that are due to expire in 2016 include: Phil Koterba and Jennifer Thompson.

**SUGGESTED ACTION:** Informational

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

**NOTES:**

	Motion	Second	Ave	Nay	Abstain	Other
<i>Board Action</i>						
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LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD MEMBERS TERMS OF OFFICE**

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

	<b>Expire 2016</b>	<b>Expire 2017</b>	<b>Expire 2018</b>
<b>SCHOOL DISTRICT #1</b>	Phillip R. Koterba Jennifer Thompson	Shelley Poss Barb Thomas Kris Birdwell	CJ Bailey Monte Weeden

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

\_\_\_\_\_ 3 year term (to expire in 2019)

\_\_\_\_\_ 3 year term (to expire in 2019)

**Petitions Filed for Nomination of School Board Trustee:**


## SCHOOL ELECTIONS CALENDAR 2016

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation	Forms
No earlier than 145 days, or later than 40 days before	<b>Thursday, December 10 through Thursday, March 24</b>	<b>Trustee candidates file for election.</b> A Declaration of Intent and Oath of Candidacy must be filed with election administrator. <b>NO CANDIDATE MAY APPEAR ON THE BALLOT UNLESS THE CANDIDATE MEETS THIS DEADLINE.</b>  <i>Candidate must be registered to vote at the time the Oath is filed.</i>	<a href="#">13-10-201</a> <a href="#">20-3-305</a>	<a href="#">Declaration of Intent and Oath of Candidacy for Trustee Candidates</a>  <a href="#">District Classification Form</a>
At least 70 days before	<b>Tuesday, February 23</b>	<b>Trustees call for an election.</b> The trustees must pass a resolution stating: 1) the date of the election; 2) the purpose of the election; 3) whether the election will be by mail or poll; 4) the voting locations and boundaries for each location, if there are multiple locations within a district (if changed from a previous school election the new locations must be specifically noted); and 5) the time the polls will open, if before noon. The trustees do NOT have to set levy amounts at this time; however, they must be set in time for the clerk to certify the ballot (not less than 30 days before the election). The resolution must be delivered to the county election administrator within 3 days of passage but it need NOT be posted. The trustees must also appoint three election judges per precinct. <ul style="list-style-type: none"> <li>• <b>Bond Elections</b> are subject to additional requirements (see <a href="#">20-9-422</a>, MCA).</li> <li>• <b>Request for a mail ballot election</b> must be sent from trustees to the election administrator. Exception: Even if no request is received, the election administrator could decide to request a mail ballot election.</li> </ul>	<a href="#">13-19-202</a> <a href="#">13-19-203</a> <a href="#">20-9-422</a> <a href="#">20-20-201</a> <a href="#">20-20-203</a>	<a href="#">Trustee Resolution – Regular School Election with Single Voting Locations</a>  <a href="#">Trustee Resolution – Regular School Election with Multiple Voting Locations</a>  <a href="#">Trustee Resolution – Other School Election with Single Voting Locations</a>  <a href="#">Trustee Resolution – Other School Election with Multiple Voting Locations</a>
At least 67 days before (within 3 days of passage of the election resolution)	<b>Friday, February 26</b>	<b>Last day to file resolutions for school election with county election administrator.</b>	<a href="#">20-20-201(2)(a)</a>	

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation	Forms
At least 60 days before	<b>Friday, March 4</b>	<b>Election administrator sends mail ballot election plan/timetable/sample instructions</b> to the Secretary of State's Office so that it is received by this deadline (i.e. fax, mail, or e-mail to SOS office (not post marked)). One plan must be submitted for each election. As soon as the plan (and any amendments are approved), forward a copy of the mail ballot plan to the county election administrator. Link to instructions: <a href="http://opi.mt.gov/pdf/schoolfinance/ElecHB/MailBallot/WrittenPlan.pdf">http://opi.mt.gov/pdf/schoolfinance/ElecHB/MailBallot/WrittenPlan.pdf</a>	<a href="#">13-19-205</a>	<a href="#">Mail Ballot Written Plan, Timetable and Instructions</a>
Not later than 5pm the day before ballot certification	<b>Thursday, March 31 (by 5 p.m.)</b>	<b>Last day trustee candidates can withdraw from the election.</b> Any candidate that has already filed for election, but wishes to withdraw their name, may do so by sending a statement of withdrawal to the election administrator.	<a href="#">20-3-305(3)(a)</a>	
Not later than 5pm the day before ballot certification	<b>Thursday, March 31 (by 5 p.m.)</b>	<b>Deadline for write-in candidate for a trustee position on a school board to file Declaration of Intent</b>	<a href="#">20-3-305(2)(b)</a>	<a href="#">Declaration of Intent and Oath of Candidacy for Write-In Candidates</a>
No later than the 30th day before	<b>Friday, April 1</b>	<b>Deadline to notify election judges of appointment.</b>	<a href="#">13-4-101</a>	
Not less than 30 days before	<b>Friday, April 1</b>	<b>Election administrator certifies ballot.</b> The election administrator prepares the final ballot form, listing all candidates and propositions to be voted upon. The ballot must then be delivered to the election administrator, if other than the clerk. <i>Trustees must pass a resolution stating exact levy amounts by this date in order for the clerk to certify the ballot.</i> This resolution must include the durational limit, if any, on the levy.	<a href="#">20-20-401</a> <a href="#">15-10-425</a>	
Not less than 30 days before	<b>Friday, April 1</b>	<b>Election by Acclamation and Cancellation of Election - Notice.</b> If the number of candidates filing a nomination petition or filing a declaration of intent to be a write-in candidate is equal to or less than the number of open trustee positions to be elected, the trustees cancel the trustee election. They must then give notice that a trustee election will not be held. The trustee election may not be declared by acclamation until all candidate filing deadlines have passed.  <i>**A trustee election held in single-member or trustee nominating district is considered a separate trustee election for declaring the election by acclamation.</i>	<a href="#">20-3-313</a>	<a href="#">Notice of Trustee Election Cancellation</a>  <a href="#">Certificate of Trustee Election by Acclamation</a>



<b>Days From Election</b>	<b>Deadlines</b>	<b>Event (Special Instances Identified in Green)</b>	<b>MCA Citation</b>	<b>Forms</b>
Not less than 30 <sup>th</sup> day before	<b>Sunday, April 3</b>	<b>Deadline to publish notice of the close of regular registration.</b> At least 30 days prior to the election, the election administrator shall publish notice of the close of regular registration and the availability of late registration. The notice must include when and where a voter may register and obtain a ballot. The election notice must be published in a newspaper of general circulation in the district, if available, posted in at least three public places, <b>AND posted on the district's website</b> for the 10 days prior to the election, if the district has an active website. Notice using any other recognized media may be used to supplement the posting.	<a href="#">13-2-301</a> <a href="#">20-20-204</a> <a href="#">20-20-311</a> <a href="#">20-20-312</a>	<a href="#">Notice of Close of Regular Registration, Annual School Election</a>  <a href="#">Notice of Close of Regular Registration, Other School Election</a>
Not more than 30 days before	<b>Monday, April 4</b>	<b>Contact your county election administrator</b> for the biennial absentee ballot list. The county election administrator is required to mail an address confirmation form to voters who previously requested an absentee ballot for all elections. The county election administrator sends the confirmation form in January of every even-numbered year (in mail ballot elections, ballots are sent under mail ballot procedures rather than under absentee ballot list procedures).	<a href="#">13-13-212</a> <a href="#">20-20-312</a>	
Not less than 10 days, or more than 40 days before	<b>Thursday March 24 Through Saturday, April 23</b>	<b>Notice of election is posted.</b> The election notice must be published in a newspaper of general circulation in the district if available, posted in at least three public places in the district <b>AND posted on the district's website</b> for the 10 days prior to the election, if the district has an active website. Notice using any other recognized media may be used to supplement the posting. The notice must include: 1) the date and voting locations for the election; 2) voting location hours; 3) each proposition to be considered by the electorate; 4) the number of trustee positions, if any, subject to election and the length of the terms for those positions; and 5) where and how absentee ballots may be obtained. <ul style="list-style-type: none"> <li>• If the polling place has changed from the previous school election, that change must be referred to in the notice.</li> <li>• If more than one proposition will be considered in the same district, each proposition must be set apart and identified, or placed in separate notices.</li> </ul>	<a href="#">20-20-204</a>	<a href="#">Notice of Annual School Election, Mail Ballot Election</a>  <a href="#">Notice of Annual School Election, Poll Election</a>  <a href="#">Notice of Other School Election, Mail Ballot Election</a>  <a href="#">Notice of Other School Election, Poll Election</a>
At least 20 days before	<b>Wednesday, April 13</b>	<b>Absentee ballots available.</b> The election administrator prepares ballots for absentee voters. Remember to enclose four things in the absentee package. <ul style="list-style-type: none"> <li>• The ballot (with stubs removed)</li> <li>• Instructions for voting and returning the ballot</li> <li>• A secrecy envelope, free of an marks that would identify the voter</li> <li>• A self-addressed, return envelope with affirmation printed on the back of the envelope</li> </ul>	<a href="#">13-13-214</a> <a href="#">20-20-401</a>	<a href="#">Absentee Voter Materials</a>

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation	Forms
Not before the 20 <sup>th</sup> day nor later than the 15 <sup>th</sup> day	<b>Wednesday, April 13 through Monday, April 18</b>	<b>Mail ballots mailed.</b> If mail ballot election is used, all ballots must be mailed on the same day, except that if an inactive elector reactivates after the ballots are mailed, the elector should be provided with or mailed a ballot. If the elector reactivates after noon on the day before election day, the elector must come in on election day to receive a ballot.	<a href="#">13-19-207</a>	
Day before (By Noon)	<b>Monday, May 2</b>	<b>Deadline for absentee ballot requests.</b> Voters who wish to vote absentee may request an absentee ballot in writing or in person until noon the day before the election. <i>** Remember to include a section on the absentee ballot application allowing the voter to become part of the biennial absentee list.</i>	<a href="#">13-13-211</a> <a href="#">13-13-214</a>	<a href="#">Application for Absentee Ballot</a>
Day before	<b>Monday, May 2</b>	<b>Deliver certified copy of the lists of registered electors.</b> Before the day of election, the county election administrator shall deliver a certified copy of the lists of registered electors for each voting location to the district. The district shall deliver them to the election judges prior to the opening of a voting location.	<a href="#">20-20-313</a>	
Day before (between noon and 5pm)	<b>Monday, May 2</b>	<b>Late registration closed.</b> Late registration is closed between noon and 5pm the day before the election. Electors may late register on election day at the office of the county election administrator.	<a href="#">13-2-304</a>	
Election Day 	<b>Tuesday, May 3</b>	<b>ELECTION DAY.</b> The election administrator must prepare the polling places, printed ballots, ensure election judges are present, and conduct a fair and unbiased election (See Election Procedures).  <b>Notify election judges of the names of write-in candidates</b>	<a href="#">Title 13</a> <a href="#">20-20-105</a> <a href="#">20-20-401</a> <a href="#">20-20-411</a>	<a href="#">Display of Instructions for Electors</a>  <a href="#">Election Judges' Oath</a>
No sooner than 3pm on the 6 <sup>th</sup> day after the election	<b>Monday, May 9</b>	<b>The first date that provisional ballots may be counted.</b> Following the election, unresolved provisional ballots are sealed. These ballots may not be opened until after 3pm on the 6 <sup>th</sup> day after election. At that time election judges convene and a determination is made as to whether or not the ballots are counted. If there are provisional ballots in a school election, the canvass may not occur until after all provisional ballots are resolved.	<a href="#">13-15-107</a>	<a href="#">Provisional Ballot Instructions</a>
Following receipt of the tally sheets from all polls and within 15 days after the election	<b>Wednesday, May 18</b>	<b>Trustees canvass the votes, issue certificates of election, and publish results.</b> Trustees review the tally sheets compiled by the election judges to ascertain their accuracy. Recounts are ordered, if necessary. If tally is complete and accurate, trustees issue certificates of election to successful candidates. The canvassed results shall be published immediately in a newspaper that will give notice to the largest number of people in the district.	<a href="#">20-20-415</a> <a href="#">20-20-416</a>	<a href="#">Certificate of Election of Trustee</a>  <a href="#">Canvass of Votes and Results</a>

