

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room

215 7th Avenue South
Lewistown, Montana 59457

MONDAY, February 12, 2018

REGULAR BOARD MEETING

Page One of Two

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

1. Roll Call
2. Pledge of Allegiance
3. Motion to Set Agenda
4. Presentation---Reading Innovations at Lewis & Clark Elementary, Principal Danny Wirtzberger & Angela Archuleta and Speech & Drama Coach Lee Stahl and his students
5. Report—Student Representative
6. Report---LEA
7. Report—Committees of the Board
8. Calendar Items, Concerns, Correspondence, Etc.

SUPERINTENDENT'S REPORT

9. Report—Election Information
10. Report—Budget Update
11. Report—Investment
12. Report—Superintendent

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 January 8, 2018, Regular Board Meeting

APPROVAL OF CLAIMS

15. Claims

INDIVIDUAL ITEMS

16. Approve Out-Of-District Student Attendance Agreement Requests for Placement In and Out of Lewistown Public Schools
17. Approve First Semester Claim for Individual Contract Bus Reimbursement
18. Approve First Semester Elementary & High School Claims for Bus Reimbursement
19. Approve Trustee Resolution Calling for an Election
20. Eliminate Board Policy – 4600 – Community Relations
21. First Reading---Addition of Board Policy 5420F---ESSA Qualification Notification
22. Decision and Ratification or Denial of the 2018-2020 Collective Bargaining Agreement

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Page Two of Two

- 23. Approve 2018-2019 School Calendar
- 24. Approve Additions to the Substitute List for the 2017-2018 School Year
- 25. 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

02/12/2018

Agenda Item No.

4

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

ITEM TITLE: PRESENTATION – READING INNOVATIONS AT LEWIS & CLARK ELEMENTARY, PRINCIPAL DANNY WIRTZBERGER AND ANGELA ARCHULETA; PRESENTATION – SPEECH & DRAMA COACH LEE STAHL AND HIS STUDENTS

Requested By: Board of Trustees **Prepared By:** PRINCIPAL DANNY WIRTZBERGER, ANGELA ARCHULETA AND SPEECH & DRAMA COACH LEE STAHL

SUMMARY:

Elementary School Principal, Danny Wirtzberger and Angela Archuleta will update the Board on reading innovations at Lewis & Clark Elementary. Speech and Drama Coach Lee Stahl will present his students to the Board of Trustees.

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

5

ITEM TITLE: REPORT—STUDENT REPRESENTATIVE

Requested By: Board of Trustees Prepared By: Tanner Trafton

SUMMARY:

Fergus High School Student Representative to the Board of Trustees will provide a report on upcoming activities at Fergus High School.

SUGGESTED ACTION: Informational

☒ Additional Information Attached

NOTES:

Hello Mrs. Peterson!

Here is my student report for the upcoming board meeting,

1. BPA: bpa store has been open for 3 ½ weeks, went to state competition in Great Falls
2. FCCLA: members are working on their STAR events for the State competition
3. FFA: State Meet was the most recent event and they took 3rd overall as a team, Kelley Bibler took 5th for her event and Zach Jensen took 6th for his event
4. HOW Club: N/A
5. YPR Club: N/A
6. Key Club: N/A
7. Book Club: Discussing novels of their choice and recommending books for each other and the library
8. Art Club: working on wildfire prevention art contest, zero hero design for PROM
9. Outdoors Club: N/A
10. Spanish Club: language day at U of M March 2nd
11. Science Olympiad: N/A
12. Robotics: N/A
13. Graduation Matters: N/A
14. National Honor Society: February Blood Drive
15. F Club: N/A
16. Speech and Drama: Placed 4th at the State competition, competitors did very well
17. Student Council: winter spirit week and morp dance
18. Central Montana Youth Mentoring: large group gathering February 12th
19. Astronomy Club: N/A
20. Youth Alive: N/A
21. Ducks Unlimited: N/A
22. Skills USA: N/A
23. Gay-Straight Alliance: N/A
24. Model UN: going to another Model UN in May at MSUB
25. Film Club: N/A
26. Tech Club: learning to design in Google Sketch Ups to print their own creations

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

6

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

ITEM TITLE: REPORT—LEWISTOWN EDUCATION ASSOCIATION (LEA)

Requested By: Board of Trustees **Prepared By:** LEA Representative

SUMMARY:

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

SUGGESTED ACTION: Informational

☐ Additional Information Attached Estimated cost/fund source _____

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

7

ITEM TITLE: REPORT—COMMITTEES OF THE BOARD

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

SUMMARY:

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

Attached is the list for Standing Committees of the Board for the 2017-2018 School Year.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

STANDING COMMITTEES OF THE BOARD
2017-2018 School Year

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

OTHER COMMITTEES WITH BOARD REPRESENTATION
2017-2018 School Year

Committee	Number on Comm.	CJ Bailey	Kris Birdwell	Phil Koterba	Jeff Southworth	Jennifer Thompson	Stephen Vantassel	Monte Weeden
Activities	2	X			X			
Curriculum Committees:								
Science	1					X		
Social Studies	1		X					
Health Insurance Program	2			X		X		
School Calendar	1	X						
Vocational Advisory Council	1						X	
Gaining	3		X			X	X	
Finance (January-March 2018)	3	X			X	X		

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

8

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

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

SUMMARY:

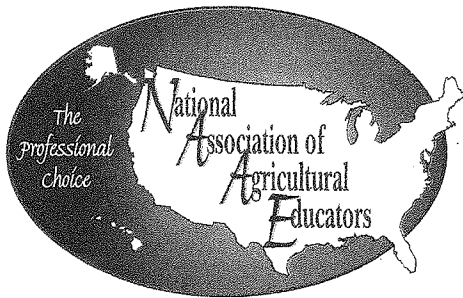
Time is provided on the agenda for the Board to discuss calendar items, concerns, correspondence, future agenda items, and comments for the good of the district.

- Significant donation made to Lewistown Public Schools
- Letter from Agriculture Educators
- Letter from FHS student
- Letter from OPI

SUGGESTED ACTION:

☒ **Additional Information Attached**

NOTES:



National Association of Agricultural Educators

300 Garrigus Building • Lexington, KY 40546-0215

Voice: (859) 257-2224 or (800) 509-0204

Fax: (859) 323-3919 E-mail: NAAE@uky.edu

Web Site: <http://www.naae.org>

January 15, 2018

Mr. Thom Peck
Lewistown Public Schools
215 7th Ave South
Lewistown, MT 59457

Dear Mr. Peck

On behalf of the National Association of Agricultural Educators, we would like to thank you for allowing your agricultural educator, Jared Long, to attend the NAAE National Convention held in Nashville, Tennessee in December.

Support of professional development strengthens the entire community of agricultural education through collaboration. The conference provided teachers the unique opportunity to hear renowned keynote speakers exploring new directions in CTE, 300+ concurrent sessions covering the complete spectrum of secondary and postsecondary CTE, Awards Banquets, and an Opportunities to connect, collaborate and build lasting friendships with CTE professionals from around the globe. Teachers also set policy for the future of their chosen profession, listened to peers and leaders share their thoughts and visions. All of the time was valuable information which can be brought directly home to your school district and state.

The conference was well attended by state leaders from throughout the United States and Region I boasted the largest section of the conference. The NAAE looks forward to continued support from your district and commends Jared for being involved in important activities to help guide our organization. We hope to see him in April in Cedar City, Utah for our Region I conference.

Sincerely,

Eric Tilleman
Region I Secretary
National Association of Agricultural Educators



Lewistown Public Schools: School Board Members,

Good evening. My name is Morgan S Davis, and I am a junior at Fergus High School. As an academic leader in our school system, I would like to address the recent cell phone policy that's been incorporated in our classrooms. While I understand your stand point and I greatly appreciate your concern for our education, I would like to voice my student perspective and possibly grant you food for your thoughts.

I attended class in Lewistown Public Schools from K-8 before relocating to Belt Public Schools. As a middle school student at the junior high, I remember a strict no cell phone policy. During my time at BVHS, we only had two rules on cell phones.

- 1.) No cell phones visible during instructional time
- 2.) Cell phones permitted between class & at lunch

This allowed me to learn self discipline, and it allowed me to recognize my cell phone as a priveledge. Although it's hard to monitor and mediate issues such as cheating and distractions, I'd like to present the positive aspects of cell phone use in education.

As I briefly mentioned before, I am proud to say that I'm an academic leader at FHS, and I am a religious user of my cell phone. I stay updated by checking my e-mail, my classroom, my infinite campus, and other educational programs like Mr. Nefzger's Chemistry Power Point Presentation. I do this and practice this tool frequently through out my school day to ensure that I'm completel~~y~~ing and turning in assignments in a timely manner, that I'm keeping track of tardies and excused absences, and that I'm soaring above and beyond

the required expectations. For example, if I earn a 60% on a chemistry quiz, then I need to go in and ask questions. While I cannot vouch for my classmates and their actions, I would just like to recognize those students who do use the technology consistently and appropriately.

With the idea of the cell phone being used for education, comes the idea of cell phone use during a student's free time. Some students abused the leniency of the policy prior to the cell phone ban, but other students worked hard to earn this privilege. Everyone likes to google their interests/ questions or message a friend after their work is finished or when they're on break. If you can prioritize and manage your time, then you've earned the leisure time. Many students share these abilities and feelings. It's not fair to punish the students who are always doing the right thing. So many times have we been quick to punish the group as a whole for some rotten parts, that we tend to forget to reward or at least recognize those who constantly do the right thing.

This is the most difficult concept to address and tackle. Although there are many different ideas circulating with these questions, the best policy is to allow students to take responsibility and make their own choice because let's face it: Mr. Freisen won't follow you to your 1st job interview and say, 'hey Morgan! No cell phones!' Sometimes people have to develop the concept of common sense for themselves.

As a high school student, you know your responsibilities and what is expected of you. If you can't prioritize

to maintain the balance of production and relaxation, then you can't use your phone. Privilege vs Entitlement. This can be a difficult argument because there will always be those kids who don't care and won't work, but we shouldn't have to face the same consequences as habitual offenders. Not to mention the fact that those students become disruptive and problematic even after removing their cell phones, which is unfair to those of us who show up to learn. These students should receive direct punishment rather than punishing the entire student body. I believe students should be able to use their phones during instructional times with the exceptions and regulations.

Cell Phone Pocket vs Free Time

- | | |
|--|-----------------------------|
| • teacher is speaking | • completed homework |
| • during tests/exams | • free periods |
| • working on assignments | • between classes/lunch |
| • teacher's personal class-room expectations | • with teacher's permission |

* Cell Phone Violations: (violates pocket rules, rings during instructions, repeat offenders)

Offense #1: verbal warning, phone taken until 3:20pm, detention

Offense #2: office referral, phone call/conference with parent(s)/guardian

Offense #3: grounded cell phone • Check in phone @ 8:10
Check out @ 3:20

- Strike 1: 2 weeks grounded

- Strike 2: entire year grounded

#4

I believe that with a lot of compromising and critiquing, this system may be productive for everyone. Personally, I think this is a great opportunity for high school students to develop and exercise their self-discipline skills because it allows them to practice time management and to prioritize their phones after the educational component has been completed.

I think the cell phone pockets are an effective approach to solving the problem, but those who earn it should be allowed to use their phones once their assignments have been completed.

Although this idea for a plan is far from set in stone, it is a reasonable compromise for you to consider.

Again, I greatly appreciate your time and efforts, and I hope to see the new improvements you're bringing to our educational environment.

Thank You Again,

Morgan S Davis 1/22/18

Morgan S Davis 1/22/18



Dear Partners in Education,

Planning Process to Define Ineffective Teacher in the State of Montana

Montana does not currently have a definition for ineffective teacher as the ESSA law requires and the Montana OPI would like to work collaboratively with our partners in education to define this term. This is a requirement of the federal government and must be done per the ESSA law to ensure that low income and minority children in Title I schools are not served at a disproportionate rate by ineffective, out-of-field, or inexperienced teachers.

