

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 7th Avenue South
Lewistown, Montana 59457

MONDAY, August 8, 2022

REGULAR BOARD MEETING

PAGE 1

Meeting ID

meet.google.com/ccw-gomy-dip

Phone Numbers

[\(US\)+1 605-743-0395](tel:+16057430395)

PIN: 421 669 826#

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

1. Roll Call
2. Pledge of Allegiance
3. Motion to Set Agenda
4. Discussion – Bond Progress
5. Report—Committees of the Board
6. Calendar Items, Concerns, Correspondence, Etc.
7. Report—Investment
8. Report—Superintendent

PUBLIC PARTICIPATION

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

ACTION ITEMS

MINUTES

10. Minutes of the July 11, 2022, Regular Board Meeting

APPROVAL OF CLAIMS

11. Claims

INDIVIDUAL ITEMS

12. Approve Lewistown Public Schools 2021-2022 Annual Reports
13. Approve Fergus High School 2022-2023 Student Handbook
14. Approve Contract with Sletten Construction Company
15. Approve Bids for Guaranteed Maximum Price for Phase One Classroom Construction at Lewis and Clark Elementary School.
16. Approve Memorandum of Understanding to Allow Parking for Student Pickup and Drop off at the Church of Latter Day Saints and The Church of the Nazarene.
17. Approve Second Reading 2022-2027 School Board of Trustees Strategic Goals and Objectives
18. Approve Extension of Roy Bus Route into the Lewistown School District

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

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215 7th Avenue South
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MONDAY, August 8, 2022

REGULAR BOARD MEETING
PAGE 2

19. Approve IDEA Part B Federal Flow-Through Application to CMLRCC for Special Education Expenses
20. Approve Buy Sell Agreement with Christine Jenni
21. Approve Out-Of-District Student Attendance Agreement Request for Placement outside/inside of Lewistown Public Schools
22. Approve Personnel Report

ADJOURNMENT

***A hard copy of the complete Agenda is available at the LPS Central Office
or on the Lewistown Public Schools Website:***

<http://www.lewistown.k12.mt.us/content/266>

PUBLIC PARTICIPATION

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

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

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

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

4

ITEM TITLE: DISCUSSION – BOND PROGRESS

Requested By: Board of Trustees Prepared By: Thom Peck

SUMMARY:

The Board of Trustees will discuss the progress of the Elementary Bond.

SUGGESTED ACTION: Informational

☐ Additional Information Attached

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

5

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 2022-2023 School Year.

The Policy Committee met on July 22 at 8:00 a.m.

The Building and Grounds Committee met on July 29 at 8:00 a.m. to approve Phase I Lewis & Clark Classroom addition Bid Proposals and approve the Steel Inspection Contract

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:

STANDING COMMITTEES OF THE BOARD

2022-2023 School Year

Committee	Number on Comm.	CJ Bailey	Whitney Brady	Kris Birdwell	Zane Fulbright	Doreen Heintz	Phil Koterba	Jeff Southworth
Building & Grounds	3	X					X	X
Insurance Risk Committee	2		X		X			

OTHER COMMITTEES WITH BOARD REPRESENTATION

2022-2023 School Year

Committee	Number on Comm.	CJ Bailey	Whitney Brady	Kris Birdwell	Zane Fulbright	Doreen Heintz	Phil Koterba	Jeff Southworth
Activities	3			X		X		X
Curriculum Committees:								
No Curriculum Committee meetings will take place in 2022-23								
Health Insurance Program	2			X				X
School Calendar	1				X			
Vocational Advisory Council	1		X					
Gaining	3		X	X	X			
Policy Review	3	X				X	X	
Assessment	2			X		X		
Classified Salary/Benefit Review	2	X						X

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

6

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.

--New Teacher Orientation – August 22, beginning at 8:00 a.m.

--All Staff PIR – August 29th beginning at 8:15 a.m. in the FCPA – School Board Pictures at 10:30 a.m.

--All Family BBQ Lunch @ Fergus High School Cafeteria – August 30th from 11:30 – 1 pm

--Teacher Education CTE Pathway – Spring of 2023

--MHSA Confirmation Letter on Fergus and Winnett/Grass Range Football Coop

SUGGESTED ACTION:

☐ **Additional Information Attached**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

7

ITEM TITLE: REPORT—INVESTMENT

Requested By: Superintendent Prepared By: Rebekah Rhoades

SUMMARY:

Interest earned for July 2022 was not available at the time of this posting

STIP Elementary Bond Interest for June 2022 was \$22,610.80.