<b>Days From Election</b>	<b>Deadlines</b>	<b>Event (Special Instances Identified in Green)</b>	<b>MCA Citation</b>	<b>Forms</b>
Within 5 days after the official canvas	<b>Monday, May 9 through Monday, May 23</b>	<b>Deadline for filing a petition for recount.</b> When a question submitted to a vote of the people is decided by a margin not exceeding ¼ of 1% of the total votes cast for and against the question, a petition for recount must be filed within 5 days after the official canvas.	<a href="#">13-16-201</a>	<a href="#">Petition for Recount</a>
Within 5 days of receipt of notice from the election administrator	<b>Monday, May 9 through Monday, May 23</b>	<b>Deadline for convening the School Recount Board.</b> When a tie vote has been certified to the election administrator or conditions have been met for filing a recount petition, the board shall convene at its usual meeting place to perform a recount. The recount must be completed within 5 days of receipt of official canvas or recount petition.	<a href="#">13-16-204</a> <a href="#">20-20-420</a>	
Within 15 days of election	<b>Wednesday, May 18</b>	<b>Deadline for trustees to hold organizational meeting</b> to elect chair and appoint clerk.	<a href="#">20-3-321</a>	<a href="#">School Board Organization</a>
Within 15 days after receipt of certificate of election	<b>Thursday, June 2</b>	<b>Candidate completes and files Oath of Office</b> with the County Superintendent.  <i>*Newly elected trustees may not be seated until the oath is filed. The issuance and the oath may be administered at the organizational meeting (below), but must be completed within 15 days of issuance.</i> <i>**In the event of a recount, the deadline for a candidate to complete and file the oath is 15 days from receipt of the certificate of election.</i>	<a href="#">20-3-307</a> <a href="#">20-1-202</a> <a href="#">1-6-101</a>	
June 1	<b>Wednesday, June 1</b>	<b>Deadline for trustees to request county election administrator to conduct school elections for next year.</b> The school district clerk/election administrator is designated the election administrator for school elections. However, the trustees of any district may request the county election administrator (EA) to become the election administrator for school elections. The request must be made by a resolution of the board of trustees. If the county EA accepts, then he/she must perform all the duties the school clerk would have. The school district must assume all costs of the election.	<a href="#">20-20-417</a>	<a href="#">Trustee Resolution – Request for County to Conduct Elections</a>

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

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

**Additional References:**

Sample forms can be found at this address:

[http://www.opi.mt.gov/Finance&Grants/schoolfinance/Index.html#p7GPc1\\_7](http://www.opi.mt.gov/Finance&Grants/schoolfinance/Index.html#p7GPc1_7)

Election Manual: [http://opi.mt.gov/Finance&Grants/schoolfinance/Index.html#p7GPc1\\_7](http://opi.mt.gov/Finance&Grants/schoolfinance/Index.html#p7GPc1_7)

MT Secretary of State's Office: <http://sos.mt.gov/Elections/index.asp>

**NOTE:** Candidates for trustee positions in (1) a first-class district located in a county with populations of 15,000 or more, OR (2) a county high school district with an enrollment of 2,000 or more are required to file a C-1-A Statement of Candidate within 5 days of becoming a candidate. For reporting dates and instructions contact the Montana Commissioner of Political Practices at: <http://politicalpractices.mt.gov/default.mcp.x>.

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

11

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

ITEM TITLE: REPORT—INVESTMENT

Requested By: Superintendent    Prepared By: Rebekah Rhoades    Date: 01/11/2016

**SUMMARY:**

Below is the interest earned and distributed for December 2016:

Elementary      \$7,135.05

High School      \$5,863.40

**SUGGESTED ACTION:** Informational

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

NOTES:

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

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

12

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

**ITEM TITLE:** OTHER ITEMS

**Requested By:** Superintendent    **Prepared By:** Superintendent    **Date:** 01/11/2016

**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.

- ❖ Bus Barn
- ❖ Retirement Incentive
- ❖ Yellowstone Boys and Girls Ranch – CSCT Program
- ❖ March 2016 Board Meeting—Date Change
- ❖ Donations—Jim and Cindy Moodie / Ed and Joyce Eck
- ❖ 2016 MHSA Annual Meeting—Monday, January 18, 2016
- ❖ Board Roundtable—Monday, February 8, 2016—LEA Executive Board—5:30 p.m.
- ❖ LJHS Geography Bee—Wednesday, January 14, 2016
- ❖ No School—Monday, January 18, 2016—PIR Day—Google Fest
- ❖ Eagle Booster Crab Feed—Monday, January 18, 2016
- ❖ FHS BPA—Regional Leadership Conference—Monday, January 18, 2016
- ❖ PTO Meeting—Monday, January 18, 2016—7:00 p.m.—Highland Park Elementary
- ❖ Adult Ed Registration—Tuesday, January 19, 2016—12:00 p.m.—CMEC
- ❖ Fourth Grade Music Program—Tuesday, January 26, 2016—7:00 p.m.—FCPA
- ❖ LJHS—Geography Bee—Wednesday, January 27, 2016—2:00 p.m.
- ❖ Eagle Booster Meeting—Monday, February 1, 2016—7:00 p.m.
- ❖ Lewis & Clark Spelling Bee—Friday, February 5, 2016—12:45 p.m.—FCPA
- ❖ WR—Central A Divisional Tournament—Saturday, February 6, 2016—Havre
- ❖ Home Athletic Games/Meets:
  - GBB vs. Browning—Saturday, January 16, 2016—3:00/4:30/6:00 p.m.
  - GBB vs. Billings Ctrl—Thursday, January 21, 2016—4:00/5:30/7:00 p.m.
  - WR—Class A Duals—Friday/Saturday, January 22-23, 2016—4:00 p.m.
  - BBB vs. Belgrade—Friday, January 29, 2016—4:00/5:30/7:00 p.m.
  - GBB vs. Miles City—Saturday, January 30, 2016—3:00/4:30/6:00 p.m.

**SUGGESTED ACTION:** Informational

☒ **Additional Information Attached**



MONTANA HIGH SCHOOL ASSOCIATION  
2016 ANNUAL MEETING

Monday, January 18, 2016  
Billings Hotel and Convention Center  
Billings, Montana

PROPOSALS

1. Proposal to Amend Eighth Grade Participation/Academic/Transfer By-Laws----- 1  
*Presented by: Fromberg High School and Manhattan Christian High School*
  
2. Proposal to Amend Wrestling Weigh-in Procedures ----- 2  
*Presented by: MHSA Executive Board*

## 1. PROPOSAL TO AMEND EIGHTH GRADE PARTICIPATION/ACADEMIC/TRANSFER BY-LAWS

Fromberg and Manhattan Christian High Schools propose the following amendments to By-Laws, Article II, Section (5) Students Below Ninth Grade on page 11 and to Section (10) Transfer Rule on page 12 of the current MHSA Handbook:

Page 11

### Section (5) STUDENTS BELOW NINTH GRADE

5.1 No student who is enrolled in a grade below the ninth shall be eligible to participate in an Association Contest, except as noted in 5.3 or eighth grade students meeting the following requirements:

- a. Eighth grade students may play on high school ~~volleyball, track relay and/or basketball~~ teams. **Any eighth grade student may participate if approved by a school district's local school board.**
- b. ~~Permission for eighth grade participation must be requested by the school and authorization granted by the Executive Director of the MHSA. Once granted approval, those eighth grade participants are eligible to participate in varsity and JV competition.~~ **Schools must notify the MHSA Executive Director with the exact motion made by the Board of Trustees that they will be utilizing eighth grade participants and for what sports they will be competing. After notification those eighth grade participants are eligible to participate in any school stipulated MHSA sport.**
- c. Any eighth grade student allowed to participate will have eight semesters of high school eligibility remaining.
- d. All eighth grade students participating must meet the academic requirements.

The official MHSA waiver form must be used.

5.2 A ninth grade student may not play on a 7th and/or an 8th grade team.

5.3 Any student who is at least fifteen (15) years old on or before midnight August 31 may be declared eligible for participation in Montana High School Association contests by the Executive Director. The Montana high school for which the student will participate must file a request with the Executive Director for consideration. Any student who is declared eligible under this section must participate in athletics at the high school level (grades 9-12) only.

Page 12

### Section (10) TRANSFER RULE

10.1 Any student **(including eighth grade students allowed high school participation)** who transfers from one member high school, home school, or non-member school to a member high school is ineligible to participate in a varsity Association Contest for 90 P.I. days or its equivalent in districts with extended school days/four day weeks from the date of enrollment in the school to which he/she transfers. A student and his/her parents or legal guardians must reside in the attendance area of the school in which he/she is enrolled except for a student enrolling in ninth grade for the first time (see Section (12) Record of Transfer.) This rule applies to a student who transfers after twenty (20) days of enrollment or after he/she participates in an athletic contest while enrolled in grades 9, 10, 11 and 12, **EXCEPT** the following students may be declared eligible:



Rationale:

As enrollment numbers and sport participation numbers continue to decline, it has become common for many Class C schools to use eighth graders to form teams (both JV and Varsity). Currently, the Executive Director of the MHSА must grant authorization. Allowing local school districts to determine eighth grade participation would provide local control and greater equity for 8<sup>th</sup> grade students in Montana.

Fiscal Note:

None

<b>2. PROPOSAL TO AMEND WRESTLING WEIGH-IN PROCEDURES</b>
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The MHSА Executive Board, on behalf of the Athletic Committee, proposes the following addition to Wrestling, II-Weight Control Program, on page 102 of the current MHSА Handbook:

- (9)     *A two-pound weight allowance is allowed for regular season matches held on Monday, Tuesday and Wednesday.***

[Renumber the remaining items of the section.]

Rationale:

Schools are required to hold two home events each season, and this addition makes it easier for schools and participating wrestlers to schedule dual meets early in the week to meet that requirement and promote wrestling in the local community.

**BOARD OF TRUSTEES ROUNDTABLE SCHEDULE**  
**2015-2016**

<b>DATE</b>	<b>GROUP</b>	<b>TIME</b>	<b>MEETING SITE</b>
November 9, 2015	Fergus High School	5:30-6:30 PM	FHS Library
January 11, 2016	Highland Park Elementary	5:30-6:30 PM	Highland Park Gym
February 8, 2016	LEA Executive Board	5:30-6:30 PM	Lincoln Board Room

**BUS TRIPS–ALBERTA BAIR THEATER \* SIGN UP NOW!**

Fee includes coach bus ride to Billings and theater ticket. Prime seats on main floor. Dinner on your own at pre-arranged stop.

**“GARRISON KEILLOR”** One of America’s most beloved radio hosts and acclaimed humorists, Garrison Keillor has hosted National Public Radio’s *A Prairie Home Companion* since 1974. Board the bus at Fergus High School at 2:30 pm, show time at 7:30 pm, Wednesday, **March 2<sup>nd</sup>**. Fee: \$75. No discounts. **Must register and pay by Monday, February 1<sup>st</sup>**.

**“LET IT BE—BEATLES”** Wowing audiences on London’s West End and more than 1,000,000 people worldwide, “*Let it Be*” is jam-packed with over 40 of The Beatles’ greatest hits. Travel back to the magical ‘60s when all you needed was love and a little help from your friends! Board the bus at Fergus High School at 2:30 pm, show time at 7:30 pm, Monday, **March 28<sup>th</sup>**. Fee: \$75. No discounts. **Must register and pay by Thursday, February 25<sup>th</sup>**.