Step 1: Research Within the Agency (January-March 2018)

- Take a thorough look at how each state is defining ineffective teacher and take note of models that may work for Montana.
- Seek innovative ideas from within the agency and state.
- Discuss the challenges of defining ineffective teacher in Montana and the issues with various models.
- Select up to five models/definitions that could work in Montana.

Step 2: Collaborate with Our Partners in Education (April-May 2018)

- Present information, discuss, and allow for input and feedback on various options through multiple opportunities including face to face meetings and online webinars.
- Analyze feedback and input.
- Determine the best process for Montana.

Step 3: Implement Statewide (June-December 2018)

- Review data collection.
- Report to DOE.
- Reflect on data and adjust services as needed.

<https://mail.google.com/mail/u/0/?ui=2&ik=5dd1d93c89&jsver=5L3RpK0ut0l.en.&view=pt&search=inbox&th=161765aefdc869b&siml=161765aefdc869b>

1/2

2/8/2018

Lewistown Public Schools Mail - Fwd: ESSA Update, February 6, 2018

If you are not on the ESSA update email list and would like to participate in this upcoming work, please notify the OPI at essainput@mt.gov.

Having trouble reading this email? [View it in your browser.](#)

This message was intended for 'thom.peck@lewistown.k12.mt.us' You have received this message because you are subscribed to 'District Superintendents'

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Montana Office of Public Instruction
P.O. Box 202501

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LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

9

ITEM TITLE: REPORT—ELECTION INFORMATION

Requested By: Superintendent **Prepared By:** Rebekah Rhoades

SUMMARY:

Rebekah Rhoades, Business Manager/District Clerk, will report on the election calendar and procedures for 2018.

Attached are the Terms of Office Listing and the 2018 School Election Calendar.

Board members terms of office that are due to expire in 2018 include: CJ Bailey and Monte Weeden.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD MEMBERS TERMS OF OFFICE

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

	Expire 2018	Expire 2019	Expire 2020
SCHOOL DISTRICT #1	CJ Bailey Monte Weeden	Phillip R. Koterba Jennifer Thompson	Kris Birdwell Jeff Southworth Stephen Vantassel

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

_____ 3-year term (to expire in 2021)


_____ 3-year term (to expire in 2021)

Declaration of Intent Filed for Nomination of School Board Trustee:

SCHOOL ELECTION CALENDAR 2018

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
No earlier than 145 days, or later than 40 days before	Thursday, December 14 through Thursday, March 29	Trustee candidates file for election. A Declaration of Intent and Oath of Candidacy must be filed with election administrator. NO CANDIDATE MAY APPEAR ON THE BALLOT UNLESS THE CANDIDATE MEETS THIS DEADLINE. <i>Candidate must be registered to vote at the time the Oath is filed.</i>	13-10-201 20-3-305
At least 70 days before	Tuesday, February 27	Trustees call for an election. The trustees must pass a resolution stating: 1) the date of the election; 2) the purpose of the election; 3) whether the election will be by mail or poll; 4) the voting locations and boundaries for each location, if there are multiple locations within a district (if changed from a previous school election the new locations must be specifically noted); and 5) the time the polls will open, if before noon. The trustees do NOT have to set levy amounts at this time; however, they must be set in time for the clerk to certify the ballot (not less than 30 days before the election). The resolution must be delivered to the county election administrator within 3 days of passage but it need NOT be posted. The trustees must also appoint three election judges per precinct. <ul style="list-style-type: none">• Bond Elections are subject to additional requirements (see 20-9-422, MCA).• Request for a mail ballot election must be sent from trustees to the election administrator. Exception: Even if no request is received, the election administrator could decide to request a mail ballot election.	13-19-202 13-19-203 20-9-422 20-20-201 20-20-203
At least 67 days before (within 3 days of passage of the election resolution)	Friday, March 2	Last day to file resolutions for school election with county election administrator. To assist with the provisions of late registration, include the name and best contact number for the district's election administrator with the resolution.	20-20-201(2)(a)
At least 60 days before	Friday, March 9	Election administrator sends mail ballot election plan/timetable/sample instructions to the Secretary of State's Office so that it is received by this deadline (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: Mail Ballot Plan Timetable and Instructions	13-19-205
4 weeks preceding the close of regular registration	Monday, March 12	Notice of close of regular registration. The county election administrator publishes the notice of close of regular registration for school districts at least 3 times in the 4 weeks preceding the close of regular registration. Contact the county election administrator to coordinate that publication.	13-2-301
Not later than 5pm the day before ballot certification	Thursday, April 5 (by 5 p.m.)	Last day trustee candidates can withdraw from the election. Any candidate that has already filed for election, but wishes to withdraw their name, may do so by sending a statement of withdrawal to the election administrator.	20-3-305(3)(a)
Not later than 5pm the day before ballot certification	Thursday, April 5 (by 5 p.m.)	Deadline for write-in candidate for a trustee position on a school board to file Declaration of Intent.	20-3-305(2)(b)
No later than the 30th day before	Friday, April 6	Deadline to notify election judges of appointment.	13-4-101

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Not less than 30 days before	Friday, April 6	Election administrator certifies ballot. The election administrator prepares the final ballot form, listing all candidates and propositions to be voted upon. The ballot must then be delivered to the election administrator, if other than the clerk. <i>Trustees must pass a resolution stating exact levy amounts by this date in order for the clerk to certify the ballot.</i> This resolution must include the durational limit, if any, on the levy.	20-20-401 15-10-425
Not less than 30 days before	Friday, April 6	Election by Acclamation and Cancellation of Election - Notice. If the number of candidates filing a nomination petition or filing a declaration of intent to be a write-in candidate is equal to or less than the number of open trustee positions to be elected, the trustees cancel the trustee election. They must then give notice that a trustee election will not be held. The trustee election may not be declared by acclamation until all candidate filing deadlines have passed. Send a copy to the county election administrator to aid with the provisions of late registration. <i>**A trustee election held in single-member or trustee nominating district is considered a separate trustee election for declaring the election by acclamation.</i>	20-3-313
30 days before any election	Monday, April 9	Close of regular voter registration. Registration forms postmarked by this date and received within 3 days are accepted for regular registration. Late registration must be completed at the county election office.	13-2-301
Not more than 30 days before	Monday, April 9	Contact your county election administrator for the absentee ballot list.	13-13-212 20-20-312
Day after Close of Regular Registration	Tuesday, April 10	Start of Late Registration. Late voter registrations starts and continues through the close of polls on election day, except that late registration is closed from noon to 5 pm on the day before the election. Late registration must be completed at the office of the county election administrator.	13-2-304
Not less than 10 days, or more than 40 days before	Thursday March 29 Through Saturday, April 28	Notice of election is posted. The election notice must be published in a newspaper of general circulation in the district if available, posted in at least three public places in the district AND posted on the district's website for the 10 days prior to the election, if the district has an active website. Notice using any other recognized media may be used to supplement the posting. The notice must include: 1) the date and voting locations for the election; 2) voting location hours; 3) each proposition to be considered by the electorate; 4) the number of trustee positions, if any, subject to election and the length of the terms for those positions; 5) where and how absentee ballots may be obtained; and 6) where and how late registrants may obtain a ballot on election day. <ul style="list-style-type: none">• If the polling place has changed from the previous school election, that change must be referred to in the notice.• If more than one proposition will be considered in the same district, each proposition must be set apart and identified, or placed in separate notices.	20-20-204
At least 20 days before	Wednesday, April 18	Absentee ballots available. The election administrator prepares ballots for absentee voters. Remember to enclose four things in the absentee package. <ul style="list-style-type: none">• The ballot (with stubs removed);• Instructions for voting and returning the ballot;• A secrecy envelope, free of an marks that would identify the voter; and• A self-addressed, return envelope with affirmation printed on the back.	13-13-214 20-20-401

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Not before the 20 th day nor later than the 15 th day	Wednesday, April 18 through Monday, April 23	Mail ballots mailed. 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.	13-19-207
Not more than 10 days or less than 2 days before	Saturday, April 28 through Sunday, May 6	Absentee Ballot Counting Notice. Districts must publish in a newspaper of general circulation in the county a notice indicating the method that will be used for counting absentee ballots and the place and time that the absentee ballots will be counted on election day. <i>If the district publishes their notice of election on the 10th day prior to the election, in a newspaper of general circulation in the county, this information may be included in that notice.</i>	13-15-105
Day before (By Noon)	Monday, May 7	Deadline for absentee ballot requests. Voters who wish to vote absentee may request an absentee ballot in writing or in person until noon the day before the election.	13-13-211 13-13-214
Day before	Monday, May 7	Deliver certified copy of the lists of registered electors. Before the day of election, the county election administrator shall deliver a certified copy of the lists of registered electors for each voting location to the district. The district shall deliver them to the election judges prior to the opening of a voting location.	20-20-313
Day before (between noon and 5pm)	Monday, May 7	Late registration closed. Late registration is closed between noon and 5pm the day before the election. Electors may late register on election day at the office of the county election administrator.	13-2-304
Election Day 	Tuesday, May 8	ELECTION DAY. 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). Notify election judges of the names of write-in candidates	Title 13 20-20-105 20-20-401 20-20-411
No sooner than 3pm on the 6 th day after the election	Monday, May 14	The first date that provisional ballots may be counted. Following the election, unresolved provisional ballots are sealed. These ballots may not be opened until after 3pm on the 6 th day after election. 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.	13-15-107
Following receipt of the tally sheets from all polls and within 15 days after the election	By Wednesday, May 23	Trustees canvass the votes, issue certificates of election, and publish results. Trustees review the tally sheets compiled by the election judges to ascertain their accuracy. Recounts are ordered, if necessary. If tally is complete and accurate, trustees issue certificates of election to successful candidates. The canvassed results shall be published immediately in a newspaper that will give notice to the largest number of people in the district.	20-20-415 20-20-416
Within 5 days after the official canvas	Monday, May 14 through Tuesday, May 29	Deadline for filing a petition for recount. 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.	13-16-201
Within 5 days of receipt of notice from the election administrator	Monday, May 14 through Tuesday, May 29	Deadline for convening the School Recount Board. When a tie vote has been certified to the election administrator or conditions have been met for filing a recount petition, the board shall convene at its usual meeting place to perform a recount. The recount must be completed within 5 days of receipt of official canvas or recount petition.	13-16-204 20-20-420

Days From Election	Deadlines	Event (Special Instances Identified in Green)	MCA Citation
Within 15 days of election	By Wednesday, May 23	Deadline for trustees to hold organizational meeting to elect chair and appoint clerk.	20-3-321
June 1	Friday, June 1	Deadline for trustees to request county election administrator to conduct school elections for next year. The school district clerk/election administrator is designated the election administrator for school elections. However, the trustees of any district may request the county election administrator (EA) to become the election administrator for school elections. The request must be made by a resolution of the board of trustees. If the county EA accepts, then he/she must perform all the duties the school clerk would have. The school district must assume all costs of the election.	20-20-417
Within 15 days after receipt of certificate of election	By Wednesday, June 7	Candidate completes and files Oath of Office with the County Superintendent. <i>*Newly elected trustees may not be seated until the oath is filed. The issuance and the oath may be administered at the organizational meeting (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>	20-3-307 20-1-202 1-6-101

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

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

Additional References:

Sample forms can be found at this address: [School Finance Election Webpage](#)

Election Manual: [School Election Handbook](#)

MT Secretary of State's Office: [Secretary of State's Election Webpage](#)

NOTE: Candidates for trustee positions in (1) a first-class district located in a county with populations of 15,000 or more, OR (2) a county high school district with an enrollment of 2,000 or more are required to file a C-1-A Statement of Candidate within 5 days of becoming a candidate. For reporting dates and instructions contact the Montana Commissioner of Political Practices at: [Commissioner of Political Practices Webpage](#).