SUGGESTED ACTION: Informational

☒ **Additional Information Attached**

NOTES:



22/11/22
OK

Account Name: FERGUS COUNTY
Account Number: CS FERGUS97

Portfolio Summary as of 06/30/2022				Current Month	Fiscal Year To Date		
Account Name: FERGUS COUNTY		Beginning Value		\$23,724,491.70	\$0.00		
Account Number: CS FERGUS97		Buys		\$0.00	\$23,736,400.31		
		Sells		(\$258,141.65)	(\$301,316.65)		
		Earnings Reinvestment		\$22,610.80	\$53,877.19		
		Ending Value		\$23,488,960.85	\$23,488,960.85		
		Earnings Distributed		\$0.00	\$0.00		
Portfolio Details		Beginning Value	Buys	(Sells)	Earnings Reinvestment	Earnings Distributed	Ending Value
SHORT TERM INVESTMENT POOL - MU36							
Current Month		23,724,491.70	0.00	(258,141.65)	22,610.80	0.00	23,488,960.85

Totals	23,724,491.70	0.00	(258,141.65)	22,610.80	0.00	23,488,960.85
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The STIP average yield for June 2022 was 1.1667898%

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana
BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

8

ITEM TITLE: REPORT—SUPERINTENDENT

Requested By: Superintendent **Prepared By:** Thom Peck

SUMMARY:

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

- ❖ Staffing
- ❖ School Radio Partnership with Lewistown Fire and Police for Fergus High
- ❖ Preliminary Enrollment
- ❖ Return to School Plan
- ❖ Guest Teacher Orientation with Principals – August 29th, 10 a.m.
- ❖ Recent Conferences and Training – SAM Administrator Institute & Matt Lewis attending Jeremy Bullock School Safety Summit in Butte, August 9-10
- ❖ **Back-to-School Schedule—**
 - Tuesday, August 9, 2022 – Fall Sports Parent Meeting, 7 pm @ FCPA
 - Thursday, August 11, 2022 – FHS Golf Begins
 - Friday, August 12, 2022 – FHS Fall Sports Begins XC, FB, VB, and CH)
 - Monday, August 22, 2022 – New Teacher & Mentor Orientation
 - Monday, August 29, 2022
 - 8:15 a.m. – All Staff Orientation
 - 10:00 a.m. – **Board & Staff School Pictures**
 - Substitute Discussion/Orientation
 - School Building and Department Meetings/Orientation
 - Tuesday, August 24, 2021—Classroom and School Buildings/Department Meetings
 - 11:30 a.m. – 1 p.m. - All Staff & Family BBQ – FHS Cafeteria
 - Wednesday, August 25, 2021
 - First Day of School for 5th-12th Grade Students**
- ❖ Ministerial Breakfast—Wednesday, September 7, 2022—9:00 a.m.
- ❖ MCEL—October 19-21 2022 @ Missoula Please let Thom know your plans by Tuesday, September 6, 2022 so we can get Motel Rooms and Registration

SUGGESTED ACTION: Informational

☐ **Additional Information Attached**

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana
BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

9

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

08/08/2022

Agenda Item No.

10

ITEM TITLE: MINUTES

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

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the July 11, 2022, 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						
Brady						
Heintz						
Fulbright						

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM and via Google Meet

215 7th Avenue South
Lewistown, Montana 59457

MONDAY, July 11, 2022

REGULAR BOARD MEETING

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

1. ROLL CALL

TRUSTEES PRESENT:

Whitney Brady, Zane Fulbright, Doreen Heintz, Jeff Southworth, Phil Koterba

TRUSTEES ABSENT:

Kris Birdwell, CJ Bailey

STAFF PRESENT:

Business Manager/District Clerk Rebekah Rhoades

OTHERS PRESENT:

Heidi Weber—KXLO Radio, John Carlson and other interested parties both in person and via Google Meet.

2. PLEDGE OF ALLEGIANCE

The group recited the Pledge of Allegiance.

3. MOTION TO SET THE AGENDA – Approved Unanimously (Fulbright/Southworth)

4. DISCUSSION—2021-2022 ANNUAL REPORT

The Lewistown Public Schools 2021-2022 Annual Report was presented to the Board of Trustees to review. This report will be placed on the next agenda as an action item for approval.

5. REPORT—COMMITTEES OF THE BOARD

There were no committee meetings.

6. CALENDAR ITEMS, CONCERNS, CORRESPONDENCE, ETC.

Mr. Peck provided the following to the Board on paper:

- OPI Letter – Achieving Educational Excellence through Local Control
- OPI proposed changes to Superintendents and Principals

7. REPORT—INVESTMENT

Interest earned and distributed for June 2022 was \$2,938.29 in Elementary and \$2,436.59 in the High School. May STIP interest for the Bond was \$16,725.14.

8. REPORT—END OF YEAR TRANSFERS AND RECAP

Rebekah Rhoades, Business Manager/District Clerk, updated the Board on the various end of year transfers for the 2021-2022 School Year and the amount of reserves.

9. REPORT—SUPERINTENDENT

Thom Peck, Superintendent, provided a written update to the Board prior to the meeting that addressed all items listed in the agenda.

PUBLIC PARTICIPATION

10. RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS THE BOARD ON NON-AGENDA ITEMS

There was no public participation.