**“MILLION DOLLAR QUARTET”** is the smash-hit musical inspired by the famed recording session that brought together rock ‘n’ roll icons Elvis Presley, Johnny Cash, Jerry Lee Lewis and Carl Perkins for the first and only time and brings that legendary night to life. Board the bus at Fergus High School at 10:30am, show time at 3pm. Sunday, **April 17<sup>th</sup>**. Fee: \$80 No discounts. **Must register and pay by Friday, February 12<sup>th</sup>**.

**MICROSOFT EXCEL BEGINNER / INTERMEDIATE \***

Learn how to create, manage and edit MS Excel worksheets. Common uses for such worksheets are personal or business finances, budgeting, inventory tracking and comparing sets of data. Basic MS Excel skills anyone can master, but must have working knowledge of computers and basic Excel. Instructor: Russell Epperson. CMEC Computer Lab, Mon., Feb. 29 & Thurs., March 3, 6-8 pm. Fee: \$35. No discounts.

**APPLE DEVICES: IPODS, IPADS, & IPHONES \***

Learn the fundamentals of your iOS Apple devices. This includes basic set-up, navigation of settings, naming your device, syncing and backing up through the iTunes platform, and creating a free Apple ID. Instructor: Russell Epperson. CMEC rm. 2, Mon. & Thurs., March 7 & 10, 6-8 pm. Fee: \$30. No discounts.

**BUILD YOUR OWN SPRINKLER SYSTEM & SAVE!**

Participants will learn about codes, parts and assembly of a complete sprinkler system, discussing cost estimates, design and pipe installation, and more. Instructor: Scott Sanford, SAS Sprinkler/Lawn Service. Tues. & Thurs., Feb. 16 & 18, 6-8 pm at SAS Building, 220 E. Main St. Fee: \$30

**KITCHEN AND BATH DESIGN WORKSHOP**

This class will take you through the stages of creating these rooms, whether new construction or remodeling. From collecting ideas to establishing a budget. This class will help you turn your dreams into a reality. Instructor: Jeana Morrison-Noel. CMEC rm. 2, Saturday, March 5. Fee: \$25 for each class or \$45 for both.

**Kitchen Design:** 9-12 pm      **Bath Design:** 1:30-4:30 pm

**CREATIVE WRITING: SHORT STORY AND BEGINNING NOVELS**

Discover how to write a compelling story, & equally compelling characters. Explore basic elements of fiction writing, developing your voice as a writer, advancing your knowledge of character development & story structure. Instructor: Mycheille Norvell. Tues, 5 wks., Feb. 16 – Mar. 15, 6-8 pm in the FHS Library. Fee: \$55

**MAKING BEADED JEWELRY \***

Beginner to intermediate level students will work at their own pace with chain, cord & wire to create the jewelry of their choice. Bring your own supplies or purchase from the instructor. Tools provided. Instructor: Gayle Arntzen. FHS rm. 213, Mon.’s, 4 wks., Feb. 8 - 29, 6-9 pm. Fee: \$50 + supplies. No discounts.

**DRAWING WITH PENCIL AND INK \***

***Register by Feb 1<sup>st</sup>***

Explore the beauty of drawing using high quality drawing pencils & ink pens. Complete 3 separate projects, each designed to get the most out of the materials. Instructor: Clint Loomis. Sun.’s, Feb. 7–21, 2-4:30 pm. Clint Loomis Studio, 221 W. Main. Fee: \$50 + supplies.

**THE ART OF PRINTMAKING**

***Register by Feb 5<sup>th</sup>***

Create your master plate art image by cutting, etching or drawing it, applying ink & printing from the image. Instructor: Paula Walker. Wed.’s, Feb. 17 & 24, 6-8 pm. FHS rm. 216. Fee: \$30+ supplies.

**OFFICE ASSISTANT TRAINING COURSE**

Excellent opportunity for job-ready skills. Career overview, office etiquette, filing, computer skills and accounting. Plus resume and interview skills to land the job! Contact us for information about scholarship and payment plan options. Instructors: Various. CMEC, 6 wks., Tues. & Thurs., Feb. 9-Mar. 17, 6-8:30 pm. Fee: \$75.

**ADULT CONSTRUCTION ACADEMY**

Excellent opportunity to learn job-ready carpentry skills while constructing a home. Instructor: Ron Peevey. CMEC Construction Academy, Tues. & Thurs., 8 wks. Feb. 2 – Mar. 24, 9-11 am. Fee: \$100.

**CONVERSATIONAL SPANISH**

Learn common words, phrases & expressions from native Spanish-speaking instructor. Great for travel or just for fun! Instructor: Chiara Vanderbeek. FHS rm. 213. Tues., 6 wks., Feb. 16–Mar. 22. 6:30-9 pm. Fee: \$60

**COUNTRY WALTZ**

The waltz has been used in country western music as far back as you can trace music. The only 3/4 time dance makes it a must for everyone. For every level of dancer! Instructor: Sherry Bishop. Sun.’s, 4 wks., Feb. 21–Mar.13, 2-4 pm. Garfield gym. Fee: \$40. No discounts.

**STRESS: FIGHT OR FLIGHT?**

“Stress may be one of the most toxic physiological and psychological concerns of the modern world.” (Sapololsky) What does it do to you? Is there good and bad stress? How does bad stress affect us physically, mentally, and emotionally? Learn what you can do about it. Instructor: Rick Wright. Wed., Feb. 17<sup>th</sup>, 6:30-8:30 pm. CMEC rm. 2. Fee: \$20

**MEDITATION & STRESS REDUCTION TECHNIQUES**

Learn how adrenaline affects the brain and the body. Learn to relax using stress reduction and meditation techniques. Revive and renew in this workshop with Chris Tremain. Sat., Feb. 20, 9 am-12 pm. CMEC rm. 2. Fee: \$35

**BASIC YOGA FOR EVERYBODY \***

Basic yoga workshop designed to show the many benefits that yoga offers. Combining gentle and restorative yoga, it is practical for new or returning students. Learn basic postures and poses and discover a new way of fitness. Beginners welcome! Instructor: Loraine Day. 111 W. Main, Thurs., 6 wks., Feb. 18–Mar. 24, 5:30-6:40 pm. Fee: \$55. No discounts.

**MEDITERRANEAN CUISINE COMES TO YOU! \***

**Recipes & Taste-Testing!** There is scientific support for the health benefits associated with a Mediterranean lifestyle. The majority of the foods come from plants; whole grains, fruits, vegetables, herbs and spices, beans, nuts, seeds, olive oil and lean proteins. Explore the culinary practices related to the Mediterranean way of eating and living. Instructor: Denise Seilstad. Thurs., Feb. 25, 6-8 pm. FHS rm. 117. Fee: \$25

**SO GOOD! SO EASY! SO DELICIOUS! \***

**Recipes & Taste-Testing!** Easy meals to make for your family that they will love. Simple recipes for the inexperienced cook that hold great flavors. Quick treats, soups, salads, one dish meals and desserts. Instructor: Joan Carter-Gill. Tues., Feb. 16, 6-8 pm. FHS rm. 117. Fee: \$25

**SCONES AND CROISSANTS BAKING CLASS \***

**Recipes & Taste-Testing!** We will be making 3 or 4 types of scones, a totally non-conventional way. Don’t tell Julia Child! I will show you how I do my croissants and how versatile the dough is for other pastries and treats. Instructor: Konnie Birdwell. Thurs., Mar. 3, 6-8:30 pm. FHS rm. 117. Fee: \$20

**FOOD “SERVSAFE” TRAINING**

Safe food handling training for people who work in temporary food service such as fair booths, school concessions, church suppers, banquets, etc. (or people who are employed in the food service areas such as restaurants, hospitals, daycares, bartending, etc.) Must attend all 4 hrs. to receive certification. Instructor: Denise Seilstad. Mon. & Tues., Feb. 29 & Mar. 1, 6–8 pm. FHS rm. 117 Fee: \$20, includes book. No discounts.

**FIRST AID / ADULT, INFANT & CHILD CPR \***

A certified American Heart Association course with hands-on learning of life-saving techniques, choking & rescue breathing & practical first aid. Instructor: CMMC Occupational Health Services. 408 Wendell Ave. No discounts. **Choose one date:**

**Jan 28 or February 11**

FIRST AID COURSE: Thurs. 5:30-8:30 pm. Fee: \$30

**February 25**

HEALTHCARE PROVIDER CPR: Thurs. 6-9:30 pm. Fee: \$45

**March 10**

HEARTSAVER CPR: Thurs. 6-9:30 pm. Fee: \$40

**March 19**

FIRST AID & CPR Combination: Sat. 8 am-4 pm. Fee: \$50

**ADULT BASIC EDUCATION / HIGH SCHOOL EQUIVALENCY DIPLOMA PREPARATION**

For adults over 16 years old who are not enrolled in a regular school setting. Services include High School equivalency exam (HiSET) preparation, basic computer skills, math, reading, and writing reinforcement, including college and career readiness. Instructor: Paula Walker. CMEC. Start anytime. No charge. Tues., Wed. & Thurs., 9 am-5 pm. Evenings by appointment.

**\* Limited Enrollment**

**ROOM LOCATION KEY: FHS = Fergus High School**

**CMEC = Cent MT Ed Center, Airport Road**

**LJHS = Lewistown Junior High School**

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

13

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

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

Requested By: Board of Trustees    Prepared By: \_\_\_\_\_    Date: 01/11/2016

**SUMMARY:**

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

**SUGGESTED ACTION:**

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

**NOTES:**

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

14

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

ITEM TITLE: MINUTES

Requested By: Board of Trustees    Prepared By: Rebekah Rhoades    Date: 01/11/2016

**SUMMARY:**

The following minutes are attached for your approval:

- Minutes of the December 14, 2016, Regular Board Meeting

**SUGGESTED ACTION:** Approve Minutes as Presented

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

**NOTES:**

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

**MINUTES  
LEWISTOWN PUBLIC SCHOOLS  
BOARD OF TRUSTEES**

**LINCOLN BOARD ROOM**

215 Seventh Avenue South  
Lewistown, Montana 59457

**MONDAY, December 14, 2015**

**REGULAR BOARD MEETING**

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

1. **ROLL CALL**

**TRUSTEES PRESENT:**

Acting Board Chair Phil Koterba, CJ Bailey, Kris Birdwell, Jennifer Thompson,  
Monte Weeden (left at 6:45pm)

**TRUSTEES ABSENT:**

Barb Thomas, Shelley Poss

**STAFF PRESENT:**

Superintendent Jason Butcher, Business Manager/District Clerk Rebekah  
Rhoades, Sandi Chamberlain, Chris Hildebrant, Bobbie Atchison, Noah  
Vallincourt, Steve Paulson, Tim Majerus, Suzie Flentie

**OTHERS PRESENT:**

Student Representative, Heather Wiegert, Doreen Heintz-Lewistown News-  
Argus, June LePage, Sam Fulbright, Zane Fulbright and other interested  
parties.

2. **PLEDGE OF ALLEGIANCE**

The group recited the Pledge of Allegiance.

**BOARD OF TRUSTEES**

3. **PRESENTATION—NOAH VALLINCOURT, *EXPEDITION YELLOWSTONE***

Noah Vallincourt and Steve Paulson, along with students from Lewistown Junior High and staff/parent chaperones, participated in the winter session of *Expedition Yellowstone*, December 4-7, 2015. Mr. Vallincourt and Mr. Paulson explained the process for being selected to participate in this adventure as well as the funding needs. So far the project has received scholarships from Central Montana Foundation, Bureau of Land Management and Yellowstone National Park which greatly helped to reduce the cost each student had to pay personally. Students June LePage and Sam Fulbright shared with the Board what this experience meant to them. Both students highly praised the program and hoped that it can continue for years to come. Zane Fulbright, speaking as a father, group leader, and representative for BLM, reiterated what the students said about the importance of hands on learning and what a terrific experience for everyone involved. Mr. Fulbright also shared the relationship with the BLM and other funding sources for the trip.

4. **REPORT—STUDENT REPRESENTATIVE**

Heather Wiegert, Student Representative to the Board, reported on upcoming activities at Fergus High School. Heather noted Mikayla Comes will be the new student representative starting in January 2016.