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

10

ITEM TITLE: REPORT—BUDGET UPDATE

Requested By: Superintendent **Prepared By:** Rebekah Rhoades

SUMMARY:

Rebekah Rhoades, Business Manager/District Clerk, would like to update the Board of Trustees regarding some preliminary information regarding the 2018-2019 General Fund Budgets as well as the results of the Spring student enrollment count.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

2018-2019 BUDGET PROJECTIONS

As of 2/5/2018

ELEMENTARY

2018-2019 Projected Budgets	\$6,294,602.47	w/out a vote
	\$6,294,602.47	w/a vote
2018-2019 Projected Expenses	\$6,469,849.60	
Over/Under Budget	(\$175,247.13)	w/out a vote
	(\$175,247.13)	w/a vote

HIGH SCHOOL

2018-2019 Projected Budgets	\$3,256,543.47	w/out a vote
	\$3,256,543.47	w/a vote
2018-2019 Projected Expenses	\$3,404,992.98	
Over/Under Budget	(\$148,449.51)	w/out a vote
	(\$148,449.51)	w/a vote

These numbers include the 1.5% increase to salaries for all staff and 10% benefit increase for certified staff, as proposed by Gaining.

The February Student Count resulted in a decrease in the elementary budget of \$17,484.30. The high school budget stayed the same as previously reported. The elementary budget uses the Current Year ANB and the high school budget uses the 3-Year Average ANB.

Both Classified and Certified Administrators are working on solutions for the current budget shortfalls. In addition, some savings will be realized as a result of retirements and staff resignations.

The official OPI spreadsheets and Preliminary Data Sheets with actual budgets will not be available until the end of February.

LEWISTOWN PUBLIC SCHOOLS

Enrollment History

February 5, 2018

Grade	Spring 2008	Spring 2009	Spring 2010	Spring 2011	Spring 2012	Spring 2013	Spring 2014	Spring 2015	Spring 2016	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Spring 2018 Projected	Spring 2019 Projected	Spring 2020 Projected
Kindergarten	92	95	72	86	98	89	101	95	112	109	108	96	101	95	95	95
1st Grade	103	91	90	74	84	97	86	95	85	100	97	109	105	101	95	95
2nd Grade	94	101	88	99	75	79	95	83	97	86	86	95	95	105	101	95
3rd Grade	95	96	99	81	99	75	83	94	85	91	89	92	90	95	105	101
4th Grade	92	95	94	101	83	104	74	78	99	87	87	94	93	90	95	105
5th Grade	88	87	97	94	94	86	101	79	80	101	99	89	88	93	90	95
6th Grade	92	87	86	90	99	97	80	96	87	74	73	101	100	88	93	90
7th Grade	109	90	92	94	94	101	94	82	99	80	77	78	79	100	88	93
8th Grade	110	106	78	93	90	90	103	94	89	93	93	77	77	79	100	88
9th Grade	109	107	98	79	91	89	90	97	103	88	87	92	92	77	79	100
10th Grade	104	105	98	97	74	91	87	88	95	92	91	81	81	92	77	79
11th Grade	102	99	106	100	85	76	82	80	83	94	88	91	87	81	92	77
12th Grade	99	101	93	97	95	88	73	81	79	78	78	85	83	87	81	92
	Spring 2008	Spring 2009	Spring 2010	Spring 2011	Spring 2012	Spring 2013	Spring 2014	Spring 2015	Spring 2016	Fall 2016	Spring 2016	Fall 2017	Spring 2016	Spring 2018 Projected	Spring 2019 Projected	Spring 2020 Projected
K-6	656	652	626	625	632	627	620	620	645	648	639	676	672	667	674	676
7-8	219	196	170	187	184	191	197	176	188	173	170	155	156	179	188	181
9-12	414	412	395	373	345	344	332	346	360	352	344	349	343	337	329	348
Grand Total	1289	1260	1191	1185	1161	1162	1149	1142	1193	1173	1153	1180	1171	1183	1191	1205

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

11

ITEM TITLE: REPORT—INVESTMENT

Requested By: Superintendent **Prepared By:** Rebekah Rhoades

SUMMARY:

Interest earned and distributed for January 2018 was as follows:

Elementary:	\$3,038.24
High School:	<u>\$2,485.25</u>
	\$5,523.49

SUGGESTED ACTION: Informational

☐ **Additional Information Attached**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana
BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

12

ITEM TITLE: REPORT—SUPERINTENDENT

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

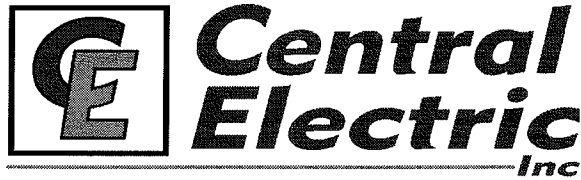
SUMMARY:

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

- ❖ 4 Questions Activity
- ❖ January PIR
- ❖ Maintenance Performance Contract Decision
- ❖ FHS Sound System
- ❖ Technology Plan – Schoolhouse IT
- ❖ Upcoming Tournament Passes –BBB/GBB Divisionals
- ❖ LJHS WR—First Day of Practice—Monday, February 12, 2018
- ❖ County Spelling Bee—Tuesday, February 13, 2018—7:00 p.m.—Fergus PAC
- ❖ LJHS Valentine’s Dance—Friday, February 16, 2018—7:00-9:00 p.m.
- ❖ Second Grade Music Program—Tuesday, February 20, 2018—6:00 p.m.—FCPA
- ❖ Third Grade Music Program—Tuesday, February 20, 2018—7:00 p.m.—FCPA
- ❖ FHS Choir Concert—Thursday, March 1, 2018—7:00 p.m.—FCPA
- ❖ FHS Band Concert – Tuesday, March 6, 2018 – 7:00 p.m. - FCPA
- ❖ LJHS Band and Choir Concert—Thursday, March 8, 2018—7:00 p.m.—FCPA
- ❖ 4th Grade Music Program – Thursday, March 15, 2018 – 6:00 p.m. - FCPA
- ❖ Kindergarten and First Grade Music Program—Thursday, March 22, 2018—6:00 p.m.—FCPA
- ❖ Eastern/Central “A” Divisional Basketball Tournament – February 21-24, 2-19, Billings
- ❖ State “A” Boys Basketball Tournament – March 1-3, Bozeman
- ❖ State “A” Girls Basketball Tournament – March 8-10, Great Falls
- ❖ Spring Sports Begin—Monday, March 12, 2018
- ❖ Home Athletic Games/Meets:
 - BB vs Park – Friday, February 16, 3/4:30/6/7:30 p.m.
 - BB vs Billings Central – Saturday February 17, 3/4:30/6/7:30 p.m. Senior Night

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**



P.O. Box 872 • 805 Truck Bypass, Lewistown, MT 59457 • Fax 406-538-6041 • Phone 406-538-3786

January 30, 2018

Lewistown School District
Mr. Randy Barber
215 7th Ave S.
Lewistown, MT 59457

Ref: Fergus High School Exterior Lighting
LED Lighting Retro-Fit

Randy,

Per your meeting with Alan Anseth last week below is the proposal for the exterior lighting for the Fergus High School facility. Keep in mind the cost and energy saving at Fergus High School which we used a total of 4,388 hours (dusk to dawn) of annual operation:

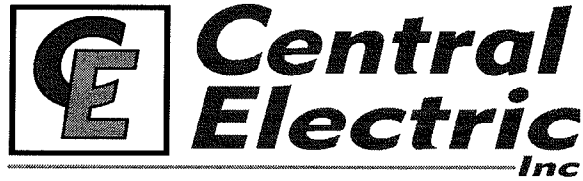
Existing exterior lights using 83,036 KWH per year.
New exterior LED lights using 18,168 KWH per year.
Cost of installation of new LED exterior fixtures - \$25,375.00
Cost of electrical modifications - \$2,120.00
Total cost of project to school - \$27,495.00
Northwestern energy rebate - \$4,020.00
Annual energy savings - \$6,474.00
Expected payback period - 3.6 years

School will be responsible for patching and painting where required and also for the disposal of the exiting fixtures/lamps. We will demo the existing fixtures and lamp and place them next to dumpster at the exit of the back of cafeteria. Thank you for the opportunity to provide your electrical needs, should you have any questions or require additional information please do not hesitate to call me at the number listed above or my cell number which is 406-366-1728.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Spencer A. Walsh', with a stylized flourish extending to the right.

Spencer A. Walsh
Central Electric, Inc.



P.O. Box 872 • 805 Truck Bypass, Lewistown, MT 59457 • Fax 406-538-6041 • Phone 406-538-3786

January 15, 2018

Lewistown School District
Mr. Randy Barber
215 7th Ave S.
Lewistown, MT 59457

Ref: Fergus High School Cafeteria
LED Lighting Retro-Fit

Randy,

Thank you meeting Alan Anseth and I last week and talking about the possible LED retro-fit project. From the conversation we are going to break these proposals into smaller projects to get the ball rolling on the rebate checks if the school board decides to proceed. As stated by doing it this way the school will receive the rebate checks which in turn can help pay for retro-fits in other parts of the school. Below is a breakout of the cost and energy saving in the cafeteria at Fergus High School which we used a total of 3,120 hours of annual operation:

Existing lights – 45 – 2 lamp T8 fixtures and 9 – 8 lamp T8 fixtures using 14,967 KWH per year.
New Lights – 34 new flat panel LED fixtures using 7,213 KWH per year.
Cost of installation of new flat panel LED fixtures - \$7,253.00
Cost of electrical modifications - \$1,455.00
Total cost of project to school - \$8,708.00
Northwestern energy rebate - \$3,400.00
Annual energy savings - \$846.00
Expected payback period – 6.3 years

Per our conversation the school will be responsible for installing new ceiling grid and tiles where required and also for the disposal of the exiting fixtures/lamps. We will demo the existing fixtures and lamp and place them next to dumpster at the exit of the back of cafeteria. Thank you for the opportunity to provide your electrical needs, should you have any questions or require additional information please do not hesitate to call me at the number listed above or my cell number which is 406-366-1728.

Sincerely,

A handwritten signature in black ink, appearing to read 'Spencer A. Walsh', with a stylized flourish at the end.

Spencer A. Walsh
Central Electric, Inc.

CLASSROOM AND HALLWAY LIGHTING UPGRADES

OPTION #1

Flat Panel LED's:

\$3,057 installed by contractor*

\$1,290 rebate

\$1,767 cost per classroom

\$112/yr annual electrical savings

*Must be installed by a contractor

OPTION #2

Direct Drive LED lamps:

\$1700 installed by contractor

\$ 225 rebate

\$1475 cost per classroom

or

\$420 = \$10.50/lamp x 40 lamps (+/-)installed In-house

\$225 rebate

\$195 cost per classroom

\$172/yr annual electrical savings

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

13

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

Requested By: Board of Trustees Prepared By: _____

SUMMARY:

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

SUGGESTED ACTION:

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

14

ITEM TITLE: MINUTES

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

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the January 8, 2018, Regular Board Meeting

SUGGESTED ACTION: Approve Minutes as Presented

☒ **Additional Information Attached**

NOTES:

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

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 Seventh Avenue South
Lewistown, Montana 59457

MONDAY, January 8, 2018

REGULAR BOARD MEETING

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

1. ROLL CALL

TRUSTEES PRESENT:

CJ Bailey, Kris Birdwell, Jennifer Thompson, Phil Koterba, Monte Weeden
(arrived 6:10pm), Stephen Vantassel

TRUSTEES ABSENT:

Jeff Southworth

STAFF PRESENT:

Business Manager/District Clerk Rebekah Rhoades, Bobbie Atchison, Matt
Lewis, Jessica Miller, Scott Dubbs, Jill Reed

OTHERS PRESENT:

Joe Zahler – KXLO Radio, Doreen Heintz – News Argus, Emily Eckhardt,
Tanner Trafton and other interested parties.