ACTION ITEMS

MINUTES

11. MINUTES OF THE JUNE 13, 2022, REGULAR BOARD MEETING
– approved unanimously (Koterba/Brady).

APPROVAL OF CLAIMS

12. CLAIMS – the claims referenced in the 2021-2022 Bill Schedule and submitted through June 30, 2022, were approved unanimously (Brady/Southworth). The Finance Committee for July-September 2022 will be Board Chair Doreen Heintz, CJ Bailey, Whitney Brady, and Kris Birdwell.

INDIVIDUAL ITEMS

13. APPROVE CHANGES FOR THE 2022-2023 SCHOOL HANDBOOKS – approved unanimously (Southworth/Koterba)
Discussion ensued and the Board determined that the new Principal should be involved in this process. It was requested to send the old handbook & new handbook to Chris Guglielmo and Paul Bartos for review and to report at the next meeting.

MOTION TO POSTPONE VOTE ON THE CHANGES TO THE FHS HANDBOOK - approved (Brady/Fulbright) yes – Southworth, Heintz, Brady, Fulbright; no - Koterba

14. APPROVE JR. HIGH SCHOOL ROOFING CONTRACT WITH SUMMIT ROOFING – approved unanimously (Fulbright/Southworth)
15. APPROVE MULTIDISTRICT AGREEMENT BETWEEN LEWISTOWN ELEMENTARY SCHOOLS AND FERGUS HIGH SCHOOL – approved unanimously (Fulbright/Southworth)
16. APPROVE NOTICE OF RESOLUTION OF INTENT TO SELL/DISPOSE OF SURPLUS PROPERTY – (Fulbright/Brady)

MOVE TO AMEND THE MOTION TO APPROVE THE NOTICE OF RESOLUTION OF INTENT TO SELL/DISPOSE OF SURPLUS PROPERTY WITH AMENDMENTS AS PRESENTED AT THE MEETING - SEE Exhibit A - approved unanimously (Fulbright/Southworth)

17. APPROVE FIRST READING 2022-2027 SCHOOL BOARD OF TRUSTEES STRATEGIC GOALS AND OBJECTIVES – approved (Southworth/Koterba) yes – Southworth, Koterba, Heintz, Brady; no - Fulbright
The Policy Committee will meet to discuss these objectives.
18. MOVE TO ALLOW BOARD CHAIR, DOREEN HEINTZ TO COMPLETED THE 2022 MTSBA MEMBERSHIP ELECTRONIC BALLOT – approved unanimously (Fulbright/Southworth)
19. APPROVE ADDITIONS TO THE SUBSTITUTE LIST FOR THE 2022-2023 SCHOOL YEAR – approved unanimously (Southworth/Koterba).
20. APPROVE PERSONNEL REPORT – approved unanimously (Southworth/Koterba).

ADJOURNMENT

The meeting was adjourned at 7:45 p.m. The next regular meeting will be held at 6:00 p.m. on Monday, August 8, 2022, at the Lincoln Board Room.

DOREEN HEINTZ
BOARD CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

NOTICE OF RESOLUTION OF INTENT TO SELL/DISPOSE OF SURPLUS PROPERTY

WHEREAS, certain real property owned by School District Number One and High School District Number One, Fergus County, Montana, has been determined by the Board of Trustees of said School Districts to be abandoned, undesirable, and unsuitable for the school purposes of the District, being described as follows:

A tract of land located in the S1/2 of Section 28, Township 16 North, Range 19 East, M.P.M., Fergus County, Montana, more particularly described as follows:

Commencing at the center of Section Twenty-eight (28), in Township Sixteen (16), Range Nineteen (19) East, Montana Meridian, for the place of beginning; run thence due East eighty feet to a point; thence due South two hundred ninety-five feet to a point; thence due West two hundred ninety-five feet to a point; thence due North two hundred ninety-five feet to a point; thence due East two hundred ninety-five feet to the place of beginning. Said tract so bounded and described to be used for school purposes in maintaining a school thereon. Deed Reference: Book 88, page 304

WHEREAS, an arrangement will be made to sell said property to Christine Jenni, the owner of the surrounding property, for the amount of \$3,000, plus reimbursement for costs incurred by the District in the sale process, to include but not limited to closing costs, title insurance premiums, publication costs and legal fees.;

THEREFORE BE IT RESOLVED that the Trustees of said School Districts authorize the sale and disposal of the attached listed property.

BE IT FURTHER RESOLVED that this resolution will become effective 14 days after publication of the notice as required by 20-6-604, MCA.

DONE at Lewistown, Montana, this 11th day of July 2022.

**CHAIR
BOARD OF TRUSTEES
SCHOOL DISTRICT NUMBER ONE
HIGH SCHOOL DISTRICT NUMBER ONE**

ATTEST:

**REBEKAH RHOADES
BUSINESS MANAGER/CLERK
SCHOOL DISTRICT NUMBER ONE
HIGH SCHOOL DISTRICT NUMBER ONE**

To be published in the News Argus on July 13, 2022

P.O. #

CONTACT INFORMATION

For general questions, please contact Superintendent Thom Peck at 535-8777.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

11

ITEM TITLE: CLAIMS

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

SUMMARY:

Approve claims paid through August 5, 2022, as approved by the Finance Committee.