5. REPORT—COMMITTEES OF THE BOARD (6:40 p.m.)  
The **Collective Gaining Team** has met several times over the past few weeks (November 12, November 18, December 3, and December 9). The Gaining Team will be presenting the recommendations for the 2016-2018 Collective Bargaining Agreement to the LEA and the Board on January 11, 2016.

The **Building and Grounds Committee** is scheduled to meet on Wednesday, December 16, 2015, at 12:00 p.m.

6. CALENDAR ITEMS, CONCERNS, CORRESPONDENCE, ETC.  
No items were discussed.

#### **SUPERINTENDENT'S REPORT**

7. REPORT—ELECTION INFORMATION  
Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the 2016 School Election Calendar and advised them of the Trustee seats that will be up for election in 2016 – Phil Koterba and Jennifer Thompson.

8. REPORT—INVESTMENT  
Interest earned and distributed for October 2015, was reported with \$3,759.02 in the elementary funds and \$3,335.75 in the high school funds for a total of \$7,094.77.

Interest earned and distributed for November 2015, was reported with \$1,636.61 in the elementary funds and \$1,627.89 in the high school funds for a total of \$3,264.50.

9. OTHER ITEMS  
Superintendent Jason Butcher updated the Board on the status of the Every Student Succeeds Act (ESSA), which re-writes the *No Child Left Behind Act*. The ESSA has been signed by the President and will take effect with the 2016-2017 School Year. Susan Flentie, 8<sup>th</sup> Grade Science Teacher, and students from Lewistown Junior High School were chosen as the Samsung Contest winner for the state of Montana for the second year in a row. LJHS Science teachers Steve Paulson and Suzie Flentie were in attendance and shared with the Board what the next steps of the contest will entail. The Roundtable discussion with the Highland Park Elementary School staff is scheduled for Monday, January 11, 2016, at 5:30 p.m. The regular Board meeting will follow at 6:30 p.m. Google Fest/Beyond the Chalk will be presenting technology workshops for the staff at the January 18, 2016, PIR Training. Mr. Butcher reported that the Calendar Committee has met and is in the process of obtaining votes from staff. The Board also reviewed dates for upcoming events in the District.

#### **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 NOVEMBER 9, 2015, REGULAR BOARD MEETING – approved unanimously (Thompson/Bailey). (6:59 p.m.)

#### **APPROVAL OF CLAIMS**

12. CLAIMS – the claims referenced in the 2015-2016 Bill Schedule and submitted through December 10, 2015, were approved unanimously (Bailey/Thompson). The Finance Committee for October-December 2015 is Board Chair Barb Thomas, Monte Weeden, Shelley Poss, and Jennifer Thompson. The new Finance Committee for January-March 2016 are Acting Board Chair Phil Koterba, CJ Bailey, Jennifer Thompson, Kris Birdwell. (7:00 p.m.)

### **INDIVIDUAL ITEMS**

13. APPROVE ACCEPTING TRUSTEE RESIGNATION AND DECLARATION OF POSITION VACANCY – Tabled until January 11, 2016 Board Meeting – approved unanimously (Birdwell/Weeden). (6:35 p.m.)
14. APPROVE CONTRACT BETWEEN LEWISTOWN PUBLIC SCHOOLS AND CENTRAL MONTANA LEARNING RESOURCE CENTER COOPERATIVE (CMLRCC) FOR SPECIAL EDUCATION SERVICES FOR THE STAR PROGRAM – approved unanimously (Thompson/Bailey). (7:03 p.m.)
15. APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2015-2016 SCHOOL YEAR – Substitute Teacher/Aide List—Aimee Donaldson, Dennie Kay Ellestad, Amy Moore; Substitute School Food Service List—Dennie Kay Ellestad, Karen Hanson, Elizabeth Lansing – approved unanimously (Thompson/Bailey). (7:06 p.m.)
16. APPROVE PERSONNEL REPORT – See Exhibit A – approved unanimously (Bailey/Thompson). (7:07 p.m.)

### **EXECUTIVE SESSION**

17. SUPERINTENDENT'S EVALUATION  
Acting Chair Phil Koterba called for an Executive Session at 7:08 p.m. to conduct the Superintendent's evaluation stating that the individual's right to privacy clearly exceeds the public's right to know.

### **ADJOURNMENT**

The meeting was called back into regular session at 8:00 p.m. and adjourned. The next regular meeting will be held at 6:30 p.m. on Monday, January 11, 2016, at Highland Park Elementary School.

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**PHIL KOTERBA**  
**ACTING BOARD CHAIR**

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**REBEKAH RHOADES**  
**BUSINESS MANAGER/CLERK**



**“EXHIBIT A”  
PAGE 1 OF 2**

**LEWISTOWN PUBLIC SCHOOLS  
LEWISTOWN, MONTANA**

**PERSONNEL REPORT FOR BOARD ACTION**

**DATE:** December 14, 2015

<i><b>EMPLOYEE NAME</b></i>	<i><b>POSITION</b></i>	<i><b>LOCATION</b></i>	<i><b>RECOMMENDED ACTION</b></i>	<i><b>EFFECTIVE DATE</b></i>	<i><b>COMMENTS</b></i>
<b>BALDWIN, William “Scott”</b>	Technology Support Specialist	Lewistown Public Schools	Approve appointment on schedule—COMPUTER TECH Step 0 for up to 8.0 hours per day for the remainder of 2015-2016 School Year (up to 159 days)	November 23, 2015	See attached hiring recommendation.
<b>BARBER, Randall</b>	Maintenance Director	Lewistown Public Schools	Approve appointment as per recommendation—\$30,461.76 for the remainder of the 2015-2016 Fiscal Year (144 Days) based on \$55,000 per year salary	December 14, 2015	See attached hiring recommendation.
<b>NOEL, Cindy</b>	Bus Route Driver	Lewistown Public Schools	Approve revision of contract to reflect additional duties—change from up to 5.50 hours per day to up to 7.50 hours per day for the remainder of the 2015-2016 School Year (up to 113 Days)	December 14, 2015	See attached memo.
<b>OSBURN-CAUFFMAN, Nancy</b>	Paraprofessional	Lewistown Junior High School	Approve revision of contract to reflect reduction of days worked per week—from five (5) days per week to three (3) days per week for up to 6.50 hours per day for the remainder of the 2015-2016 School Year (up to 66 days)	December 14, 2015	See attached memo.
<b>JOHNSON, Bridgett</b>	Paraprofessional	Lewistown Junior High School	Approve appointment on schedule—PARA Step 0+CERT for up to 6.50 hours per day for two (2) days per week (up to 44 days)	December 14, 2015	See attached memo.

**“EXHIBIT A”  
PAGE 2 OF 2**

**LEWISTOWN PUBLIC SCHOOLS  
LEWISTOWN, MONTANA**

**PERSONNEL REPORT FOR BOARD ACTION**

**DATE:** December 14, 2015

<i><b>EMPLOYEE NAME</b></i>	<i><b>POSITION</b></i>	<i><b>LOCATION</b></i>	<i><b>RECOMMENDED ACTION</b></i>	<i><b>EFFECTIVE DATE</b></i>	<i><b>COMMENTS</b></i>
<b>SLAGEL, Debra</b>	Guidance Counselor	Fergus High School	Approve revision of contract to reflect change in number of days worked— from 0.353 FTE to 1.00 FTE for the remainder of the 2015-2016 School Year (112.5 Days)	December 14, 2015	Debra Slagel has consented to return to full time for the remainder of the year.
<b>MANE, Jeanna</b>	Head Cheerleading Coach	Lewistown Junior High School	Approve appointment on schedule— (0.030)	December 14, 2015	See attached memo.
<b>GRAHAM, Jimmy TRAFTON, Kyle</b>	Volunteer Boys Basketball Coaches	Fergus High School	Approve appointment on a volunteer basis	December 14, 2015	See attached memo.
<b>GROVER, Hunter</b>	Volunteer Wrestling Coach	Fergus High School	Approve appointment on a volunteer basis	December 14, 2015	See attached memo.
<b>HANSON, Karen</b>	Food Server/Cashier	Fergus High School	Accept letter of resignation	January 3, 2016	See attached letter. Karen is willing to be on the substitute list for the remainder of the school year to help out as needed.
<b>SMITH, Margee</b>	Kindergarten Teacher	Highland Park Elementary School	Approve Out-of-State Travel Request to attend the American Federation of Teachers Member Engagement Conference in San Francisco, CA	January 15-16, 2016	See attached memo.
<b>CONNER, Kar</b>	Assistant Girls Basketball Coach	Lewistown Junior High School	Accept letter of resignation	December 14, 2015	See attached letter.

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

15

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

**ITEM TITLE:** CLAIMS

**Requested By:** Board of Trustees    **Prepared By:** LuAnn Schrauth    **Date:** 01/11/2016

**SUMMARY:**

Approve claims paid through January 7, 2016, as approved by the Finance Committee.

Members of the Finance Committee for January-March 2016 include: Board Chair Phil Koterba, CJ Bailey, Kris Birdwell, and Jennifer Thompson.

**SUGGESTED ACTION:** Approve Claims as Presented

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

**NOTES:**

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

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

16

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

**ITEM TITLE:** APPROVE ACCEPTING TRUSTEE RESIGNATION AND DECLARATION OF POSITION VACANCY

**Requested By:** Board of Trustees    **Prepared By:** \_\_\_\_\_    **Date:** 01/11/2016

**SUMMARY:**

The Board of Trustees needs to accept the resignation submitted in writing by Trustee Barb Thomas effective December 18, 2015.

Whenever a Trustee position becomes vacant in any district, the remaining members of the Trustees shall declare such position vacant and they shall appoint, in writing within 60 days, a competent person as a successor. Please find attached MCA 20-3-309 – Filling a Vacated Trustee Position.

**Time Line for Trustee Vacancy:**

January 11, 2016 – Declaration of Position Vacancy  
January 16, 2016 – Advertise: Letter of Interest (Oath of Candidacy)  
January 29, 2016 – Deadline for Letters  
February 8, 2016 – Interviews  
March 2016 Board Meeting – Appoint New Trustee  
March 11, 2016 – 60 day deadline for appointment

**SUGGESTED ACTION:** Approve Accepting Trustee Resignation and Declaration of Position Vacancy

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

**NOTES:**

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

December 7, 2015

Lewistown School District #1

Lewistown, MT 59457

RE: resignation of school board

To: Rebekah Rhodes and Jason Butcher,

Please allow this letter to serve as my official notice of resignation as of December 18, 2015; from the Lewistown School District #1 Board of Trustees. My last official meeting will be December 14, 2015. The reason for my resignation is that I have relocated to Billings, MT and as of December 18, 2015 will no longer own property in Fergus County or be a registered voter for Fergus County.

I have greatly enjoyed my time on the board and the opportunity it gave me to work for the students of Lewistown, MT. Please contact me with any questions you may have.

Respectfully Submitted,

Barbara Thomas

Board of Trustees, Lewistown MT

## Montana Code Annotated 2011

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

**20-3-309. Filling vacated trustee position -- appointee qualification and term of office.** (1) Whenever a trustee position becomes vacant in any district, the remaining members of the trustees shall declare the position vacant and they shall appoint, in writing within 60 days, a competent person as a successor. The trustees shall notify the appointee and the county superintendent of the appointment. If the trustees do not make the appointment within the 60-day period, the county superintendent shall appoint, in writing, a competent person as a successor and notify the person of the appointment.

(2) A person who has been appointed to a trustee position shall qualify by completing and filing an oath of office with the county superintendent within 15 days after receiving notice of appointment. Failure to file the oath of office constitutes a continuation of the trustee position vacancy that must be filled under the provisions of this section.

(3) A person assuming a trustee position under the provisions of this section shall serve until the next regular school election and until a successor has qualified.

**History:** En. 75-5918 by Sec. 47, Ch. 5, L. 1971; amd. Sec. 3, Ch. 122, L. 1975; amd. Sec. 5, Ch. 266, L. 1977; R.C.M. 1947, 75-5918; amd. Sec. 2, Ch. 269, L. 1979; amd. Sec. 279, Ch. 56, L. 2009.