2. PLEDGE OF ALLEGIANCE

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

4. Presentation—Transitional Kindergarten Class, Garfield Principal, Matt Lewis
(6:10pm)

Matt Lewis presented information regarding the possibility of adding a
Transitional Kindergarten/First Grade classroom to assist targeted students
in transitioning from Kindergarten to First Grade. A transitional
Kindergarten/First Grade class would give those students the foundational
skills to enter into a regular Kindergarten/First Grade the following year.

5. Introduction of New Student Representative to the Board

Jessica Miller introduced Tanner Trafton as the new Student Council
Representative to the Board.

6. Report—Student Representative

Emily Eckhardt and Tanner Trafton, Student Representatives to the Board,
reported on upcoming activities at Fergus High School.

7. Report – LEA

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

8. Report—Committees of the Board

The Gaining Committee met on Wednesday, January 3rd at 6:00 p.m. and
progress is being made. They will be meeting again on Wednesday, January
10th at 6:00 p.m.

The Building & Grounds Committee met on Thursday, January 4th at 6:30
a.m. to review proposals from both Johnson Controls and Apollo for Energy
Savings Contractors.

The Health Insurance Committee will be meeting at a later date. The District is currently working to obtain bids from multiple insurance companies.

9. Calendar Items, Concerns, Correspondence, Etc.
The Belgrade Boys/Girls basketball was cancelled in December and will be rescheduled for a later date. Scheduling of multiple games with Class B teams was discussed.
10. Report—2016-2017 Audit Report
Business Manager Rebekah Rhoades reported Paul Strom and Associates completed the audit for FY2016-2017. There were no findings or material weaknesses in our financial statements or internal control processes. The audit report is posted in its entirety on the District website as well as a hard copy at the District Business Office for the public to view.
11. Report—Budget Information
Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the budget outlook for 2018-2019 school year.
12. Report—Election Information
Rebekah Rhoades, Business Manager/District Clerk, presented to the Board the 2018 School Election Calendar and advised them of the Trustee seats that will be up for election in 2018 – CJ Bailey and Monte Weeden.
13. Report—Investment
Interest earned and distributed for November was \$2,158.19 in the High School and \$2,284.75 in the Elementary, for a total of \$4,442.94. Interest earned and distributed for December was \$3,563.47 in the High School and \$4,358.85 in the Elementary, for a total of \$7,922.32.
14. Report—Superintendent
Superintendent Thom Peck explained that the January PIR will be teacher led, with teachers developing their own professional development. Jim Daniels, Athletic Director, and Mr. Peck will be attending the annual MHSA Meeting on January 15, 2018 and explained a few of the proposals that will be decided upon at that meeting. Randy Barber, Rebekah Rhoades and Mr. Peck toured each facility in an effort to prioritize facility maintenance, both long term and short term. Mr. Peck and Dr. Dern, Roy Public Schools, are working together to develop a Curriculum Coop. The Calendar Committee will be made in the near future, but has not met yet. A list of components was given to the Board in order to develop a Tech Plan for the District. Mr. Peck updated the Board on various events taking place in the District. Monte Weeden reported that it is difficult to understand the start times of the boys and girls basketball games. Jennifer Thompson also questioned why that the reader board at the High School is currently not operating and Mr. Peck responded that it was due to the software being out of date and a solutions is currently being worked on.

PUBLIC PARTICIPATION

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

ACTION ITEMS MINUTES

16. Minutes of the December 11, 2017, Regular Board Meeting – Approved unanimously (Bailey/Weeden)

APPROVAL OF CLAIMS

17. Claims – Approved unanimously (Bailey/Birdwell)
Claims Committee for January through March 2018 will be Board Chair Phil Koterba, CJ Bailey, Jennifer Thompson, and Jeff Southworth.

INDIVIDUAL ITEMS

18. Second Reading – Board Policy 1006FE – Transfers for School Safety – with the amendment for the title to read³⁴ Transfers “of Funds” for School Safety – Approved

- unanimously (Bailey/Thompson)
19. Second Reading – Board Policy 1009FE – Flexible Instructor Licensing – Approved unanimously (Birdwell/Thompson)
 20. Second Reading – Board Policy 1014FE-F1 – Intent to Increase Non-Voted Levy – Approved unanimously (Weeden/Bailey)
 21. Approve Additions to the Substitute List for the 2017-2018 School Year – Approved unanimously (Weeden/Bailey)
 22. Approve Personnel Report – See Exhibit A – Approved unanimously (Thompson/Weeden)

ADJOURNMENT

The meeting was adjourned at 7:25 p.m (Bailey). The next regular meeting will be held at 6:00 p.m. on Monday, February 12, 2018, at the Lincoln Board Room.

PHILLIP R. KOTERBA
BOARD CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

EXHIBIT 'A'
LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Monday January 8, 2018

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
Cripps, Kenton	Construction Academy Facilitator	Fergus High School	Approve appointment on schedule--CONSTR ACADEMY FACILITATOR \$25.00 per hour for up to 7 hours per day for 100 days for the 2017-2018 school year	1/17/2018	Jeff Elliot	Replacing Ron Peevey

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

15

ITEM TITLE: CLAIMS

Requested By: Board of Trustees **Prepared By:** LuAnn Schrauth

SUMMARY:

Approve claims paid through February 9, 2018, as approved by the Finance Committee.

Members of the Finance Committee for January-March 2018 include: Board Chair Phil Koterba, CJ Bailey, Jennifer Thompson, and Jeff Southworth.

SUGGESTED ACTION: Approve Claims as Presented

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

16

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

ITEM TITLE: APPROVE OUT-OF-DISTRICT STUDENT ATTENDANCE AGREEMENT REQUESTS FOR PLACEMENT IN AND OUT OF LEWISTOWN PUBLIC SCHOOLS

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

SUMMARY:

The Board of Trustees needs to approve the following requests for out-of-district students to attend the Lewistown Public Schools as indicated below.

SUGGESTED ACTION: Approve Out-of-District Student Attendance Agreement Requests for Placement Inside/outside of Lewistown Public Schools

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

NOTES:

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

STUDENT NAME	CITY/STATE/ZIP	GRADE	DISTRICT OF RESIDENCE	DISTRICT OF CHOICE
T.M.	Lewistown, MT	11	Lewistown	Moore
R.S.	Moore, MT	9	Lewistown	Moore

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

17

ITEM TITLE: APPROVE FIRST SEMESTER CLAIM FOR INDIVIDUAL CONTRACT BUS
REIMBURSEMENT

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

SUMMARY:

The Board of Trustees needs to approve the claim for the Individual Contract Bus Reimbursement for the first semester as presented on the attachment.

SUGGESTED ACTION: Approve Claim for Individual Contract Bus Reimbursement

☒ **Additional Information Attached**

NOTES:

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



TR-5
Individual Contract Reimbursement Claim
1st Semester 2017-2018

14 Fergus
0258 Lewistown Elem

08/24/2017-01/19/2018

<u>Contract #</u>	<u>Shared</u>	<u>Family Name</u>	<u>Daily</u>	<u>Isolation</u>	<u>Days</u>		<u>Total</u>
			<u>Rate</u>		<u>Transported</u>	<u>Reimbursed</u>	<u>Reimbursement</u>
39115	False	Reisig, Rebecca	0.84	No	89.0	89.0	74.76 *
Total Individual Contract Reimbursement							74.76

Board Chair _____

Signature



TR-5
Individual Contract Reimbursement Claim
1st Semester 2017-2018

14 Fergus
0259 Fergus H S

08/24/2017-01/19/2018

Contract #	Shared	Family Name	Daily	Isolation	Days		Total
			Rate		Transported	Reimbursed	Reimbursement
39114	False	Hartman, Michelle	5.60	No	78.0	78.0	436.80 *
Total Individual Contract Reimbursement							436.80

Board Chair

Signature

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

18

ITEM TITLE: APPROVE FIRST SEMESTER ELEMENTARY AND HIGH SCHOOL CLAIMS FOR BUS REIMBURSEMENT

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

SUMMARY:

Attached are the first semester Elementary and High School claims for bus route reimbursement. According to state law, each yellow bus route generates a per-mile reimbursement based on the rated capacity of the bus used on the route. The money generated is used to fund home-to-school transportation in our Transportation Funds. These payments are financed 50% each by the state and county, with the county's portion financed by a permissive (i.e., unvoted) countywide levy.

The Board of Trustees needs to approve the Elementary and High School Bus Route Reimbursement Claim Forms for the first semester as presented on the attachments.

SUGGESTED ACTION: Approve First Semester Elementary and High School Bus Route Reimbursement Claims

☒ **Additional Information Attached**

NOTES:

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



TR-6
Bus Route Reimbursement Claim
1st Semester 2017-2018

08/24/2017-01/19/2018

14 Fergus
0258 Lewistown Elem

Route #	Miles		Rate	Driver	VIN	Days		Total
	%	Per Day				Claimed	Reimbursed	Reimbursement
1	67.00	82.0	1.57	Floyd L. Carter	4DRBWAAN8DB356001	89.0	89.0	7,676.77
2	67.00	82.9	1.80	Chad R. Francis	4DRBWAAAR09A668040	89.0	89.0	8,897.99
3	67.00	61.0	1.36	Cindy L. Noel	4DRBWAAN7CB341925	89.0	89.0	4,946.90
4	67.00	78.0	1.80	Wayne R. Lelek	4DRBWAAAR76A214251	89.0	89.0	8,372.05
5	67.00	54.1	1.57	Jodi E. Tombarge	4DRBWAAN6GB000568	89.0	89.0	5,064.79
6	67.00	59.0	1.36	Philip J. Montgomery	4DRBWAANX9A668205	89.0	89.0	4,784.71
7	67.00	78.0	0.95	Albert C. White	4DRBUAAL1FB033528	89.0	89.0	4,418.58
8	67.00	50.0	1.80	Lee M. Lantzer	4DRBWAAN1EB481987	89.0	89.0	5,366.70
11	100.00	24.0	1.36	Kathleen A. Schaeffer	4DRBWAAN9AA166953	89.0	89.0	2,904.96
Total Bus Route Reimbursement								52,433.45

Board Chair

Signature



TR-6
Bus Route Reimbursement Claim
1st Semester 2017-2018

08/24/2017-01/19/2018

14 Fergus
0259 Fergus H S

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
1	33.00	82.0	1.57	Floyd L. Carter	4DRBWAAN8DB356001	89.0	89.0	3,781.09
2	33.00	82.9	1.80	Chad R. Francis	4DRBWAAAR09A668040	89.0	89.0	4,382.59
3	33.00	61.0	1.36	Cindy L. Noel	4DRBWAAN7CB341925	89.0	89.0	2,436.54
4	33.00	78.0	1.80	Wayne R. Lelek	4DRBWAAAR76A214251	89.0	89.0	4,123.55
5	33.00	54.1	1.57	Jodi E. Tombarge	4DRBWAAN6GB000568	89.0	89.0	2,494.60
6	33.00	59.0	1.36	Philip J. Montgomery	4DRBWAANX9A668205	89.0	89.0	2,356.65
7	33.00	78.0	0.95	Albert C. White	4DRBUAAL1FB033528	89.0	89.0	2,176.32
8	33.00	50.0	1.80	Lee M. Lantzer	4DRBWAAN1EB481987	89.0	89.0	2,643.30
Total Bus Route Reimbursement								24,394.64

Board Chair

Signature

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

19

ITEM TITLE: APPROVE TRUSTEE RESOLUTION CALLING FOR AN ELECTION

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

SUMMARY:

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

Attached for your review is the Trustee Resolution Calling for an Election, an action the Board must take by Tuesday, February 27, 2018.