Members of the Finance Committee for July-September 2022 include: Board Chair, Doreen Heintz, CJ Bailey, Whitney Brady and Kris Birdwell.

SUGGESTED ACTION: Approve Claims as Presented

☐ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

12

ITEM TITLE: APPROVE LEWISTOWN PUBLIC SCHOOLS 2021-2022 ANNUAL REPORT ELECTION

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

SUMMARY:

The Board of Trustees needs to approve the Lewistown Public Schools Annual Report as presented at the July 11, 2022 Regular Board Meeting.

SUGGESTED ACTION: Approve Lewistown Public Schools 2021-2022 Annual Report

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

Lewistown Public Schools



2021-2022 Annual Report

ANNUAL REPORT

In following Board Policy, staff members will again be required to compile a brief report on their area of responsibility for an annual school report. Reports will include an overall summary along with concerns and areas to be improved. This information will provide the Board with relevant data about the status of the District. Hopefully this will again prove to be useful and lend to an enhanced report in the future.

REPORT / ASSIGNMENT

Garfield Elementary School	Matt Lewis
Highland Park Elementary School	Matt Ventresca
Lewis & Clark Elementary School	Danny Wirtzberger
Lewistown Junior High School	Jeff Friesen
Fergus High School	Tim Majerus
Activities - Fergus High School	Paul Bartos
Assessment	Thom Peck
Business Office	Rebekah Rhoades
Curriculum	Thom Peck
Maintenance	Jason Fry
School Food Service	Amie Friesen
Special Education	Chelsey Rogers
Technology	Scott Baldwin
Title I	Thom Peck
Transportation	Rob Odermann

**GARFIELD
ELEMENTARY
SCHOOL**

Matt Lewis



Garfield Elementary School

415 East Boulevard Street

Lewistown, Montana 59457

Phone: (406)535-2366 • Fax: (406)535-2367



Matthew Lewis, Principal

Lanna Schoenfelder, Secretary

Garfield Elementary Annual Report 2021-2022

Goal Area 1: Measurable Student Achievement

Multi-Tiered Systems of Support (MTSS)

This year the team consisted of Marne Dohrmann, Maria Henderson, Emily Louis, Rachael Swimley, Pam Roberts, Jack Baldwin, Shalon Wilson, Leah Strouf, Audrey Boling, and myself. Miss Henderson and Miss Swimley co-chaired this committee and need to be commended for their leadership.

The use of our "Tier Tracker," which is an excel spread sheet that allows us to track all student data and interventions, essentially going paperless. This information was used by all of the staff at some point during the school year. The MTSS team used this information for student placement into intervention groups along with teacher input. It was very useful in streamlining our data collection and it acted as a fidelity check for all staff members. This process also allows us to transfer student data to Highland Park very easily.

We continued to use the Dibels 8th addition Reading Assessment. At the Kindergarten and 1st grade level this assessment measures, non-sense word fluency, word segmentation, letter sound recognition, letter identification, sight words and a fluency assessment at the end of 1st grade. As we began the school year our benchmark scores were a little trouble some with a large portion of our students falling into the intensive academic category. It seemed to be a really eye opener for our staff and as I will show later in this report a challenge they accepted and made some great gains as a whole.

This year we also implemented our ABC club and backwards ABC club to challenge student to know there ABCs. While this seems like a given, they would know them, we were shocked to see at the end of the 1st semester only 60% of our students could say the ABCs. The students definitely rose to the challenge because at the end of the year we had 92% of the students reciting it with no assistance at all. In the end, we also had 30+ students who could recite the ABCs backwards. A big shout out to Mrs. Bateman's class who had every student in the backwards club!!

"Watch Us SOAR!"

Curriculum

This year with the help of our MTSS data team, we had a chance to sit down with each staff member and review their Dibels data and make some comparisons. This process was very powerful because it highlighted strengths and areas of improvement needed in the classroom. I can't wait to do this again next year to see the effect on our instructional practices.

We will continue to emphasize the importance of students practicing phonemic awareness skills to ensure we build the foundation for fluent readers. We are using the Haggerty Phonemic Awareness program to assist with this focus. This program focuses on 8 phonemic awareness skills: Rhyming, Onset Fluency, Blending, Isolating final or medial phonemes, segmenting, adding phonemes, deleting phonemes, and substituting phonemes.

The English/Language Arts team met this year to look at adopting new materials for our schools. The K-6 team decided to go with a McGraw Hill program called "Wonders." The team had opportunities to look at several different sets of materials but felt this program had good foundational skills along with integrated writing into the spelling component. Our initial staff development day will be on June 8th. The Math curriculum team also meet to look at new materials. The K-3 team decided to go with a program called Bridges and initial professional development will happen in August. Adopting new materials can be a challenge and both were definitely needed.