*Provided by Montana Legislative Services*

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

17

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

ITEM TITLE: CALL FOR NOMINATIONS AND ELECTION OF BOARD VICE-CHAIR

Requested By: Board of Trustees    Prepared By: \_\_\_\_\_    Date: 01/11/2016

**SUMMARY:**

Board Chair Phil Koterba needs to call for nominations for the open Vice-Chair position on the Board. Once the nomination have been made the Trustees need to cast their vote.

**SUGGESTED ACTION:**    Call for Vote to Elect Board Vice-Chair

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

**NOTES:**

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

**LEWISTOWN PUBLIC SCHOOLS**  
**Lewistown, Montana**

**BOARD AGENDA ITEM**

**Meeting Date**

01/11/2016

**Agenda Item No.**

18

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

**ITEM TITLE:** DECISION AND RATIFICATION OR DENIAL OF THE 2016-2018 COLLECTIVE BARGAINING AGREEMENT

**Requested By:** Board of Trustees    **Prepared By:** Gaining Team    **Date:** 01/11/2016

**SUMMARY:**

The Board of Trustees needs to make a decision and call for a vote to ratify or decline the proposal for the 2016-2018 Collective Bargaining Agreement as presented by the Collective Gaining Team.

**SUGGESTED ACTION:** Call for Vote to Ratify or Decline Proposal for the 2016-2018 Collective Bargaining Agreement

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

**NOTES:**

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



~~2014-~~  
~~2016~~2016-  
2018

## LPS Collective Bargaining Agreement



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# **COLLECTIVE BARGAINING AGREEMENT**

## **ARTICLE I**

### **CONTRACT OF AGREEMENT**

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

## **ARTICLE II**

### **RECOGNITION**

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

## **ARTICLE III**

### **TEACHER RIGHTS**

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

F. Personnel Files:

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

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

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

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

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

**E. PROFESSIONAL REPRESENTATION FEE:**

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

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

**ARTICLE V**

**RIGHTS OF THE BOARD**

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

**ARTICLE VI**

**REOPENING OF NEGOTIATIONS**

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

## ARTICLE VII

### LEAVES

#### A. PROFESSIONAL LEAVE:

1. Temporary leave at full salary may be provided each teacher for visitation to other schools, attendance at education conferences, serving on committees, serving duties of professionally elected offices, and attendance at professional association conferences, conventions and assemblies if approved by the administration.
2. Temporary leave at full salary may be provided to officers or members of an association that may be identified with a subject or discipline for conventions:
  - a. In-state attendance may be allowed by consent of the Superintendent.
  - b. Out-of-state attendance must be presented to the Board of Trustees for approval.
3. Reasonable expenses shall be paid to the teacher(s) attending such meetings, unless such expenses are waived by mutual agreement between the teacher(s) involved and the administration. Such waivers of expenses should be in written form and signed by the involved party.
4. Teachers who participate during the school day in meetings, conferences, and/or assemblies whose purpose is to plan or execute negotiation proposals shall have deducted 1/187th of their annual salary per day of attendance. This does not include the Montana Education Association Annual IPD (Instruction and Professional Development) Conference.
5. School absences due to Delegate Assembly attendance, will result in a reduction in pay equivalent to the substitute pay rate for the participating teacher(s).

#### 6. LEA PRESIDENT WORK LEAVE

- a. The president of the Association shall be granted not more than one day per month in order to perform the duties of the office. Such leave shall be requested at the discretion of the president; however, the president shall make an effort to take the leave subject to the availability of a substitute. Such leave shall be requested in writing in advance and shall be authorized by the Superintendent or his designee.
- b. President work leave must be used to complete the duties directly related to Association business. Such leave shall not be used for political-action related activities in accordance with state law.
- c. President work leave days may not be carried over to a new year.
- d. President work leave shall not replace other leave days already allocated to the president.
- e. The Association shall reimburse the district for the substitute wages incurred during the president work leave time.

#### B. SABBATICAL LEAVE:

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

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

C. EXTENDED LEAVE:

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

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

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

5. Length of Leave of Absence:

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

6. Effective and Termination Dates:

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

7. Return to Position after Leave of Absence:

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

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

E. DISCRETIONARY LEAVE:

1. A teaching employee shall be granted ten (10) discretionary days each year. Discretionary leave may be used for an illness (either employee's own or dependent's medical appointment or illness) or personal business.
2. Notification of intention to take leave for personal business should be submitted to the principal, who will forward the request for authorization by the Superintendent or his designee at least five (5) working days, but no less than twenty-four (24) hours before taking such leave, except in the case of an emergency.
3. When a teacher has used all ten (10) days of discretionary leave in one year, no further leaves for personal business will be granted.
4. Discretionary leave requested for personal business may be denied if more than six percent (6%) of the teaching staff is absent on personal leave at the time such leave is to be taken.
5. ~~Discretionary leave for personal business will not be granted on the first three and last three (3) pupil instruction days of the year, during parent/teacher conferences, or if a substitute is not available. Additionally, said leave will not be granted on the scheduled work day before, or the scheduled work day after a school holiday or break. A school holiday or break is defined as a day during the school year which is not designated as a pupil instruction day. One (1) of the discretionary leave for personal business days may be used as emergency leave not requiring advance written authorization. Requests for Discretionary Leave will be made and approved in advance based on the availability of substitutes.~~



Requests for Discretionary Leave to be taken during the first or last two days of any semester, on a PIR day, or in extension of a scheduled day(s) off, shall be submitted to and approved in the sole discretion of the Superintendent and/or Building Administrator.

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

F. BEREAVEMENT AND FAMILY ILLNESS:

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

G. FAMILY LEAVE:

1. Maternity leave shall be granted for a normal disability period as the result of pregnancy, childbirth and recovery. Such leave will be charged against the employee's discretionary leave and earned accumulated sick leave. Any days during this period not covered by accumulated sick leave shall be considered leave of absence without pay.
2. In the event that the employee's disabling condition extends past the thirty (30) day period, an exception to Section 1 shall be made. Such disabling condition must be diagnosed and documented by a licensed medical doctor stating the need for an extended disability time period. Such documentation shall be submitted to the Board of Trustees. The Board reserves the right to require a second medical opinion to verify extension requests. Extended disability days granted under this section may, at the employee's discretion, be charged against the employee's earned accumulated sick leave. Any days during this extension period not covered by accumulated sick leave shall be considered leave of absence without

pay.

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

4. Definitions:

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

H. ADOPTION LEAVE:

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

I. FAMILY/MEDICAL LEAVE ACT:

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

## ARTICLE VIII

### INSURANCE

A. MEDICAL AND DENTAL INSURANCE:

1. The Board will contribute the following amounts per month from September 1, ~~2014-2016~~ to August 31, ~~2015-2017~~ per family toward the comprehensive major medical and dental programs in effect for during those time periods respectively.

Single	\$ <del>492556</del>	Family	\$ <del>759857</del>
Two-Party	\$ <del>665751</del>	Two Staff - No Dependent	\$ <del>9851112</del>
Employee with Dependent	\$ <del>650734</del>	Two Staff - With Dependent	\$ <del>10791218</del>

The Board will contribute the following amounts per month from September 1, ~~2015-2017~~ to August 31, ~~2016-2018~~ per family toward the comprehensive major medical and dental programs in effect during those time periods respectively. ~~Additionally, the option to open up gaining for insurance purposes only may be requested with a letter addressed to the Lewistown School Board from the LEA President by December 1, 2014. This process must be finalized prior to February 1, 2015.~~

Single	\$ <del>584529</del>	Two-Party	\$ <del>789745</del>
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Employee with Dependent \$ ~~771699~~  
Family \$ ~~900846~~

Two Staff - No Dependent \$ ~~11684059~~  
Two Staff - With Dependent \$ ~~12794460~~

2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, ~~2014-2016~~ to August 31, ~~2016-2018~~.
3. In cases where two (2) persons married to each other are employed by the District and are eligible for medical insurance coverage, one (1) employee will be considered a dependent of the other; and will be referred to as Two Staff in the list above.
4. If a teacher elects one of the District provided high deductible health insurance options that are eligible for a Health Savings Account (HSA), any unused District contributions as provided in subsections 1 above, will be deposited into a Health Savings Account associated with their insurance benefit (see Section E below).

**B. LIFE AND DISABILITY INSURANCE:**

1. The Board shall provide a group insurance policy providing a life insurance benefit of \$20,000 for each teacher and a long-term disability insurance program.
2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, ~~2014-2016~~ to August 31, ~~2016-2018~~.

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

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

**D. FLEXIBLE BENEFITS PLAN (IRS SECTION 125):** The District will establish some flexible benefits plan based on Section 125 of the IRS code to pay eligible, non-reimbursable health and dependent care costs. The plan will be administered by an outside carrier based on mutually agreed upon specifications. The District will assume the start-up costs to administer the program. Employee orientation and education will be provided regarding the plan use. Participating employees will pay fees related to their individual accounts. Participation in the plan by employees will be voluntary.

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

**ARTICLE IX**

**WORK LOAD AND CONDITIONS**

A. TEACHER WORK LOAD:

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

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

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

D. VOLUNTARY TRANSFERS: In order to provide for diversity of experience and to enhance and broaden professional skills, the voluntary transfer of teachers shall be encouraged. Transfers into positions for the ensuing school year will be available in accordance with the following:

1. The Superintendent will provide an opportunity for staff to express their desire for transfer to other positions in writing prior to March 1 of each year.
2. The administration will consider the transfer requests before vacancies for the ensuing year are listed outside the District.
3. However, the District shall normally fill a vacancy that occurs during the school year with individuals other than those who already have assigned duties.
4. For the purpose of transfer and reassignment, the Elementary and High School District will be treated as the same employer and transferred teachers will retain tenure.

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

F. REDUCTION IN TEACHING STAFF:

1. Procedure: In the event the School District determines to reduce teaching staff, the provision of the Article shall apply.
  - a. Necessary staff reduction will be achieved through the following steps, in the order listed:
  - b. Normal attrition from retirement and resignation;
  - c. Non-tenured teachers;
  - d. Tenured teachers according to the seniority provision described herein;
  - e. Teachers will not be laid off during the school year in which they are employed.

2. Definitions:

- a. Teachers: The term teachers, as used in Article IX, Section D., shall refer only to tenured teachers regularly employed at least half-time by the School District.
- b. Qualified: Qualified means a tenured teacher who holds a valid certificate from the Montana State Department of Public Instruction to teach in a particular subject matter category and grade level and who has taught within the last ten (10) years in such subject matter category and grade level or who is currently teaching in a particular subject matter category or grade level at the time of lay off action.
- c. Subject Matter: Subject matter shall mean such categories as are determined by the State Department of Public Instruction for certification purposes.
- d. Grade level means the educational configurations K-8 and 7-12. Preschool teachers will be included in the K-8 category.

3. Seniority:

- a. Seniority shall mean the number of days of continuous service of the regular school year (excluding summer session and extended employment), commencing with the first day of actual service in the school district including authorized leave of absences allowed by the School District pursuant to this agreement.
- b. Probationary teachers shall not acquire seniority until such teacher acquires tenure and upon acquisition of tenure, the seniority date shall relate back to his/her first day of continuous service.
- c. In determining the list of seniority, a teacher whose employment has been legally terminated and whose employment is subsequently reinstated without interruption, shall be deemed to be in continuous service.
- d. In the event that seniority is equal for purposes of layoff, order of seniority shall be determined by advanced training in the field being taught and the personnel evaluations. The Board shall make the decision, and such decision shall be final.

4. Seniority Categories:

- a. For the purpose of this Article, seniority shall exist for teachers in the following categories:
  - Elementary teachers with particular endorsements
  - Secondary teachers with particular endorsements
- b. Seniority shall be recognized district-wide. There shall be no seniority except that as measured by definition herein.
- c. Seniority lists shall be maintained separately for each of the above categories and a teacher shall appear only on the seniority list within the category of his/her present employment. Lists will be provided upon request by the Association or Administration.