SUGGESTED ACTION: Approve Trustee Resolution Calling for an Election

☒ **Additional Information Attached**

NOTES:

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

TRUSTEE RESOLUTION CALLING FOR AN ELECTION

BE IT RESOLVED, the Board of Trustees for School District No. 1, Fergus County, State of Montana, will hold the Annual Regular School Election on Tuesday, the 8th day of May, 2018, which date is not less than seventy (70) days after the passage of this resolution.

The election will be conducted by:

 x Mail Ballot Poll Election

The purpose of the election is to elect two (2) trustees for a three-year term. Approval of additional levies to operate and maintain the Elementary District General Fund for FY2018 and approval of additional levies to operate and maintain the High School District General Fund for FY 2018 will also be requested. If it is later determined that any portion of the election is not required, the Board of Trustees authorizes Rebekah Rhoades, Election Administrator, to cancel that portion of the election in accordance with [13-1-304](#) and [20-3-313](#), MCA.

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

Voting Location and Address:

The Fergus County Clerk and Recorder will administer the election. Voters must return their mail ballots to the Fergus County Courthouse by 8:00pm on May 8, 2018.

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

No further proceedings were conducted relating to the election.

Phil Koterba
Print Name of Board Chair

Signature of Board Chair

Rebekah Rhoades
Print Name of District Clerk

Signature of District Clerk

DATED this 12th day of February, 2018.

20-20-201, MCA

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

20

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

ITEM TITLE: ELIMINATION OF BOARD POLICY #4600 – Community Relations

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

SUMMARY:

The Board of Trustees needs to approve the elimination of Board Policy #4600 – Community Relations.

SUGGESTED ACTION: Approve Elimination of Board Policy #4600 – Community Relations

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

NOTES:

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

Lewistown School District

COMMUNITY RELATIONS

4600
page 1 of 5

Notice to Parents Required by No Child Left Behind Act of 2001 ("NCLB")

*NOTE: This list of parental notice requirements may not be exhaustive. The only notices applying to districts that do **not** receive Title I funds are those regarding student privacy. The notices described in this administrative procedure are paraphrased; please see the specific NCLB section cited for the exact requirements.*

Improving Basic Programs Operated by Local Educational Agencies

1. As required by NCLB 1111(h)(6)(A): At the beginning of each school year, a district that receives Title I funds shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the district will provide the parents on request, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:
 - a. Whether the teacher has met the state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
 - b. Whether the teacher is teaching under emergency or other provisional status.
 - c. The teacher's baccalaureate degree major and any other graduate certifications or degrees.
 - d. Whether paraprofessionals provide services to the student and, if so, their qualifications.
2. As required by NCLB 1111(h)(6)(B)(i): Districts must provide parents information on the level of achievement of the parent's child in each of the state academic assessments.
3. As required by NCLB 1111(h)(6)(B)(ii): Districts must provide parents timely notice that the parent's child has been assigned, or has been taught for four (4) or more consecutive weeks by, a teacher who is not highly qualified.

Limited English Proficient Students

1. As required by NCLB 1112(g)(1)(A) and (g)(2) and 3302(a): Districts must inform a parent of a limited English proficient child identified for participation or participating in such a program, of the reasons for their child being identified, their child's level of English proficiency, instructional method, how their child's program will meet the child's needs, how the program will help the child learn English, exit requirements for the program to meet the objectives of any limited English proficiency, and information regarding parental rights.
2. As required by NCLB 1112(g)(1)(B) and 3302(b): Each district using Title I funds to provide a language instruction educational program, that has failed to make progress on the annual

4600
page 2 of 5

measurable achievement objectives described in 3122 for any fiscal year for which part A is in effect, shall separately inform the parents of a child identified for participation or participating in such a program, of such failure not later than thirty (30) days after such failure occurs.

3. As required by NCLB 1112(g)(4) and 3302(e): Each district shall implement an effective means of outreach to parents of limited English proficient students to inform the parents regarding how they can be involved in their child's education and be active participants in assisting their child to attain English proficiency, achieve at high levels in core academic subjects, and meet challenging state academic achievement standards and state academic content standards expected of all students. In addition, the outreach shall include holding and sending notice of opportunities for regular meetings for formulating and responding to parent recommendations.

Academic Assessment and Local Education Agency and School Improvement

1. As required by NCLB 1116(b)(6): Districts shall promptly provide to parents of each student enrolled in an elementary school or a secondary school identified for school improvement under 1116(b)(1)(E)(I), for corrective action under 1116(b)(7)(C)(I), or for restructuring under 1116(b)(8)(A)(I):
 - a. An explanation of what the identification means and how the school compares in terms of academic achievement to other district schools and the state educational agency;
 - b. The reasons for the identification;
 - c. An explanation of what the school identified for school improvement is doing to address the problem;
 - d. An explanation of what the district or state educational agency is doing to help the school address the achievement problem;
 - e. An explanation of how the parents can become involved in addressing the academic issues that caused the school to be identified for school improvement; and
 - f. An explanation of the parents' option to transfer their child to another public school under paragraphs (1)(E), (5)(A), (7)(C)(i), (8)(A)(i), and subsection (c)(10)(C)(vii) (with transportation provided by the agency when required by paragraph (9)) or to obtain supplemental educational services for the child in accordance with subsection (e).
2. As required by NCLB 1116(b)(8)(c): Whenever the school fails to make adequate yearly progress and/or is restructured, the district shall provide the teachers and parents with an adequate opportunity to comment and participate in developing any plan.

3. As required by NCLB 1116(e)(2)(A): The district shall provide annual notice to parents of:
 - a. The availability of supplemental education services;
 - b. The identity of approved providers of those services within the district or whose services are reasonably available in neighboring districts; and
 - c. A brief description of those services, qualifications, and the demonstrated effectiveness of each such provider.

Parental Involvement

1. As required by NCLB 1118(b): Parents shall be notified of the parental involvement policy, in an understandable and uniform format and, to the extent practicable, in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.
2. As required by NCLB 1118(c): Each school shall:
 - a. Convene an annual meeting at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation and to explain the requirements of the NCLB and the right of the parents to be involved;
 - b. Offer a flexible number of meetings;
 - c. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs, including the planning, review, and improvement of the school parental involvement policy and the joint development of the school-wide program plan under 1114(b)(2);
 - d. Provide parents of participating children:
 - Timely information about programs under this part;
 - A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and
 - If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.

Education of Homeless Children and Youths

1. As required by NCLB 722(e)(3)(C): The district shall provide written notice, at the time any homeless child or youth seeks enrollment in the school and at least twice annually while the child or youth is enrolled in the school, to the parent or guardian of the child or youth (or, in the case of an unaccompanied youth, the youth) that:

4600

page 4 of 5

- a. Shall be signed by the parent or guardian;
- b. Sets forth the general rights provided under this subtitle;
- c. Specifically states:

- The choice of schools homeless children and youths are eligible to attend;
 - That no homeless child or youth is required to attend a separate school for homeless children or youths;
 - That homeless children and youths shall be provided comparable services, including transportation services, educational services, and meals through school meals programs;
 - That homeless children and youths should not be stigmatized by school personnel;
- d. Includes contact information for the local liaison for homeless children and youths.
2. As required by NCLB 722(g)(2)(B)(iii): In the case of an unaccompanied homeless youth, the district shall ensure that the homeless liaison assists in placement or enrollment decisions, considers the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.
3. As required by NCLB 722(g)(6)(A)(iv): Each district shall ensure that public notice of the educational rights of homeless children is disseminated where such children and youths receive services under this Act, such as schools, family shelters, and soup kitchens.

Persistently Dangerous Schools

If the district is identified as a persistently dangerous school, the district must, in a timely manner:

1. Notify parents of each student attending the school that the state has identified the school as persistently dangerous.
2. Offer all students the opportunity to transfer to a safe public school within the district. If there is not another school in the district, the district is encouraged, but not required, to explore other options such as an agreement with a neighboring district to accept transfer students.
3. For those students who accept the offer, complete the transfer.

In addition a district must also:

1. Develop a corrective action plan; and
2. Implement the plan in a timely manner.

Parental notification regarding the status of the school and the offer to transfer students may be made simultaneously.

Student Privacy

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

21

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

ITEM TITLE: FIRST READING---BOARD POLICY #5420F –ESSA Qualification
Notification

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

SUMMARY:

The Board of Trustees needs to approve the first reading of new Board Policy #5420F – ESSA Qualification Notification.

SUGGESTED ACTION: First Reading of Board Policy #5420F – ESSA Qualification Notification

☒ Additional Information Attached Estimated cost/fund source _____

NOTES:

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

ESSA Qualification Notification

ANNUAL NOTIFICATION – OPTION TO REQUEST PROFESSIONAL QUALIFICATIONS

TO: _____ From: _____
(Parents' Name) (School's Name)

Date: _____ Re: _____ Grade: _____
(Student's Name)

Dear Parent/Guardian,

Because Lewistown School District receives federal funds for Title I Programs as a part of Every Student Succeeds Act (ESSA), you may request information regarding the professional qualifications of your child's teacher(s) or paraprofessional(s), if applicable.

If you would like to request this information, please contact your Thom Peck, Superintendent by phone at 535-8777 ext. 112 or by email at thom.peck@lewistown.k12.mt.us

Sincerely,

Thom J. Peck, Superintendent

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

22

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

ITEM TITLE: DECISION AND RATIFICATION OR DENIAL OF THE 2018-2020 COLLECTIVE BARGAINING AGREEMENT

Requested By: Board of Trustees **Prepared By:** Gaining Team

SUMMARY:

The Board of Trustees needs to make a decision and call for a vote to ratify or decline the proposal for the 2018-2020 Collective Bargaining Agreement as presented by the Collective Gaining Team.

SUGGESTED ACTION: Call for Vote to Ratify or Decline Proposal for the 2018-2020 Collective Bargaining Agreement

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

NOTES:

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

LPS Collective Bargaining



2018-2020

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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/~~187~~187th of their annual salary per day of attendance. This does not include the Montana Education Association Annual IPD (Instruction and Professional Development) Conference.
5. School absences due to Delegate Assembly attendance, will result in a reduction in pay equivalent to the substitute pay rate for the participating teacher(s).
6. LEA PRESIDENT WORK LEAVE
 - a. The president of the Association shall be granted not more than one day per month in order to perform the duties of the office. Such leave shall be requested at the discretion of the president; however, the president shall make an effort to take the leave subject to the availability of a substitute. Such leave shall be requested in writing in advance and shall be authorized by the Superintendent or his designee.
 - b. President work leave must be used to complete the duties directly related to Association business. Such leave shall not be used for political-action related activities in accordance with state law.
 - c. President work leave days may not be carried over to a new year.
 - d. President work leave shall not replace other leave days already allocated to the president.
 - e. The Association shall reimburse the district for the substitute wages incurred during the president work leave time.

B. SABBATICAL LEAVE:

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

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

C. EXTENDED LEAVE:

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

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

1. Family Illness:

- a. Family illness shall apply to a teaching employee and spouse and their grandparent, father, mother, sister, brother, daughter, son, and grandchild.
- b. When a teaching employee becomes ill or injured whereby the period of convalescing is longer than the accumulated sick leave, said employee may apply for an extended leave of absence.

2. Education: Upon approval of the Board, an extended leave of absence may be granted to obtain additional education, participate in an exchange teaching program, travel, or participate in work programs related to professional responsibilities.

3. Campaign for/or Election to Public Office: Leave may be given for the length of time necessary for the campaign or term of the public office, not to exceed one (1) full year.