Interventions

This year we continued our skill based school wide interventions for our Kindergarten and 1st grade students. The classroom teachers, Mrs. Boling, and our paras were able to create targeted, skill specific intervention groups this year. Mrs. Boling use a comprehensive reading and math skills assessment to identify the need along with the classroom teachers' observation and classroom based assessments. This allowed us to really focus on the phonemic awareness and phonics skill students were lacking and are the foundations of reading. Along with identifying number sense skills that are needed to ensure a solid math foundation. These targeted interventions were relatively short in duration and allowed the students to stay in the classroom for the core reading instruction. It also allowed us to service far more students which over time will begin to show in our future reading and math scores

KinderSteps

This was the 3rd year for our KinderSteps program. This program was designed to assist students who are age eligible but not quite ready for school on a social/emotional and academic level. This year we had 13 students enrolled in the class, which was a lot of fun to watch.

While much of the social/emotional data is more anecdotal in nature the growth shown by the students was quite noticeable. Those on the move teachable moment allowed Ms. Dohrmann and Miss Sandy to work on social interactions, such as, sharing, peer assistance, manners, how to ask for something, how to apologize, and taking responsibility. Ms. Dohrmann did a wonderful job with the academic side of things as well. The focus on number sense and getting kids to have a firm grasp of that is fundamental to later success in math. In reading, they worked on understanding parts of story, sequencing of a story, pre-writing and writing skills and long with phonics and phonemic awareness skills.

"Watch Us SOAR!"

Dibels 8th Edition Benchmark Assessments

We used Reading Benchmark Assessment to identify Intensive, Strategic and Core students in Early Reading concepts. Below are a list of the benchmark assessments.

Kindergarten Early Reading Benchmarks

	Beginning	Middle	End
Letter Naming Fluency (LNF)	Goal: 25	Goal: 37	Goal: 42
Students Tested	107	112	110
Mean (Standard Deviation)	13.9 (10.9)	33.5 (16.1)	45 (15.8)
	16% Core	38% Core	56% Core
	23% Strategic	19% Strategic	21% Strategic
	61% Intensive	43% Intensive	23% Intensive
Phoneme Segmentation (PSF)	Goal: 5	Goal: 29	Goal: 44
Students Tested	107	112	110
Mean (Standard Deviation)	8 (11.3)	30.6 (17.7)	41.4 (16)
	19% Core [^]	28% Core [^]	24% Core [^]
	26% Core	36% Core	25% Core
	5% Strategic	6% Strategic	24% Strategic
	50% Intensive	30% Intensive	27% Intensive
Non-Sense Word Fluency (NWF-CLS)	Goal: 9	Goal: 25	Goal: 31
Students Tested	55	112	110
Mean (Standard Deviation)	9 (17.9)	22.3 (19.3)	36.5 (21.8)
	11% Core [^]	15% Core [^]	21% Core [^]
	24% Core	20% Core	41% Core
	11% Strategic	31% Strategic	15% Strategic
	55% Intensive	34% Intensive	23% Intensive
Non-Sense Word Fluency (NWF-WRC)	Goal: 1	Goal: 3	Goal: 7
Students Tested	55	112	110
Mean (Standard Deviation)	1.9 (5.7)	3.5 (6.2)	8.5 (8.1)
		9% Core [^]	24% Core [^]
		33% Core	32% Core
		16% Strategic	15% Strategic
		44% Intensive	30% Intensive
Word Reading Fluency (WRF)	Goal: 1	Goal: 4	Goal: 10
Students Tested	50	112	110
Mean (Standard Deviation)	2.5 (6.9)	5.2 (8.2)	10.7 (10.7)
		15% Core [^]	15% Core [^]
		28% Core	34% Core
		28% Strategic	18% Strategic
		29% Intensive	34% Intensive
Composite	Goal: 306	Goal: 371	Goal: 420
Students Tested	104	112	110
Mean (Standard Deviation)	281.4 (37.1)	368.4 (31.4)	428.3 (34.8)
	8% Core [^]	16% Core [^]	20% Core [^]
	13% Core	23% Core	39% Core
	21% Strategic	29% Strategic	19% Strategic
	59% Intensive	32% Intensive	22% Intensive

“Watch Us SOAR!”