5. Order of Layoff

- a. In the event of a staff reduction, tenured teachers shall not be placed on layoff if there is a probationary teacher employed in the same category as the tenured teacher, provided the tenured teacher is licensed and qualified for the assignment, as defined in this Article.
- b. If the determined reduction is not accomplished by Subsection A hereof, then the School District may place tenured teachers on layoff in order of inverse seniority within the areas of seniority category, certification and qualification as defined in this Article.

6. Recall:

- a. Address for Recall: When placed on layoff, a teacher shall maintain a current address with the School District.
- b. Order for Recall: No new teachers shall be employed by the School District while any tenured teacher, certified and qualified as described herein is on layoff in the category and subject matter described herein. Tenured teachers shall first be recalled in inverse order in which order said teachers were placed on layoff, provided that in any case, the teachers must be licensed and qualified in the appropriate category.
- c. Re-employment Rights: Re-employment rights shall automatically cease after one (1) calendar year from July 31 of the school year last completed.
- d. Loss of Recall Rights: Teachers placed on layoff in accordance with this Article shall lose recall rights for any of the following reasons:
  - Teacher voluntarily resigns.
  - Failure to accept re-employment within ten (10) calendar days of receipt of recall notice. If the School District is unable to effect delivery of a registered letter, return receipt requested, the District, after (5) days, shall send notice of recall by certified mail and the ten (10) day period provided herein shall commence running at the time the notice by certified mail is sent.
  - If a teacher fails to report for duty within fifteen (15) days after acceptance of recall or the first day of job assignment, whichever occurs latest.

7. Effect: Nothing in this Article shall be construed to limit the authority of the School District to determine number of employees, the establishment and priority of programs, or the right to reduce staff.

8. Standing Committee:

- a. The Board will appoint a standing committee to make recommendations to the Board in regard to an anticipated reduction in staff. This committee will consist of the superintendent, one (1) elementary administrator, one (1) secondary administrator, one (1) Board member, ex-officio, and one (1) elementary and one (1) secondary teacher, selected by the Association.
- b. Nothing in subsection 8. a. will restrict the Board's right to act expeditiously to reduce staff members when circumstances warrant.

## **ARTICLE X**

### **PREPARATION TIME**

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

## **ARTICLE XI**

### **STAFF EVALUATION**

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

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

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

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

On a year when a tenured teacher may be assigned to use the peer observation process they will be required to observe two different teacher lessons or classrooms (unless required as per section G -

Improvement of Professional Personnel) and are to share their observation with each teacher observed. As a part of the peer observation process they are to have a conference to discuss these observations with their building principal. Likewise, the written evaluation must be submitted to the Superintendent prior to June 1 by the administration.

- E. Evaluation Content: If the teacher believes the evaluation or a post-observation summary is incomplete or inaccurate, the teacher may submit any objections in writing, which shall be attached to the personnel file copy of the evaluation, provided such written objections are submitted to the Superintendent's Office within twenty working days after receipt of the evaluation by the teacher. It is management's right and responsibility to assess performance and therefore, the content of evaluations performed in accordance with the provisions of this Article are not grievable.
- F. All observations of teacher performance shall be conducted openly and within the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- G. Improvement of Professional Performance:
  - 1. Should deficiencies be observed in the performance of a teacher, the evaluator shall provide the teacher with specific, reasonable, written recommendations for improvement and with definite, positive assistance including time during the school day, material resources, and/or consultant services to implement the recommendations. The plan for the improvement of professional performance shall begin as soon as practical.
  - 2. When the teacher fails to meet the written recommendations for improvement and non-renewal is imminent, the teacher is entitled to representation.

## **ARTICLE XII**

### **OTHER EMPLOYMENT**

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

## **ARTICLE XIII**

### **STUDENT DISCIPLINE**

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

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS:**

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



- B. PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. PROCEDURE:
1. Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
  2. In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school term, the Association and the Board shall mutually reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
  3. LEVEL ONE: A teacher with a grievance shall first discuss it with his/her principal or designated supervisor with the objective of resolving the matter informally within ten (10) school days of the occurrence of the alleged grievance. An aggrieved person has the right to be represented by the Association's designated representative at Levels One, Two, and Three. If the grievant desires the Association or other representative to represent him/her in their grievance, the grievant shall so stipulate, in writing, on the grievance submitted at Level Two.
  4. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file, by registered letter, the grievance with the District Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The decision reached at Level Two shall be issued in writing to the aggrieved person if not represented by the Association or to the Association and the aggrieved person no later than ten (10) school days following the Level Two meeting.
  5. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) school days after a decision by the Superintendent or within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file by registered letter the grievance with the Board of Trustees.
  6. Within ten (10) school days after receiving the grievance the Board of Trustees shall call a meeting with the aggrieved person and/or his/her representative for the purpose of resolving the grievance. Such resolution shall be in writing.
  7. LEVEL FOUR: Grievance Arbitration
    - a. If the disposition of the grievance is not satisfactory, the grievance may be submitted before an impartial arbitrator. The Association shall give the Superintendent written notice of its intention to submit the issue(s) to arbitration within twenty (20) days of receipt of the Board's decision at Level Three or expiration of the time lines specified in Level Three.
    - b. Within ten (10) days after such notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or Board of Personnel Appeals by the Board Chairman and the Association President.
    - c. Within five (5) days of receipt of the list each party shall alternately strike names from the list of arbitrators. The name remaining shall be the arbitrator.
    - d. The arbitrator shall consider the grievance and have all necessary authority to render a full and effective decision that shall be final and binding upon the parties. The arbitrator cannot modify the terms of the agreement.
    - e. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

D. RIGHTS OF TEACHERS: No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R. & R. committee or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS:

1. Forms for the submission and recording of formal grievances shall be readily available to all teachers through the Association. The decisions and appeals through all levels of the grievance procedure shall be recorded on these forms.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. No meetings or hearings at Levels One and Two, under this grievance procedure, shall be conducted in public. Such meetings and hearings at Levels One and Two shall include only the parties in interest and their designated or selected representatives, heretofore referred to in this policy.
4. Failure by the appropriate party to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the appropriate party may appeal it to the next level. This shall not negate the obligation of either party to respond in writing at each level of this procedure. Time limits provided herein may be extended by written mutual agreement by the parties at that step.
5. Should a grievant allege the same violation of contract to any outside authority the grievance should be deemed moot.

## **ARTICLE XV**

### **PROFESSIONAL GROWTH AND CONDITIONS OF EMPLOYMENT**

- A. The salary schedule will not reduce the salary for any teacher in the system below the salary being paid to the teacher at the time of the adoption of this schedule.
- B. The salary increments in the schedule represent increases that the teacher who demonstrates professional growth and development commensurate with his/her years of experience and training may expect.
- C. On or before September 1 of each year, the teacher shall provide written notice of credits earned to the Clerk of the School District. An official transcript must be received in the Clerk's office within sixty (60) calendar days after the teacher begins to perform his/her services.

D. ADDITIONAL EDUCATION

1. POST-BACHELOR TRAINING: Additional training, up to the BA+30 level, will be recognized only if obtained in the candidates teaching field or Board approved field, if granted by an accredited college or university and submitted to the Superintendent. Teachers are strongly suggested to obtain written pre-approval from the Superintendent prior to taking specific additional course work or training for advancement purposes. A teacher who takes additional training or course work without obtaining pre-approval takes said course work at his or her own risk without guarantee of salary advancement. A teacher will be granted a hearing by the Board if another field is desired. This section applies only to credits earned after June 1, 1995.
2. ~~FIFTH YEAR PROGRAM/STATUS: Course work is to be approved by the institution that will recommend the Class 1 certificate. When another endorsement to the certificate is not desired, and no change in the level of teaching is desired, but the applicant wishes to improve his or her teaching at the current instructional level, a letter indicating that the teacher has been admitted to the fifth year program from the institution is a substitute for that planned program.~~
3. MASTER'S DEGREE: Training toward master's degree status will be recognized on the salary schedule only if obtained in the candidate's teaching field or Board-approved field and must be part of a university

or college-approved planned master's degree program and submitted to the Superintendent by September 1. A teacher will be granted a hearing by the Board if another field is desired.

4. POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree ~~and fifth-year status~~ will be recognized only if obtained in the candidate's teaching field or Board-approved field and if granted by an accredited college or university. A teacher will be granted a hearing by the Board if another field is desired.

- E. All licensed personnel must earn sixty (60) renewal units every five (5) year renewal period. Class 2 and 4 certificate holders must earn at least forty (40) renewal units through college credit. Class one (1) and three (3) certificate holders may earn sixty (60) renewal units with or without college credit.

Renewal units may be earned as follows:

- One renewal unit may be earned through one (1) hour of attendance at an approved professional development opportunity.
  - Two (2) renewal units may be earned through a one (1) hour presentation at an approved professional development opportunity.
  - Ten (10) renewal units may be earned with one (1) quarter college credit; fifteen (15) renewal units with one (1) semester college credit.
  - Renewal units must be earned and reported to the Office of Public Instruction and District Administration in five (5) unit amounts.
- F. Arrangements are to be made with the Superintendent and approved by the Board for credit to be given for travel and certain in-service programs. Allowance of credit is to be based upon classroom utilization and benefit to the children of School District #1.
- G. Previous Experience: Teachers will be given credit on the salary schedule for up to nine (9) years teaching experience (step 9 in the schedule below) in any school district accredited by a recognized accrediting agency.
- H. Should the teacher fail to meet the requirement as set forth in this Article, the salary increment for the ensuing year shall be withheld and no further increment shall be given until the requirement has been met.
- I. Should the salary increment be withheld for failure to meet the requirements, when the requirements are met, further progress on the salary schedule shall begin where increments were withheld and continue at the rate of one (1) step per year.
- J. As stated in an individual teacher's contract the district reserves the right to impose liquidated damages for the teacher being released.

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

LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX — 4.1 ATTAINMENT LEVEL  
JULY 1, 2014 — JUNE 30, 2015

STEP	BA	BA+10	BA+20	BA+30/ 5th-Year	MA	MA+10	MA+20	MA+30
*0	26,938	27,867	28,818	29,284	29,748	30,699	31,628	32,555
1	28,032	29,069	30,103	30,623	31,140	32,175	33,212	34,222
2	29,125	30,270	31,388	31,962	32,533	33,651	34,796	35,889
3	30,219	31,472	32,673	33,301	33,926	35,127	36,380	37,557
**4	31,313	32,673	33,958	34,640	35,318	36,603	37,964	39,224
5	32,406	33,875	35,243	35,978	36,711	38,080	39,548	40,892
6	33,500	35,076	36,528	37,317	38,104	39,556	41,132	42,559
7	34,594	36,277	37,813	38,656	39,496	41,032	42,716	44,227
8	35,687	37,479	39,098	39,995	40,889	42,508	44,300	45,894
***9	36,781	38,680	40,383	41,334	42,282	43,984	45,883	47,562
10	37,875	39,882	41,668	42,672	43,675	45,461	47,467	49,229
11	38,969	41,083	42,953	44,011	45,067	46,937	49,051	50,897
12	40,062	42,285	44,238	45,350	46,460	48,413	50,635	52,564
13	40,062	43,486	45,523	46,689	47,853	49,889	52,219	54,232
14	40,062	43,486	46,807	48,028	49,245	51,365	53,803	55,899
15	40,062	43,486	46,807	49,367	50,638	52,842	55,387	57,567

LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX — 4.1 ATTAINMENT LEVEL  
JULY 1, 2015 — JUNE 30, 2016