4. Military Service:

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

~~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~~

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)~~nine (9) discretionary days each year. Discretionary leave may be used for an illness (either employee's own or dependent's medical appointment or illness) or personal business.
2. Notification of intention to take leave for personal business should be submitted to the principal, who will forward the request for authorization by the Superintendent or his designee at least five (5) working days, but no less than twenty-four (24) hours before taking such leave, except in the case of an emergency.
3. When a teacher has used all ~~ten (10)~~nine (9) days of discretionary leave in one year, no further leaves for personal business will be granted.
4. Discretionary leave requested for personal business may be denied if more than six percent (6%) of the teaching staff is absent on personal leave at the time such leave is to be taken.
5. Requests for Discretionary Leave will be made and approved in advance based on the availability of substitutes. Requests for Discretionary Leave to be taken during the first or last two days of any semester, on a PIR day, or in extension of a scheduled day(s) off, shall be submitted to and approved in the sole discretion of the Superintendent and/or Building Administrator.
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/~~48~~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, 201~~68~~⁷⁹ to August 31, 201~~79~~²⁰ per family toward the comprehensive major medical and dental programs in effect for during those time periods respectively.

Single	\$ 556643	Family	\$ 857990
Two-Party	\$ 754868	Two Staff - No Dependent	\$ 44421285
Employee with Dependent	\$ 734849	Two Staff - With Dependent	\$ 42481407

The Board will contribute the following amounts per month from September 1, 201~~79~~²⁰ to August 31, 201~~8~~²⁰ per family toward the comprehensive major medical and dental programs in effect during those time periods respectively. .

Single	\$ 584708	Family	\$ 9001089
Two-Party	\$ 789955	Two Staff - No Dependent	\$ 44681414
Employee with Dependent	\$ 774934	Two Staff - With Dependents	\$ 42791548

2. Terms of Insurance: The insurance contract and its benefits are understood to be in effect from September 1, 201~~68~~²⁰ to August 31, 201~~8~~²⁰.
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, 201~~68~~ to August 31, 20~~18~~20.

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~~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.~~

- ~~32.~~ 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.

- ~~34.~~ POST-MASTER'S DEGREE STATUS: Additional training, either graduate or undergraduate course work, beyond a master's degree will be recognized only if obtained in the candidate's teaching field or Board-approved field and if granted by an accredited college or university. A teacher will be granted a hearing by the Board if another field is desired.

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

Renewal units may be earned as follows:

- One renewal unit may be earned through one (1) hour of attendance at an approved professional development opportunity.

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

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

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

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

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

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

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LEWISTOWN PUBLIC SCHOOL
SALARY INDEX - 4.1 ATTAINMENT LEVEL
JULY 1, 2018 - JUNE 30, 2019 - 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>29017</u>	<u>30018</u>	<u>31042</u>	<u>31544</u>	<u>32043</u>	<u>33068</u>	<u>34069</u>	<u>35067</u>
<u>1</u>	<u>30195</u>	<u>31312</u>	<u>32426</u>	<u>32987</u>	<u>33544</u>	<u>34658</u>	<u>35775</u>	<u>36863</u>
<u>2</u>	<u>31373</u>	<u>32606</u>	<u>33811</u>	<u>34429</u>	<u>35044</u>	<u>36248</u>	<u>37481</u>	<u>38659</u>
<u>3</u>	<u>32551</u>	<u>33901</u>	<u>35195</u>	<u>35871</u>	<u>36544</u>	<u>37838</u>	<u>39187</u>	<u>40456</u>
<u>**4</u>	<u>33729</u>	<u>35195</u>	<u>36579</u>	<u>37313</u>	<u>38044</u>	<u>39428</u>	<u>40894</u>	<u>42252</u>
<u>5</u>	<u>34907</u>	<u>36489</u>	<u>37963</u>	<u>38755</u>	<u>39544</u>	<u>41018</u>	<u>42600</u>	<u>44048</u>
<u>6</u>	<u>36086</u>	<u>37783</u>	<u>39347</u>	<u>40197</u>	<u>41045</u>	<u>42609</u>	<u>44306</u>	<u>45844</u>
<u>7</u>	<u>37264</u>	<u>39077</u>	<u>40731</u>	<u>41639</u>	<u>42545</u>	<u>44199</u>	<u>46012</u>	<u>47640</u>
<u>8</u>	<u>38442</u>	<u>40371</u>	<u>42115</u>	<u>43082</u>	<u>44045</u>	<u>45789</u>	<u>47718</u>	<u>49436</u>
<u>***9</u>	<u>39620</u>	<u>41666</u>	<u>43499</u>	<u>44524</u>	<u>45545</u>	<u>47379</u>	<u>49425</u>	<u>51232</u>
<u>10</u>	<u>40798</u>	<u>42960</u>	<u>44883</u>	<u>45966</u>	<u>47045</u>	<u>48969</u>	<u>51131</u>	<u>53029</u>
<u>11</u>	<u>41976</u>	<u>44254</u>	<u>46268</u>	<u>47408</u>	<u>48545</u>	<u>50559</u>	<u>52837</u>	<u>54825</u>
<u>12</u>	<u>43154</u>	<u>45548</u>	<u>47652</u>	<u>48850</u>	<u>50046</u>	<u>52149</u>	<u>54543</u>	<u>56621</u>
<u>13</u>	<u>43154</u>	<u>46842</u>	<u>49036</u>	<u>50292</u>	<u>51546</u>	<u>53739</u>	<u>56249</u>	<u>58417</u>
<u>14</u>	<u>43154</u>	<u>46842</u>	<u>50420</u>	<u>51734</u>	<u>53046</u>	<u>55330</u>	<u>57956</u>	<u>60213</u>
<u>15</u>	<u>43154</u>	<u>46842</u>	<u>50420</u>	<u>53177</u>	<u>54546</u>	<u>56920</u>	<u>59662</u>	<u>62009</u>

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

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

- * ~~187~~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 201~~68~~-201~~79~~ is \$ ~~28,027~~29,017; Level 4.1. Base salary for 201~~79~~-20~~20~~48 is \$ ~~28,588~~29,597; Level 4.1.
2. The salary schedules shall include preparation column of M.A+ 30. Only approved credits earned after September 1, 1989, shall apply to the M.A +30column.
3. The salary schedule shall not reduce existing salaries at any level.
4. For teachers employed for 12 months, the salary schedules are to be increased by the factor of 1 1/9th in all items.
5. For the purpose of these schedules, a semester shall consist of ten (10) semester hours of training in the teacher's teaching field or Board-approved field. 1 semester hour is equivalent to 1.5 quarter hours.
6. In moving from one preparation column to another, a person will move to the next column and down one (1) step.
7. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in the M.A.+30 column, shall receive one percent (1%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, two percent (2%) during the twentieth (20th) through the twenty-fourth (24th) year, three percent (3%) during the twenty-fifth (25th) through the twenty-ninth (29th) year and four percent (4%) during the thirtieth and succeeding years of service in the District. Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
8. On or before September 1 of each year, teachers applying for longevity shall provide written notice of years of service in LPS to the clerk of the school district, especially if there was a break in service. Certified employees who have attained the final step in the B.A.+30 column, shall receive one half percent (.5%) of the final amount in the respective columns during the fifteenth (15th) year through the nineteenth (19th) year, one percent (1%) during the twentieth (20th) through the twenty-fourth (24th) year, one and a half percent (1.5%) during the twenty-fifth (25th) through the twenty-ninth (29th) year and two percent (2%) during the thirtieth and succeeding years of service in the District. . Longevity will only apply to those staff members in the B.A.+30 and M.A.+30 column with 15+ consecutive years of service with the school district.
89. Any teaching employee may make a written request for a \$500 salary advance to be drawn against his/her September paychecks (\$250 will be withheld from each of the September 15th and September 30th pay periods). This written request must be made to the Payroll Office within the first three (3) working days.
- K. MOVING ALLOWANCE - A teacher who is involuntarily moved from one classroom into another will receive up to a \$200 payment, upon written request to the District. Involuntary moves are the result of decisions that have been made by the school district.
- L. CURRICULUM & ASSESSMENT - Certified employees assigned to work on curriculum development and/or assessment teams for the District shall be paid \$17.50 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.

1. A Zero Period class will be defined as a class consisting of no less than 45 minutes as a class students are taking for credit and/or a grade. The zero period class will be taught outside the normal six period day. This zero period class must meet the required instructional minutes to align with accreditation standards.

2. The listed stipend will be adjusted based on the number of days the class meets. For example if the class only meet two days a week, the staff member would receive 2/5 the stipend, meeting three days a week would equal a 3/5 stipend, meeting four days a week would equal a 4/5 stipend and if the class is every day during the week the staff member would receive the full stipend.

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ATHLETIC ACTIVITY POSITIONS

High School

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

NON-ATHLETIC ACTIVITY POSITIONS

High School

MUSIC		Concessions Coordinator (ordering)	\$500
Instrumental Activities	0.110	Concessions Advisor Rate per	
Jazz Band	0.040	Assigned Contest	\$17.50/hour
Music Coordinator (K-12)	0.065	F-Club Advisor	0.015
Vocal Activities	0.070	FFA Advisor	0.110
Select Choir	0.040	FCCLA Advisor	0.035
SCHOOL PLAYS		Key Club Advisor	0.047
Drama Producer (per play)	0.020	Magazine Sales Coordinator	0.020
Assistant Producer (per play)	0.020	National Honor Society Advisor	0.035
Assistant Musical (per play)	0.020	Renaissance Coordinator	0.047
SPEECH & DRAMA		Science Bowl Sponsor	0.035
Head Coach	0.110	Science Olympiad Sponsor	0.020
Assistant	0.075	Ski Club Advisor	0.015
OTHER NON-ATHLETIC POSITIONS		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

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

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

NON-ATHLETIC ACTIVITY POSITIONS

Junior High

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

ELEMENTARY ACTIVITY POSITIONS

Athletic Coordinator	0.065	<u>Elementary Music</u>	<u>0.070</u>
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PUPIL PARTICIPATION COMPETITIVE SPORTS:

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

ARTICLE XVI

EXTENDED CONTRACTS

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

ARTICLE XVII

SEVERANCE PAY

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

ARTICLE XVIII

RETIREMENT

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

ARTICLE XIX

EFFECT OF AGREEMENT

- A. This instrument contains all provisions of agreement between the Board and the Association on negotiated matters for agreement under School Laws of Montana.
- B. Unless changed by this agreement, previously negotiated items shall remain in effect for the duration of this agreement. All provisions of this agreement shall become effective on July 1, 201~~6~~8 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, 20~~18~~20.
- 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- 201~~97~~-20~~20~~~~18~~ school year, this Article will replace the present Article VI, Reopening of Negotiations, Section A., B., C., and D. in their entirety for the next contract year.
- B. The collective gaining process guidelines have been established, including a contract proposal deadline of February 1.
- C. The collective gaining committee may request an extension of time to complete work on a contract proposal. The Board and the Association Executive Committee may grant any extension, especially in a legislative year.
- D. The full gaining committee will meet to review and agree on the intent of all language and changes to the negotiated agreement. Changes will be presented to the LEA and the Board of Trustees by the gaining team. Within one week of these presentations, either side may request one meeting of the gaining team to clarify any language changes made on the negotiated agreement to more accurately reflect the intent of the gaining team. No new issues may be brought forth. It is the sole responsibility of the gaining committee to accept or reject suggested clarifications of language. The final step will be voting on the negotiated contract by and LEA and Board of Trustees.
- E. If a proposed contract is not prepared within the time line or if the collective gaining committee has mutually agreed to dissolve the process, the Association shall notify the School District of their desire to return to the collective bargaining process. The Association and the Board agree to initiate negotiations within fifteen (15) days of such notification.

ATTEST:

DATED THIS _____ DAY OF _____, 20__

BY _____
District Clerk
School District No. 1

BY: _____
Board Chair
School District No. 1

BY _____
Gaining Chair
Lewistown Education Association

BY: _____
President
Lewistown Education Association

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

23

ITEM TITLE: APPROVE 2018-2019 SCHOOL CALENDAR

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

SUMMARY:

The Board of Trustees needs to approve the 2018-2019 School Calendar as presented on the attachment.