Frist Grade Early Reading Benchmarks

Measure	Beginning	Middle	End
LNF – Letter naming Fluency	Goal: 42	Goal: 57	Goal: 59
Students tested	82	82	82
Mean	37.6 (16)	55 (15.5)	63.8 (14)
	37% Core	43% Core	65% Core
	29% Strategic	21% Strategic	17% Strategic
	34% Intensive	37% Intensive	18% Intensive
PSF – Phoneme Segmentation	Goal: 31	Goal: 43	Goal: 45
Students Tested	82	82	82
Mean	32.3 (16.2)	45.1 (12.3)	51.5 (12.8)
	15% Core	17% Core	22% Core
	51% Core	48% Core	52% Core
	15% Strategic	20% Strategic	17% Strategic
	20% Intensive	16% Intensive	9% Intensive
NWF – Nonsense Word Fluency-CLS	Goal: 30	Goal: 52	Goal: 55
Students Tested	82	82	82
Mean	32.5 (26.3)	51.3 (29.9)	75.9 (40.9)
	16% Core	13% Core	27% Core
	22% Core	22% Core	40% Core
	16% Strategic	26% Strategic	22% Strategic
	46% intensive	39% Intensive	11% Intensive
NWF – Nonsense Word Fluency - WRC	Goal: 5	Goal: 14	Goal: 15
Students Tested	82	82	82
Mean	7.1 (8.5)	12.6 (10.2)	22 (13.5)
	13% Core	11% Core	26% Core
	34% Core	27% Core	37% Core
	28% Strategic	20% Strategic	29% Strategic
	24% Intensive	43% Intensive	9% Intensive
WRF – Word Reading Fluency	Goal: 12	Goal: 17	Goal: 25
Students Tested	82	82	82
Mean	12 (14.8)	20.8 (17.5)	31.9 (22)
	16% Core	17% Core	18% Core
	22% Core	32% Core	26% Core
	12% Strategic	16% Strategic	30% Strategic
	50% intensive	35% intensive	26% Intensive
ORF – Oral Reading Fluency	Goal: 10	Goal: 21	Goal:39
Students Tested	76	82	82
Mean	15.5 (28.2)	26.9 (33)	53 (39)
	14% Core	16% Core	24% Core
	21% Core	22% Core	23% Core
	13% Strategic	22% Strategic	26% Strategic
	51% Intensive	40% Intensive	27% Intensive

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Measure	Beginning	Middle	End
ORF – Oral Reading Fluency - Accuracy	Goal: 67	Goal: 87	Goal: 91
Students Tested	76	82	82
Mean	39.9 (37.4)	63.1 (28.9)	86.9 (15)
	36% Core	63.1% Core	86.9% Core
	8% Strategic	34% Strategic	24% Strategic
	57% Intensive	37% Intensive	28% Intensive
Composite	Goal: 330	Goal: 389	Goal: 441
Students Tested	82	82	82
Mean	332.4 (28.8)	392.2 (33.8)	460 (42.3)
	15% Core^	16% Core^	27% Core^
	20% Core	21% Core	24% Core
	28% Strategic	26% Strategic	35% Strategic
	38% Intensive	38% Intensive	13% Intensive

In reviewing our scores this year there are some very nice gains across both grade levels. As shown above the beginning of the year scores were not good at all. The staff did a great job of focusing on those core phonemic awareness reading skills to improve scores across the board. While we did see good growth, it highlighted the need to be more diligent in how we are preparing our young readers. The key component is an even more concerted effort to ensure the core phonemic awareness skills are taught with fidelity.

As mentioned before we have four teachers pilot the eSpark math and reading assessment program. This will be an additional data point for our school in the upcoming school year. The program is standards based and is age appropriate for our beginning learners. This program also correlates with the MAP program being used in 2-8th grade so we will now have an additional tool to measure our Kindergarten and 1st grade students in reading and math.

Goal Area 2: Facilities

Utilizing space at Garfield is never a problem. We have done our best to ensure students have appropriate learning spaces. Unfortunately we do have several intervention groups and resource groups happening in one classroom. At times there are 5 different instructional groups happening at one time. This equates to just about 20 students working in different skill groups at one time.

One big concern at Garfield is our leaky roof. We have a big hole in our office ceiling where ceiling tiles have fallen down because of water damage. Our maintenance crew does a great job trying to stay ahead of the problems but it seems as though we may have reached a tipping point. In addition, we have several classrooms where water is leaking down the seam of the walls.

Mr. Clark has been a great addition to our building. He has done a great job keeping the building clean and ready to go. He works amazingly well with the other staff members and has great interactions with our students. It has been very refreshing to have him in the building.

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Goal Area 3: Community/Parent Engagement

Community and parent engagement has been a challenge this year. The restrictions we have in place has limited the number of people we have had in our building this year. The Garfield staff did reach out to parent through Google meets, social media and class dojo to accomplish some form of engagement.

This is the fourth year we began our year with “meet and greets” spending the first three days with parents and students talking about what the year will hold for everyone. This has proven to be a great way to get the parents in to the building at the beginning of the year. Our meetings were Wednesday, from 12pm to 6pm, Thursday and Friday from 8am to 4pm. Our staff has felt these meetings are very beneficial not only for the families but for our students as well. It is a great way to get families into the building and help make student comfortable as we begin the school year.

We were able to invite families and our community members to the high school for our Kindergarten and 1st grade music programs. Our music programs put on by Ms. Wright were well done. She has done a good job engaging kids and getting them to enjoy music.

Goal Area 4: Technology

Technology is always a challenge with kindergarten and 1st grade students. While during the majority of the year we use our tech tool in the classroom in what we considered a normal manner, teachers did utilize some of the things they learned from last year’s closure to enhance our instructional delivery. We had four staff members pilot an online assessment tool called eSpark. This program is a standards based program that measure students reading and math skills and knowledge. Students found the program engaging and it gave teacher some great data regarding mastery of standards. We will be using the program school-wide in the upcoming school year.

We were also able to add two Chrome Book carts to our school this year. It has been a very nice addition being able to get our students online and utilizing technology for our classrooms.