STEP	BA	BA+10	BA+20	BA+30/ 5th-Year	MA	MA+10	MA+20	MA+30
*0	27,477	28,425	29,395	29,870	30,343	31,313	32,261	33,206
1	28,593	29,650	30,706	31,236	31,763	32,819	33,876	34,907
2	29,708	30,876	32,016	32,601	33,184	34,324	35,492	36,608
3	30,824	32,101	33,327	33,967	34,605	35,830	37,108	38,308
**4	31,939	33,327	34,638	35,333	36,025	37,336	38,723	40,009
5	33,055	34,552	35,948	36,698	37,446	38,841	40,339	41,710
6	34,170	35,778	37,259	38,064	38,866	40,347	41,955	43,411
7	35,286	37,003	38,569	39,429	40,287	41,853	43,570	45,112
8	36,402	38,229	39,880	40,795	41,707	43,359	45,186	46,813
***9	37,517	39,454	41,191	42,161	43,128	44,864	46,802	48,513
10	38,633	40,680	42,501	43,526	44,548	46,370	48,417	50,214
11	39,748	41,905	43,812	44,892	45,969	47,876	50,033	51,915
12	40,864	43,131	45,123	46,258	47,390	49,382	51,649	53,616
13	40,864	44,356	46,433	47,623	48,810	50,887	53,264	55,317
14	40,864	44,356	47,744	48,989	50,231	52,393	54,880	57,018
15	40,864	44,356	47,744	50,354	51,651	53,899	56,495	58,718

LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
JULY 1, 2016 - JUNE 30, 2017

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
<u>*0</u>	<u>28027</u>	<u>28994</u>	<u>29983</u>	<u>30468</u>	<u>30950</u>	<u>31940</u>	<u>32907</u>	<u>33871</u>
<u>1</u>	<u>29165</u>	<u>30244</u>	<u>31320</u>	<u>31861</u>	<u>32399</u>	<u>33475</u>	<u>34554</u>	<u>35606</u>
<u>2</u>	<u>30303</u>	<u>31494</u>	<u>32657</u>	<u>33254</u>	<u>33848</u>	<u>35011</u>	<u>36202</u>	<u>37340</u>
<u>3</u>	<u>31441</u>	<u>32744</u>	<u>33994</u>	<u>34647</u>	<u>35297</u>	<u>36547</u>	<u>37850</u>	<u>39075</u>
<u>**4</u>	<u>32579</u>	<u>33994</u>	<u>35331</u>	<u>36040</u>	<u>36746</u>	<u>38083</u>	<u>39498</u>	<u>40810</u>
<u>5</u>	<u>33716</u>	<u>35244</u>	<u>36668</u>	<u>37433</u>	<u>38195</u>	<u>39619</u>	<u>41146</u>	<u>42545</u>
<u>6</u>	<u>34854</u>	<u>36494</u>	<u>38005</u>	<u>38826</u>	<u>39644</u>	<u>41155</u>	<u>42794</u>	<u>44280</u>
<u>7</u>	<u>35992</u>	<u>37744</u>	<u>39341</u>	<u>40219</u>	<u>41093</u>	<u>42691</u>	<u>44442</u>	<u>46015</u>
<u>8</u>	<u>37130</u>	<u>38994</u>	<u>40678</u>	<u>41612</u>	<u>42542</u>	<u>44227</u>	<u>46090</u>	<u>47750</u>
<u>***9</u>	<u>38268</u>	<u>40244</u>	<u>42015</u>	<u>43005</u>	<u>43991</u>	<u>45762</u>	<u>47738</u>	<u>49484</u>
<u>10</u>	<u>39406</u>	<u>41494</u>	<u>43352</u>	<u>44398</u>	<u>45440</u>	<u>47298</u>	<u>49386</u>	<u>51219</u>
<u>11</u>	<u>40544</u>	<u>42744</u>	<u>44689</u>	<u>45791</u>	<u>46889</u>	<u>48834</u>	<u>51034</u>	<u>52954</u>
<u>12</u>	<u>41682</u>	<u>43994</u>	<u>46026</u>	<u>47183</u>	<u>48338</u>	<u>50370</u>	<u>52682</u>	<u>54689</u>
<u>13</u>	<u>41682</u>	<u>45244</u>	<u>47363</u>	<u>48576</u>	<u>49787</u>	<u>51906</u>	<u>54330</u>	<u>56424</u>
<u>14</u>	<u>41682</u>	<u>45244</u>	<u>48700</u>	<u>49969</u>	<u>51236</u>	<u>53442</u>	<u>55978</u>	<u>58159</u>
<u>15</u>	<u>41682</u>	<u>45244</u>	<u>48700</u>	<u>51362</u>	<u>52685</u>	<u>54978</u>	<u>57626</u>	<u>59894</u>

LEWISTOWN PUBLIC SCHOOL  
SALARY INDEX - 4.1 ATTAINMENT LEVEL  
JULY 1, 2017 - JUNE 30, 2018 - WITH GAINED RAISE

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
<u>*0</u>	<u>28588</u>	<u>29574</u>	<u>30583</u>	<u>31078</u>	<u>31570</u>	<u>32579</u>	<u>33565</u>	<u>34549</u>
<u>1</u>	<u>29749</u>	<u>30849</u>	<u>31947</u>	<u>32499</u>	<u>33048</u>	<u>34146</u>	<u>35246</u>	<u>36318</u>
<u>2</u>	<u>30909</u>	<u>32124</u>	<u>33311</u>	<u>33920</u>	<u>34526</u>	<u>35712</u>	<u>36927</u>	<u>38088</u>
<u>3</u>	<u>32070</u>	<u>33399</u>	<u>34674</u>	<u>35340</u>	<u>36004</u>	<u>37279</u>	<u>38608</u>	<u>39857</u>
<u>**4</u>	<u>33231</u>	<u>34674</u>	<u>36038</u>	<u>36761</u>	<u>37482</u>	<u>38845</u>	<u>40289</u>	<u>41627</u>
<u>5</u>	<u>34391</u>	<u>35949</u>	<u>37402</u>	<u>38182</u>	<u>38960</u>	<u>40412</u>	<u>41970</u>	<u>43397</u>
<u>6</u>	<u>35552</u>	<u>37224</u>	<u>38765</u>	<u>39603</u>	<u>40438</u>	<u>41979</u>	<u>43651</u>	<u>45166</u>
<u>7</u>	<u>36713</u>	<u>38499</u>	<u>40129</u>	<u>41024</u>	<u>41916</u>	<u>43545</u>	<u>45332</u>	<u>46936</u>
<u>8</u>	<u>37873</u>	<u>39774</u>	<u>41493</u>	<u>42445</u>	<u>43394</u>	<u>45112</u>	<u>47013</u>	<u>48705</u>
<u>***9</u>	<u>39034</u>	<u>41050</u>	<u>42856</u>	<u>43865</u>	<u>44872</u>	<u>46678</u>	<u>48694</u>	<u>50475</u>
<u>10</u>	<u>40195</u>	<u>42325</u>	<u>44220</u>	<u>45286</u>	<u>46350</u>	<u>48245</u>	<u>50375</u>	<u>52245</u>
<u>11</u>	<u>41355</u>	<u>43600</u>	<u>45584</u>	<u>46707</u>	<u>47828</u>	<u>49812</u>	<u>52056</u>	<u>54014</u>
<u>12</u>	<u>42516</u>	<u>44875</u>	<u>46947</u>	<u>48128</u>	<u>49306</u>	<u>51378</u>	<u>53737</u>	<u>55784</u>
<u>13</u>	<u>42516</u>	<u>46150</u>	<u>48311</u>	<u>49549</u>	<u>50784</u>	<u>52945</u>	<u>55418</u>	<u>57553</u>
<u>14</u>	<u>42516</u>	<u>46150</u>	<u>49675</u>	<u>50970</u>	<u>52262</u>	<u>54512</u>	<u>57099</u>	<u>59323</u>
<u>15</u>	<u>42516</u>	<u>46150</u>	<u>49675</u>	<u>52390</u>	<u>53740</u>	<u>56078</u>	<u>58780</u>	<u>61093</u>

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

1. Base salary for 20146-20157 is \$ ~~26,938~~28,027; Level 4.1. Base salary for 20157-20168 is \$ ~~27,477~~28,588; Level 4.1.
  2. The salary schedules shall include preparation column of M.A+ 30. Only approved credits earned after September 1, 1989, shall apply to the M.A +30column.
  3. The salary schedule shall not reduce existing salaries at any level.
  4. For teachers employed for 12 months, the salary schedules are to be increased by the factor of 1 1/9th in all items.
  5. ~~Recognition of the fifth year (5<sup>th</sup> year) on the salary schedule is defined as a planned program mutually agreed upon between the teacher, the Superintendent and the college.~~
  6. For the purpose of these schedules, a semester shall consist of ten (10) semester hours of training in the teacher's teaching field or Board-approved field. 1 semester hour is equivalent to 1.5 quarter hours.
  7. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
  8. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in ~~the fifth (5<sup>th</sup>) year column and~~ the M.A. +30 column, shall receive one percent (1%) of the final amount in the respective columns during the fifteenth (15<sup>th</sup>) year through the nineteenth (19<sup>th</sup>) year, two percent (2%) during the twentieth (20<sup>th</sup>) through the twenty-fourth (24<sup>th</sup>) year, three percent (3%) during the twenty-fifth (25<sup>th</sup>) through the twenty-ninth (29<sup>th</sup>) year and four percent (4%) during the thirtieth and succeeding years of service in the District.
  9. Any teaching employee may make a written request for a \$500 salary advance to be drawn against his/her September paychecks (\$250 will be withheld from each of the September 15<sup>th</sup> and September 30<sup>th</sup> pay periods). This written request must be made to the Payroll Office within the first three (3) working days.
- K. MOVING ALLOWANCE - A teacher who is involuntarily moved from one classroom into another will receive up to a \$200 payment, upon written request to the District. Involuntary moves are the result of decisions that have been made by the school district.
- L. CURRICULUM & ASSESSMENT - Certified employees assigned to work on curriculum development and/or assessment teams for the District shall be paid \$17.50 per hour for hours worked outside of the regular school workday, a minimum of 2 hour increments, up to a maximum of 12 hours per committee, per member.
- M. SUMMER SCHOOL - In the event that the District provides summer school, it will pay certified teachers \$17.50 per hour to provide work outside of their regular contract.
- N. EXTRA DUTY SALARY ALLOWANCE - The following schedule shall be used to determine above salary allowances for performing extra duties. Each index is multiplied by B.A. Step 4 (Beginning Salary) of the teachers' salary schedule to obtain dollar amounts. Individual coaches or advisors may be allowed to split a salary or index with annual approval of the individuals involved, the head coach, athletic director, building level administrator and Board.

ATHLETIC ACTIVITY POSITIONS  
High School

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

NON-ATHLETIC ACTIVITY POSITIONS  
High School

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

ATHLETIC ACTIVITY POSITIONS  
Junior High

<b>BASKETBALL</b>		<b>CHEERLEADING</b>	
Head Coach	0.070	Head Coach	0.030
First Assistant	0.062	<b>CROSS COUNTRY</b>	
Assistant(s)	0.055	Head Coach	0.065

<b>FOOTBALL</b>			
Head Coach	0.065	<b>VOLLEYBALL</b>	
First Assistant	0.057	Head Coach	0.065
Assistant(s)	0.050	First Assistant	0.057
		Assistant(s)	0.050
<b>TRACK &amp; FIELD</b>			
Head Coach	0.065	<b>WRESTLING</b>	
First Assistant	0.057	Head Coach	0.065
Assistant(s)	0.050	First Assistant	0.050
		<b>OTHER ATHLETIC ACTIVITY POSITIONS</b>	
		Athletic Coordinator	0.105

**NON-ATHLETIC ACTIVITY POSITIONS**  
Junior High

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

**ELEMENTARY ACTIVITY POSITIONS**

Athletic Coordinator	0.065
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**PUPIL PARTICIPATION COMPETITIVE SPORTS:**

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

**ARTICLE XVI**

**EXTENDED CONTRACTS**

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

**ARTICLE XVII**

**SEVERANCE PAY**

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



## **ARTICLE XVIII**

### **RETIREMENT**

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

## **ARTICLE XIX**

### **EFFECT OF AGREEMENT**

- A. This instrument contains all provisions of agreement between the Board and the Association on negotiated matters for agreement under School Laws of Montana.
- B. Unless changed by this agreement, previously negotiated items shall remain in effect for the duration of this agreement. All provisions of this agreement shall become effective on July 1, ~~2014-2016~~ following ratification by a majority of the members of the appropriate unit and approval by the Board and shall continue in effect until June 30, ~~2016~~ 2018.
- C. This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- D. During its term, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- E. All existing District policies involving terms and conditions of employment in effect in the District at the time this agreement become effective shall remain in effect during the duration of this agreement.
- F. If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

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

## ADDENDUM

### ARTICLE VI COLLECTIVE GAINING

- A. If the Association and the Board have mutually agreed by May of the contract year to enter into a collective gaining process with the express purpose of completing a proposed contract for a contract period following the ~~2015-2016~~ 2017-2018 school year, this Article will replace the present Article VI, Reopening of Negotiations, Section A., B., C., and D. in their entirety for the next contract year.
- B. The collective gaining process guidelines have been established, including a contract proposal deadline of February 1.
- C. The collective gaining committee may request an extension of time to complete work on a contract proposal. The Board and the Association Executive Committee may grant any extension, especially in a legislative year.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by and LEA and Board of Trustees.
- E. If a proposed contract is not prepared within the time line or if the collective gaining committee has mutually agreed to dissolve the process, the Association shall notify the School District of their desire to return to the collective bargaining process. The Association and the Board agree to initiate negotiations within fifteen (15) days of such notification.