SUGGESTED ACTION: Approve 2018-2019 School Calendar

☒ **Additional Information Attached**

NOTES:

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

Lewistown Public Schools 2018-2019 School Calendar

August 2018						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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








August 20 New Staff Orientation
 August 21-22 All Staff Orientation/PIR
 October 18-19 Staff Development Days - Teachers Convention
 November 7-8 **Parent Teacher Conferences**
 (Evening only Nov. 7, All Day Nov. 8 with No School on Nov. 9)
 January 14 PIR
 March 26 **Parent Teacher Conference**
 (Conference-Evenings ONLY--Regular School Day for Students)
 1 Floating PIR

Vacations

September 3 Labor Day
 November 9 Vacation Day
 November 21-23 Thanksgiving Vacation
 December 24-January 2 Winter Break
 February 22 Vacation Day
 March 29 Vacation Day
 April 18-22 Spring Break
 May 27 Memorial Day
 July 4 Vacation Day (12 month employees)

Paid Holidays

(+ 2 Floating Holidays for 12 month employees)

 **New Teacher Orientation**
 **First/Last Day of School**
 (Last day - out @ 1:30 p.m.)
 **End of Quarter**
 (1st & 3rd Quarters)
 **Midterms**
 **End of Semester**
 (2nd & 4th Quarters)
 **School Dismissed--1:30 p.m.**
 **FHS -- Graduation Day**

LEWISTOWN PUBLIC SCHOOLS 2018-2019 SCHOOL CALENDAR

A. Pupil Instruction

First Semester						90 Days	Second Semester						89 Days
FIRST QUARTER						DAYS	THIRD QUARTER						DAYS
First Week	Aug	23	--	Aug	24	2	First Week	Jan	21	--	Jan	25	5
Second Week	Aug	27	--	Aug	31	5	Second Week	Jan	28	--	Feb	1	5
Third Week	Sept	4	--	Sept	7	4	Third Week	Feb	4	--	Feb	8	5
Fourth Week	Sept	10	--	Sept	14	5	Fourth Week	Feb	11	--	Feb	15	5
Fifth Week	Sept	17	--	Sept	21	5	Fifth Week	Feb	18	--	Feb	21	4
Sixth Week	Sept	24	--	Sept	28	5	Sixth Week	Feb	25	--	Mar	1	5
Seventh Week	Oct	1	--	Oct	5	5	Seventh Week	Mar	4	--	Mar	8	5
Eighth Week	Oct	8	--	Oct	12	5	Eighth Week	Mar	11	--	Mar	15	5
Ninth Week	Oct	15	--	Oct	17	3	Ninth Week	Mar	18	--	Mar	22	5
Tenth Week	Oct	22	--	Oct	26	5							44
						44							
SECOND QUARTER						DAYS	FOURTH QUARTER						DAYS
First Week	Oct	29	--	Nov	2	5	First Week	Mar	25	--	Mar	28	4
Second Week	Nov	5	--	Nov	7	3	Second Week	Apr	1	--	Apr	5	5
Third Week	Nov	12	--	Nov	16	5	Third Week	Apr	8	--	Apr	12	5
Fourth Week	Nov	19	--	Nov	20	2	Fourth Week	Apr	15	--	Apr	17	3
Fifth Week	Nov	26	--	Nov	30	5	Fifth Week	Apr	23	--	Apr	26	4
Sixth Week	Dec	3	--	Dec	7	5	Sixth Week	Apr	29	--	May	3	5
Seventh Week	Dec	10	--	Dec	14	5	Seventh Week	May	6	--	May	10	5
Eighth Week	Dec	17	--	Dec	21	5	Eighth Week	May	13	--	May	17	5
Ninth Week	Jan	3	--	Jan	4	2	Ninth Week	May	20	--	May	24	5
Tenth Week	Jan	7	--	Jan	11	5	Tenth Week	May	28	--	May	31	4
Eleventh Week	Jan	15	--	Jan	18	4							45
						46							
													Totals
													179

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

August 21-22	PIR	2.00
October 18-19	Staff Development Days - Teachers Convention	2.00
November 7-8	Parent Teacher Conferences <i>(Evening on Nov. 7 from 4:00-7:00 pm; All Day Nov. 8)</i>	1.50
January 14	PIR	1.00
March 26	Parent Teacher Conferences - Evening <u>ONLY</u> (Regular Day for Students)	0.50
1 Floating PIR		1.00
		8.00

C. Holidays / Vacations (Dates Inclusive)

September 3	Labor Day
October 18-19	Fall Vacation (Teachers - Convention)
November 9	Vacation Day
November 21-23	Thanksgiving Vacation
December 24 - January 2	Winter Break
January 14	PIR (Vacation day for Students)
February 22	Vacation Day
March 29	Vacation Day
April 18, 19 & 22	Spring Break
May 27	Memorial Day

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

24

ITEM TITLE: APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2017-2018 SCHOOL YEAR

Requested By: Board of Trustees **Prepared By:** Jennifer Peterson

SUMMARY:

The Board of Trustees needs to approve the additions to the substitute list for the 2017-2018 School Year as listed below:

Substitute Teacher/Aide List:

Heather Ellen Wishman
Ray Charles Jones

SUGGESTED ACTION: Approve Additions to the Substitute List for the 2017-2018 School Year

☐ **Additional Information Attached**

NOTES:

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

02/12/2018

Agenda Item No.

25

ITEM TITLE: APPROVE PERSONNEL REPORT

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

SUMMARY:

Attached is the Personnel Report for your review.

SUGGESTED ACTION: Approve All Items

☒ **Additional Information Attached**

NOTES:

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

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday February 12, 2018

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
CURRICULUM TEAM		School District #1	Approve appointment at \$17.50 per hour for the hours indicated per person on attachment	2/12/2018	Scott Dubbs	See memo.
SCHAEFFER, Kathleen	Bus Driver/Assistant to Transportation Director	Bus Barn	Accept Letter of Resignation	6/29/2018		See attached letter.
PETERSON, Jennifer	Administrative Secretary	Lincoln Building	Accept Letter of Resignation	3/9/2018		See attached letter.
LANKUTIS, Terry	Infinite Campus Director	Fergus High School	Accept Letter of Resignation	4/30/2018		See attached letter.
WOOLETT, Angela	Secretary	Fergus High School	Accept Letter of Resignation	2/16/2018		See attached letter.
RINALDI, Linda	Special Education Teacher	Fergus High School	Accept Letter of Resignation	5/31/2018		See attached letter.
DRISSELL, Paula	Resource Teacher	Garfield (Headstart)	Accept Letter of Resignation	5/31/2018		See attached letter.
FELLER, Vic, HUDSON, Troy and LEAR, Derek	Football Coaches	Fergus High School	Approve Out-of-State Travel to attend the Glazier Football Clinic in Reno, Nevada	2/12/2018	Jeff Elliott	See attached memo.
WALLACE, Robert	Head Wrestling Coach	Junior High School	Approve appointment on schedule--(.065 x \$33,231.00) \$2,160.02	2/12/2018	Tim Majerus	See attached memo.
RITCHEY, Mitch	Assistant Wrestling Coach	Junior High School	Approve appointment on schedule--(.050 x \$33,231.00) \$1,661.55	2/12/2018	Tim Majerus	See attached memo.


LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Monday February 12, 2018

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
ODERMANN, Robert	School Bus Route Driver	Transportation	Approve appointment on schedule-- TRANSPORTATION +45 CEU's Step 6 for up to 4 hours per day for up to 64 days.	3/1/2018	Steve Klippenes	Replacing Phillip Montgomery

MEMORANDUM

To: Thom Peck, Superintendent
CC: Rebekah Rhoades, Business Manager
From: Scott A. Dubbs, Curriculum Director
Date: January 3, 2018
Re: Curriculum Salary Request



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

The District has not had teams recently make this request. This request also does not include all curriculum work in the District as that work is typically a large part of a teacher's regular responsibilities and this request only includes this committee.

The rate of pay for teachers is \$17.50 per hour and is only available when working with their team. Administrators do not qualify for this reimbursement but are also critical parts of our teams. Additionally, each team member is limited to a maximum of twelve hours for reimbursement.

The expense for this reimbursement is offset by the real cost of guest teachers; and as mentioned above the real benefit is that it allows these teachers to remain in class. In order to qualify for the hourly payment, time spent must be outside of the regular school day, which is defined by past practice from 8:00 a.m. to 4:00 p.m.

Social Studies Curriculum Team:

- Bridget Sparks
- Derek Lear
- Krystal Ferguson
- Noah Vallincourt
- Polly Weichel
- Sara McKinney
- Sydney Stivers
- Troy Henderson
- Tace Patten
- Charles Cloud
- Sandy Fox
- Luke Brandon

Kathleen Schaeffer
1015 5th Avenue South
Lewistown, MT 59457
406-366-2537

January 4, 2018

Steve Klippenes
Transportation Director
Lewistown Public Schools
215 7th Avenue South
Lewistown, MT 59457

Dear Steve,

I would like to inform you that I am officially resigning from my position as school bus driver/driver trainer/assistant to Transportation Director for Lewistown Public Schools, effective June 29, 2018. Working here has been such a wonderful experience, and I will cherish the memories forever.

I have decided to retire and leave the workforce so I can enjoy a number of personal interests while I am still fairly young and in good health. I have worked for Lewistown Public Schools transportation for 17+ years, and although those were some of the best years of my life, I am looking forward to the next chapter.

I want to personally thank you for the many opportunities you have given me over the years. I have grown personally and professionally, and am very pleased with the work I have done, the staff and students I have been privileged to work with, and the departmental standards I have helped to effect; all under your leadership. Thank you Steve, for all you have done to help me advance in my skills and career.

While I look forward to enjoying my retirement, I will miss being part of our team and the school district. I trust that the friendships I have developed here will last well into the future.

If I can be of any help during this transitional time, please let me know. Thank you again for your understanding, and I wish you all the best.

Kathleen Schaeffer /

Mrs. Jennifer Peterson
9818 Hanover Road
Lewistown, MT 59457

January 8, 2018

Rebekah Rhoades – District Clerk/Business Manager
Thom Peck – Superintendent
Board of Trustees - Lewistown Public Schools

My last day of employment with Lewistown Public Schools will be Friday, March 9, 2018 as my husband and I are moving back to Texas. We intend to come back to Lewistown permanently in a few years as we both love it here. We do look forward to being closer to my daughters and grandchildren. So, our move is going to be bittersweet.

I am grateful to have worked for Superintendents Jason Butcher and Thom Peck. Both are strong leaders with big hearts and are wonderful to work for. Rebekah Rhoades has been a mentor, a teacher, a leader, a friend, a boss and a role model. I am going to miss working for her and with her more than I can express in words. She has taught me so much over the last year and a half and I will take that knowledge with me, as well as lots of great memories. Being part of the Lincoln Building Team has hands down been the best job I have ever had. It has been an amazing experience working for Lewistown Public Schools as the Administrative Secretary to the Superintendent and District Clerk since August 22, 2016. Thank you all for this opportunity.

Sincerely,

Jennifer Peterson

February 5, 2018

Mrs. Rhoades,

I am writing this letter to inform you of my intent to make April 30, 2018 the last day of my employment with Lewistown Public Schools. I enjoy the job, but because of my age and other life responsibilities, it is time for me to devote more time to those activities.

I am committed to helping make the transition as smooth as possible for my replacement. Anything I can do to continue training a person to take over, I will do through April 30.

I appreciate your support throughout the years and have thoroughly enjoyed my tenure with the District.

Sincerely,

Ms. Terry Lankutis

February 1, 2018

Dear Jeff,

This is my letter of resignation. I plan to work through Friday, February 16. My new job would like me to begin the following Monday.

Although I will no longer work here as the Attendance Secretary, my job as Central Montana Youth Mentoring advisor does not end until April. Therefore, I will continue my duties with that program, such as organizing and attending their lunches.