Goal Area 5: High Qualified Staff

This has been another great year with staff members. As a whole both the kindergarten and 1st grade teams began to really work together and move our school in a very positive direction. This year teachers were paired with one another to help improve our overall communication and learning opportunities. Our goal is to give staff members a chance to see what the other grade level is doing. Our hope is to build on each other’s expertise and build more rapport within our staff. This work in an okay fashion this year and I hope we can expand on the little success we had this year, moving into next year.

One big success we had this year was with our floating PIR evenings. The Garfield staff partnered with the Lewis and Clark staff for some staff development. We focused on reading and math interventions during our evening work. This was very productive time and gave everyone a chance to see how things are done at a different grade level. Teams worked together to identify meaningful interventions and share their experience and expertise with the

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group. Along with some great learning we also had some fun with a cornhole tournament at the end of the night. A little friendly competition made for a great night!!

Having the opportunity to observe and evaluate a large number of staff this year was challenging and rewarding at the same time. I was able to see all of the wonderful things our teachers are doing. This year I evaluated 5 non-tenure teachers and 5 tenured teachers. During our goals meeting we were able to sit down with each individual and get a sense of what they would like me to look for during my observations. This allowed for a more focused observation on the things the teacher felt they needed to work on.

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**HIGHLAND
PARK
ELEMENTARY
SCHOOL**

Matt Ventresca



Highland Park Elementary School

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Matthew Ventresca, Principal

Jenni Bristol, Secretary

2021-2022 HIGHLAND PARK ELEMENTARY ANNUAL REPORT

EXCELLENCE TODAY, SUCCESS TOMORROW!!!

Enrollment:

The following table represents the ending enrollment numbers for 2nd, 3rd & 4th Grade at Highland Park for the 2021-2022 school year. It also shows a continuum of enrollment numbers for prior years of Highland Park since we moved Highland Park to 2nd-4th grade.

Highland Park Elementary	2021-22 HP	2020-21 HP	2019-20 HP	2018-19 HP	2017-18 HP	2016-17 *HP Move*
2 nd Grade	97	97	104	103	98	91
3 rd Grade	94	107	99	94	98	97
4 th Grade	111	93	100	94	99	92
Total	302	297	303	291	295	280
Change (+ / -)	+5	-6	+12	-4	+15	N/A due to move

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Attendance:

Highland Park's average daily attendance for the 2021-2022 school year was 92.17%. This is a 1.81% decrease from last years' attendance rate of 93.98%. This is our most significant decrease of attendance.

With the Covid-19 quarantines and increased attention to health/sick protocols over the past two years, I believe this is why HP is having a downward trend in attendance. With all that factored in, an attendance rate of over 92% is still good!

Highland Park Elementary	2021-22 HP	2020-21 HP	2019-20 HP	2018-19 HP	2017-18 HP	2016-17 *HP Move*
Student Count	302	297	303	291	295	280
Membership Days	50496	50630	51,226	50,515	49,972	47,433
Absent Days	3953	3045	2,272	2,627	2,528	2,358.51
Average Daily Membership (ADM)	286.90	282.84	291.06	282.19	279.18	264.99
Average Daily Attendance (ADA)	264.44	265.77	278.05	267.48	264.95	251.75
Attendance Rate (%)	92.17%	93.98%	95.56%	94.80%	94.94%	95.03%
Change (+ or -)	-1.81%	-1.58%	+ .76%	-.14%	-.09%	+ .26%

Goal Area 1: Measurable Student Achievement

Strategic Objectives 1, 2, and 4:

Multi-Tiered Systems of Support (MTSS)

MTSS is an organized, data-driven system of interventions, strategies, and supports that positively impact school-wide and individualized academics and behavior. Lewistown Public Schools chose to apply to be a part of OPI's Districtwide MTSS district. Only five districts were chosen for this grant and Lewistown Public Schools was one of them.

At Highland Park Elementary, MTSS combines Response to Intervention (RtI) and the Montana Behavioral Initiative (MBI) to increase student success. We use an integrated, multi-tiered system of instruction, assessment and intervention designed to meet the achievement and behavioral needs of **ALL** students.

Using the most current best practices, Highland Park Elementary's MTSS team is trained to positively impact academics and behavior at three key tiers: Tier 1 (whole school); Tier 2 (individual child or group of at-risk children); and Tier 3 (children with complex needs and behaviors that severely impact the child, school and/or community functioning). The MTSS team representatives are at least two members of each grade level, all Special Education teachers, Title I teacher, School Counselor, School Psychologist, and the principal.

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What is MTSS Made Of?

Response to Intervention (RtI)

RtI is the practice of (1) providing high-quality instruction/intervention matched to student needs and (2) using learning rate over time and level of performance to (3) make important educational decisions (Batsche, et al., 2005).

At Highland Park Elementary, we problem solve with the student's teacher and the MTSS Team to choose the proper Tier placement and develop the most effective instruction/interventions to help each student be as successful as possible.

Montana Behavioral Initiative (MBI)

MBI is a framework for establishing a learning environment that supports social, emotional, and behavioral success for all students.