ATTEST:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_  
District Clerk  
School District No. 1

BY: \_\_\_\_\_  
Board Chair  
School District No. 1

BY \_\_\_\_\_  
Gaining Chairman  
Lewistown Education Association

BY: \_\_\_\_\_  
President  
Lewistown Education Association

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

19

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

ITEM TITLE: APPROVE CALL FOR BIDS FOR THE REPLACEMENT OF THE BOILERS IN THE  
FERGUS HIGH SCHOOL BUILDING LOCATED AT 1001 CASINO CREEK DRIVE

Requested By: Board of Trustees    Prepared By: Rebekah Rhoades    Date: 01/11/2016

**SUMMARY:**

The Board of Trustees needs to approve the Call for Bids to replace the boilers in the Fergus High School Building located at 1001 Casino Creek Drive. The *Call for Bids* is attached for your review.

**SUGGESTED ACTION:** Approve the Call for Bids to Replace the Boilers in the Fergus High School Building Located at 1001 Casino Creek Drive

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

**NOTES:**

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

**LEWISTOWN PUBLIC SCHOOLS  
LEWISTOWN, MONTANA**

**CALL FOR BIDS FOR REPLACEMENT OF BOILERS IN THE FERGUS HIGH SCHOOL BUILDING  
LOCATED AT 1001 CASINO CREEK IN LEWISTOWN, MT**

Notice is hereby given that the Board of Trustees of Lewistown Public Schools, Fergus County, Lewistown, Montana, will receive sealed bids at the office of the Business Manager/Clerk in the Lincoln Administrative Building, 215 7th Avenue South, for the Replacement of Boilers in the Fergus High School Building located at 1001 Casino Creek in Lewistown, MT, according to the specifications that will be on file in the office of the Business Manager/Clerk. Bids will be opened for consideration on the date and time specified when advertised. Bids are to be made only on the bidding form which contains the required specifications, and which can be obtained upon request at the office of the Business Manager/Clerk once available.

The Board of Trustees reserves the right to reject any or all bids or any portion thereof.

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Rebekah Rhoades, Business Manager/Clerk,  
Lewistown Public Schools,  
Fergus County

To Be Published: ASAP

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

20

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

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2015-2016 SCHOOL YEAR

Requested By: Board of Trustees    Prepared By: Sandi Chamberlain    Date: 01/11/2016

**SUMMARY:**

The Board of Trustees needs to approve the additions to the substitute list for the 2015-2016 School Year as listed below:

Substitute Teacher/Aide List:

Shayne Durbin  
Michael Hamling

Substitute Custodian List:

Marty Dahl  
Mike Kilby

**SUGGESTED ACTION:** Approve Additions to the Substitute List for the 2015-2016 School Year

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

**NOTES:**

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

LEWISTOWN PUBLIC SCHOOLS  
Lewistown, Montana

**BOARD AGENDA ITEM**

Meeting Date

01/11/2016

Agenda Item No.

21

☐ 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: 01/11/2016

**SUMMARY:**

Attached is the Personnel Report for your review.

**SUGGESTED ACTION:** Approve All Items

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

**NOTES:**

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

**LEWISTOWN PUBLIC SCHOOLS  
LEWISTOWN, MONTANA**

**PERSONNEL REPORT FOR BOARD ACTION**

**DATE:** January 11, 2016

<i><b>EMPLOYEE NAME</b></i>	<i><b>POSITION</b></i>	<i><b>LOCATION</b></i>	<i><b>RECOMMENDED ACTION</b></i>	<i><b>EFFECTIVE DATE</b></i>	<i><b>COMMENTS</b></i>
<b>HENSLEY, Dan</b>	District Maintenance	Lewistown Public Schools	Approve appointment on schedule—MAINT V Step 0 for up to 8.00 hours per day for the remainder of the 2016-2016 School Year (124 days)	January 11, 2016	See attached hiring recommendation.
<b>GAPAY, Kris</b>	First Assistant Volleyball Coach	Lewistown Junior High School	Accept resignation	January 11, 2016	See attached letter.
<b>MURAGIN, Jean</b>	First Assistant Volleyball Coach	Lewistown Public Schools	Approve appointment on schedule—(0.057)	January 11, 2016	See attached memo.
<b>JENNESS, Ashley</b>	Assistant Volleyball Coach	Lewistown Junior High School	Approve appointment on schedule—(0.050)	January 11, 2016	See attached memo.
<b>BALDWIN, Jack</b>	Ski Club Advisor	Fergus High School	Approve appointment on schedule—(0.015)	January 11, 2016	See attached memo.
<b>BLACKADAR, Thomas</b>	Custodian	Fergus High School	Approve appointment on schedule—MAINT II Step 0 for up to eight hours per day for the remainder of the 2016-2016 School Year (124 days)	January 11, 2016	See attached hiring recommendation.
<b>WANG, Wenxin</b>	ELL Paraprofessional	Lewistown Junior High School	Approve appointment on schedule—PARA Step 0+CERT for up to 7.50 hours per day for up to 2 days per week for the remainder of the 2016-2016 School Year (42 days)	January 7, 2016	See attached memo.
<b>FELLER, Jerry</b>	Principal	Fergus High School	Accept letter of resignation	June 30, 2016	See attached letter.

## HIRING RECOMMENDATION

Dan Hensley

## District Maintenance

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MAINT V

0

Lewistown Public Schools

January 11, 2016

260 days per year / 8 hours per day  
(124 days for remainder of 2015-2016 FY)

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Randy Barber

Jeff Elliott

Dan Konert

RECOMMENDATION NOT APPROVED ☐

If approved, the Superintendent will recommend to the Trustees at their Regular School Board meeting on January 11, 2016.





Sandi Chamberlain <[schamberlain@lewistown.k12.mt.us](mailto:schamberlain@lewistown.k12.mt.us)>

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## Fwd: 2016 JR Volleyball

1 message

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Tim Majerus <[tmajerus@lewistown.k12.mt.us](mailto:tmajerus@lewistown.k12.mt.us)>

Thu, Jan 7, 2016 at 1:18 PM

To: Sandi Chamberlain <[schamberlain@lewistown.k12.mt.us](mailto:schamberlain@lewistown.k12.mt.us)>

**Tim Majerus**

-Lewistown Junior High School

----- Forwarded message -----

From: Kris Gapay <[kgapay321@gmail.com](mailto:kgapay321@gmail.com)>

Date: Thu, Jan 7, 2016 at 12:28 PM

Subject: 2016 JR Volleyball

To: Tim Majerus <[tmajerus@lewistown.k12.mt.us](mailto:tmajerus@lewistown.k12.mt.us)>

Cc: Jim Daniels <[jdaniels@lewistown.k12.mt.us](mailto:jdaniels@lewistown.k12.mt.us)>

Dear Tim,

Due to on going medical conditions with myself I need to resign from coaching Jr High Volleyball for the year of 2016. I have two surgery's scheduled with an unknown amount of recovery time. At this point I would like to be reconsidered for the 2017 season assistant coach again. Thanks for your understanding.

Kris Gapay

# Memorandum

**To:** Jason Butcher, Superintendent  
**From:** Tim Majerus, Principal / Jim Daniels, A.D.  
**Date:** December 22, 2015  
**Re:** Extracurricular

**Please recommend to the Board of Trustees the following individual(s) for extracurricular activities for the 2015-2016 School Year. Stipends and salaries are taken from the Collective Bargaining Agreement.**

**Lewistown Junior High School:**

**Volleyball**

Jean Muragin	First Assistant Coach	(0.057)	\$1,820.52
Ashley Jenness	Assistant Coach	(0.050)	\$1,596.95

Kris Gapay was approved as the First Assistant Coach at the July 2015 Board meeting but is unable to fulfill this position. Jean Muragin is being recommended to move from Assistant to First Assistant and Ashley Jenness is being recommended to fill the vacant Assistant Coach position.



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

**TO: Jason Butcher, Superintendent of Schools**  
**FROM: Jim Daniels, Athletic Director / Jeff Elliott, Activities Director**  
**DATE: December 18, 2015**  
**RE: Extracurricular Contract(s)**

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**Please recommend to the Board of Trustees the following contract(s) for extracurricular activities for the 2015-2016 School Year. Stipends and salaries are taken from the Collective Bargaining Agreement.**

**Fergus High School:**

**Ski Club**

Jack Baldwin	Advisor	(0.015)	\$479.09
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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:

Thomas Blackadar

For:

Job Title Custodian

Classification MAINT II

Step 0

Work location Fergus High School

Date Effective January 11, 2016

Days per yr/Hrs per day 260 days per year / 8 hours per day  
(124 days for remainder of 2015-2016 FY)

SELECTION COMMITTEE: Randy Barber

Dan Hensley

Matt Lewis

RECOMMENDATION APPROVED ☒

RECOMMENDATION NOT APPROVED ☐

Superintendent of Schools

If approved, the Superintendent will recommend to the Trustees at their Regular School Board meeting on January 11, 2016.

# Memorandum

**To:** Board of Trustees; Jason Butcher, Superintendent  
**From:** Tim Majerus, Principal  
**Date:** January 6, 2016  
**Re:** Hiring Recommendation

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Following is a hiring recommendation for a part-time English Language Learner (ELL) Paraprofessional for a new non-English speaking student at Lewistown Junior High School:

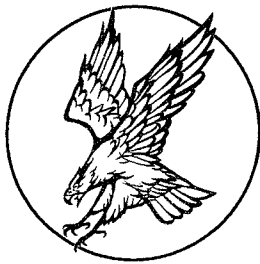
Wenxin Wang

PARA Step 0+CERT

Up to 2 days per week for up to 7.50  
hours per day for the remainder of the  
2015-16 School Year (42 Days)

Thank you for your consideration.

Tim Majerus  
Principal



# FERGUS HIGH SCHOOL

**Jerry Feller, Principal**  
**Jeff Elliott, Asst. Principal/Activities**

1001 Casino Creek Drive  
Lewistown, MT 59457

Phone: (406) 535-2321  
Fax: (406) 535-3835  
[www.fergus.lewistown.k12.mt.us](http://www.fergus.lewistown.k12.mt.us)

January 3<sup>rd</sup>, 2016

To: Jason Butcher, Lewistown School District Superintendent.

It is after much prayer and consideration, I am writing to let you know that I will be resigning my position of Fergus High School Principal at the conclusion of the 2015 – 2016 school year.

I would like to thank-you for your support and encouragement over the past 21 years of my tenure. I feel blessed to have been able to raise my family and further my career in this wonderful community.

Sincerely,

  
Jerry Feller