It has been a pleasure working with you.

Thank you,

Angela Woolett

**LEWISTOWN PUBLIC SCHOOLS
EARLY RETIREMENT INCENTIVE
THREE-YEAR PLAN**

FEBRUARY 9, 2016

The Board of Trustees for the Lewistown Public Schools is offering a one-time retirement incentive plan to eligible certified personnel.* The plan is solely for certified personnel contracted by the Lewistown Public Schools and will be in effect through the 2017-2018 School Year.

I. CRITERIA FOR ELIGIBILITY

- A. The plan benefits are limited solely to certified contracted personnel who will receive a retirement benefit from the Montana Teachers Retirement System during the year of the plan participation.
- B. At the time of retirement, certified personnel who have been employed by the District for the last eight years and are eligible to retire under the Montana Teacher Retirement System as listed on page 2, shall be eligible to participate in the early retirement plan (hereinafter referred to as the Plan).
- C. Eligible personnel planning to retire at the end of the 2015-2016 School Year will have until March 1, 2016, to be a three-year participant. Eligible personnel planning to retire at the end of the 2016-2017 School Year will have until February 1, 2017, to be a two-year participant. **And, eligible personnel planning to retire at the end of the 2017-2018 School Year will have until February 1, 2018, to be final year participant.** Those who choose not to participate by the respective March 1st or February 1st deadlines are ineligible to be involved in this Plan. This Plan will be in effect only during the 2016 to 2018 school years and will not be available again. The Plan benefits expire on August 31, 2019, regardless of the option chosen.
- D. Certified personnel who elect to participate in the Plan shall submit their irrevocable resignation and acceptance of the Plan to the District Superintendent by the dates stated in section C.
- E. If any provision of this Plan in application of this agreement to any employee is held to be unenforceable or contrary to law then, in that event, the Board of Trustees shall have the option of voiding the Plan, thereby returning the employee to his or her former employment status, or enforcing the Plan to the extent permitted by law.
- F. The Board may offer as many incentives as it deems financially prudent.
- G. Participants will be considered on a seniority basis.

*Certified personnel who are eligible for the severance pay under Policy 6417 are not eligible for this retirement incentive

ELIGIBILITY FOR A MONTANA TRS RETIREMENT BENEFIT

A member who has terminated TRS covered employment may apply for a retirement benefit provided:

- ① 1. The member has attained age 60 with at least five full years of creditable service, or;
2. The member has been credited with 25 or more years of creditable service, in which case they are eligible for full retirement regardless of age, or;
3. The member has part-time service in 25 or more fiscal years, in which case they are eligible for a regular retirement regardless of age, or;
4. The member has at least five years of creditable service and has attained the age of 50 (early retirement).

19-20-802 (MCA) -- Early Retirement.

- (1) (a) A tier one member who is not eligible for service retirement but who has been credited with at least 5 years of creditable service and has attained the age of 50 is eligible for an early retirement allowance. (b) A tier two member who is not eligible for service retirement but who has at least 5 years of creditable service and has attained the age of 55 is eligible for an early retirement allowance.
- (2) A member retiring early under subsection (1) must have terminated employment in all positions reportable to the retirement system and must file a written application with the retirement board.
- (3) The early retirement allowance must be determined as prescribed in 19-20-804, with the exception that the allowance will be reduced using actuarially equivalent factors based on the most recent actuarial valuation of the system.

*Certified personnel who are eligible for the severance pay under Policy 6417 are not eligible for this retirement incentive

II. PLAN BENEFIT OPTIONS (SELECT ONE -- PLEASE INITIAL)

_____ 1. INSURANCE PAYMENT: Lewistown Public Schools will contribute a maximum of \$500 per month per retiree toward an insurance benefit through the District's health insurance carrier.

✓ 2. **MONTHLY CASH PAYMENT:** Lewistown Public Schools will pay a maximum of \$500.00 per month to the Retiree. This payment will be paid through payroll on the 15th of each month. All required payroll taxes will be withheld from each incentive payment.

Plan participants have the following three retirement options:

1. Retire effective the end of the 2015-2016 School Year by March 1, 2016, and receive an incentive of insurance coverage through the District or monthly cash payment as indicated above starting September 1, 2016, and ending August 31, 2019.
2. Retire effective the end of the 2016-2017 School Year by February 1, 2017, and receive an incentive of insurance coverage through the District or monthly cash payment as indicated above starting September 1, 2017, and ending August 31, 2019.
3. Retire effective the end of the 2017-2018 School Year by February 1, 2018, and receive an incentive of insurance coverage through the District or monthly cash payment as indicated above starting September 1, 2018, and ending August 31, 2019.

In the event the District receives and accepts a resignation of an employee under the terms of this document, the employee shall not have the right to revoke said resignation after acceptance by the District.

In the event of the Retiree's death, this retirement incentive will become null and void.

I agree that by signing this form I am accepting the Lewistown Public Schools proposal as indicated by my selection above and that this form serves as my formal letter of resignation effective June 30 of the respective retirement year.

Linda M. Rinaldi
NAME (PRINTED)

DATE 1/14/2018

SIGNATURE

CENTRAL OFFICE USE:

Received By

1/17/2018
Date

11:40am
Time

***Certified personnel who are eligible for the severance pay under Policy 6417 are not eligible for this retirement incentive**

**LEWISTOWN PUBLIC SCHOOLS
EARLY RETIREMENT INCENTIVE
THREE-YEAR PLAN**

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- G. Participants will be considered on a seniority basis.

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2. The member has been credited with 25 or more years of creditable service, in which case they are eligible for full retirement regardless of age, or;
3. The member has part-time service in 25 or more fiscal years, in which case they are eligible for a regular retirement regardless of age, or;
4. The member has at least five years of creditable service and has attained the age of 50 (early retirement).

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- (2) A member retiring early under subsection (1) must have terminated employment in all positions reportable to the retirement system and must file a written application with the retirement board.
- (3) The early retirement allowance must be determined as prescribed in 19-20-804, with the exception that the allowance will be reduced using actuarially equivalent factors based on the most recent actuarial valuation of the system.

*Certified personnel who are eligible for the severance pay under Policy 6417 are not eligible for this retirement incentive

Cubela

II. PLAN BENEFIT OPTIONS (SELECT ONE -- PLEASE INITIAL)
RETURN FORM

1. **INSURANCE PAYMENT:** Lewistown Public Schools will contribute a maximum of \$500 per month per retiree toward an insurance benefit through the District's health insurance carrier.
Please provide the purchaser's name and address as well as the address you would like your return shipped to:

Print

☒ 2. **MONTHLY CASH PAYMENT:** Lewistown Public Schools will pay a maximum of \$500.00 per month to the Retiree. This payment will be paid through payroll on the 15th of each month. All required payroll taxes will be withheld from each incentive payment.

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3. Retire effective the end of the 2017-2018 School Year by February 1, 2018, and receive an incentive of insurance coverage through the District or monthly cash payment as indicated above starting September 1, 2018, and ending August 31, 2019.

In the event the District receives and accepts a resignation of an employee under the terms of this document, the employee shall not have the right to revoke said resignation after acceptance by the District.

In the event of the Retiree's death, this retirement incentive will become null and void.

I agree that by signing this form I am accepting the Lewistown Public Schools proposal as indicated by my selection above and that this form serves as my formal letter of resignation effective June 30 of the respective retirement year.

Paula Drissell

NAME (PRINTED)

1-18-18

DATE

SIGNATURE

CENTRAL OFFICE USE:

Received By

Date

Time

*Certified personnel who are eligible for the severance pay under Policy 6417 are not eligible for this retirement incentive

January 22, 2018

Out of State Travel Request.

Here is the agenda for the clinic:

Out of state travel to Reno, Nevada for football clinic. The date of the clinic are March 1 – March 5, 2018. This request is for Vic Feller, Troy Hudson and Derek Lear.

We are requesting that the district give us business leave for March 1, 2 and 5. We as coaches will pick up the travel and meal cost.

Thank you,

Vic Feller

Memorandum

To: Thom Peck, Superintendent
From: Tim Majerus, Junior High School Principal
Date: February 05, 2018
Re: LJHS Wrestling

I'm making the following coaching recommendations for the 2018 Junior High Wrestling program.

Robert Wallace, LJHS Head Wrestling Coach	0.065 - \$2160.02
Mitch Ritchey, LJHS Assistant Wrestling Coach	0.050 - \$1661.55

School District #1 Mission Statement:

Excellence Today, Success Tomorrow

Core Values of the Lewistown Public Schools:

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

**LEWISTOWN PUBLIC SCHOOLS
2017-2018 SCHOOL CALENDAR**

A. Pupil Instruction

First Semester					89 Days	Second Semester					90 Days
FIRST QUARTER					DAYS	THIRD QUARTER					DAYS
First Week	Aug	24 --	Aug	25	2	First Week	Jan	22 --	Jan	26	5
Second Week	Aug	28 --	Sept	1	5	Second Week	Jan	29 --	Feb	2	5
Third Week	Sept	5 --	Sept	8	4	Third Week	Feb	5 --	Feb	9	5
Fourth Week	Sept	11 --	Sept	15	5	Fourth Week	Feb	12 --	Feb	16	5
Fifth Week	Sept	18 --	Sept	22	5	Fifth Week	Feb	19 --	Feb	22	4
Sixth Week	Sept	25 --	Sept	29	5	Sixth Week	Feb	26 --	Mar	2	5
Seventh Week	Oct	2 --	Oct	6	5	Seventh Week	Mar	5 --	Mar	9	5
Eighth Week	Oct	9 --	Oct	13	5	Eighth Week	Mar	12 --	Mar	16	5
Ninth Week	Oct	16 --	Oct	18	3	Ninth Week	Mar	19 --	Mar	23	5
Tenth Week	Oct	23 --	Oct	27	5						44
					44						
SECOND QUARTER					DAYS	FOURTH QUARTER					DAYS
First Week	Oct	30 --	Nov	1	3	First Week	Mar	26 --	Mar	29	4
Second Week	Nov	6 --	Nov	10	5	Second Week	Apr	3 --	Apr	6	4
Third Week	Nov	13 --	Nov	17	5	Third Week	Apr	9 --	Apr	13	5
Fourth Week	Nov	20 --	Nov	21	2	Fourth Week	Apr	16 --	Apr	20	5
Fifth Week	Nov	27 --	Dec	1	5	Fifth Week	Apr	23 --	Apr	27	5
Sixth Week	Dec	4 --	Dec	8	5	Sixth Week	Apr	30 --	May	4	5
Seventh Week	Dec	11 --	Dec	15	5	Seventh Week	May	7 --	May	11	5
Eighth Week	Dec	18 --	Dec	20	3	Eighth Week	May	14 --	May	18	5
Ninth Week	Jan	3 --	Jan	5	3	Ninth Week	May	21 --	May	25	5
Tenth Week	Jan	8 --	Jan	12	5	Tenth Week	May	29 --	May	31	3
Eleventh Week	Jan	16 --	Jan	19	4						46
					45						

Totals

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

August 22-23	PIR	2.00
October 19-20	Staff Development Days - Teachers Convention	2.00
November 1-2	Parent Teacher Conferences (Evening on Nov 1, All Day on Nov 2)	1.50
January 15	PIR	1.00
March 27	Parent Teacher Conferences - Evening <u>ONLY</u> (Regular Day for Students)	0.50
Floater	PIR	1.00
		8.00

Holidays / Vacations (Dates Inclusive)

C.

September 4	Labor Day
October 19-20	Fall Vacation (Teachers - Convention)
November 2	Parent Teacher Conferences (Vacation Day for Students)
November 3	Vacation Day
November 22-24	Thanksgiving Vacation
December 21-January 2	Winter Break
January 15	PIR (Vacation day for Students)
February 23	Vacation Day
March 30-April 2	Spring Break
May 28	Memorial Day