At Highland Park Elementary, we believe students should be taught all the skills necessary for success academically, socially, emotionally, and behaviorally. We believe schools are places where students should learn and practice positive social behaviors. Ultimately, a caring school climate and positive relationships between students and staff are critical to student success and provide an environment where behavior and academics can flourish.

Student Achievement Data

NWEA MAP Testing

Measure of Adequate Progress (MAP) testing was continued for all students in both 3rd and 4th grade. This year, 2nd grade begin this test as well. MAP was used as a benchmark three times during the year (Fall, Winter, Spring) in Reading and Math. The data from these tests help monitor progress of our students; is used to drive instruction; and is used as a predictor of possible achievement on the state tests. The testing also has become an opportunity for students to challenge themselves to make improvements from the fall, winter, and spring benchmarks.

2nd Grade Spring MAP Reading 2-5 Common Core 2010 V2

2nd Spring MAP Reading	Benchmark	Strategic	Intensive	Mean RIT Score
2021-2022 **1st year using this assessment for 2nd**	83% 72 students	13% 11 students	5% 4 students	191.8

2nd MAP Reading 2-5 Common Core 2010 V2 uses the RIT (Rasch Unit) scale to create a grade-independent RIT score, which indicates the level of question difficulty a given student is capable of answering correctly about 50% of the time. RIT scores help educators understand every student's current achievement level based on their

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zone of proximal development. In order for a student to be considered benchmark for MAP reading they must have a RIT score of **185** or higher by the end of 2nd grade.

3rd Grade Spring MAP Reading 2-5 Common Core 2010 V2

3rd Spring MAP Reading	Benchmark	Strategic	Intensive	Mean RIT Score
2021-2022	80% 72 students	16% 14 students	3% 3 students	204.2
2020-2021	81% 79 students	14% 14 students	5% 5 students	202.3
2019-2020 Winter score used due to Closures	89% 80 Students	11% 10 students	0% 0 students	202.5
2018-2019	76% 69 students	12% 11 students	12% 11 students	203.3
~~2017-2018~~	78% 71 students	15% 14 students	7% 6 students	202.9
2016-2017	76% 68 students	15% 13 students	9% 8 students	202.1
2015-2016	85% 71 students	5% 4 students	10% 8 students	
2014-2015	83% 78 students	9% 8 students	9% 8 students	
2013-2014	84% 68 students	10% 8 students	6% 5 students	

3rd MAP Reading 2-5 Common Core 2010 V2 uses the RIT (Rasch Unit) scale to create a grade-independent RIT score, which indicates the level of question difficulty a given student is capable of answering correctly about 50% of the time. RIT scores help educators understand every student's current achievement level based on their zone of proximal development. In order for a student to be considered benchmark for MAP reading they must have a RIT score of **197** or higher by the end of 3rd grade.

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4th Grade Spring MAP Reading 2-5 Common Core 2010 V2

4th Spring MAP Reading	Benchmark	Strategic	Intensive	Mean RIT Score
2021-2022	79% 86 students	10% 11 students	11% 12 students	209
2020-2021	78% 66 students	12% 10 students	11% 9 students	209.5
2019-2020 Winter score used due to Closures	70% 69 students	23% 23 students	6% 6 students	206.6
2018-2019	80% 70 students	11% 10 students	8% 7 students	209.8
2017-2018	69% 61 students	21% 19 students	10% 9 students	208.5
2016-2017	71% 61 students	17% 15 students	12% 10 students	209
2015-2016	86% 84 students	7% 7 students	7% 7 students	
2014-2015	82% 62 students	9% 7 students	9% 7 students	
2013-2014	70% 53 students	16% 12 students	14% 11 students	

MAP Reading 2-5 Common Core 2010 V2 uses the RIT (Rasch Unit) scale to create a grade-independent RIT score, which indicates the level of question difficulty a given student is capable of answering correctly about 50% of the time. RIT scores help educators understand every student's current achievement level based on their zone of proximal development. In order for a student to be considered benchmark for MAP reading they must have a RIT score of **204** or higher by the end of 4th grade.

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2nd Grade Spring MAP Math 2-5 Common Core 2010 V2

2nd Spring MAP Math	Benchmark	Strategic	Intensive	Mean RIT Score
2021-2022 **1st year using this assessment for 2nd**	76% 65 students	21% 18 students	5% 4 students	192.7

2nd MAP Math 2-5 Common Core 2010 V2 uses the RIT (Rasch Unit) scale to create a grade-independent RIT score, which indicates the level of question difficulty a given student is capable of answering correctly about 50% of the time. RIT scores help educators understand every student's current achievement level based on their zone of proximal development. In order for a student to be considered benchmark for MAP Math, they must have a RIT score of **189** or higher by the end of 2nd grade.

3rd Grade Spring MAP Math 2-5 Common Core 2010 V2

3rd Spring MAP Math	Benchmark	Strategic	Intensive	Mean RIT Score
2021-2022	65% 58 students	21% 19 students	13% 12 students	201.3
2020-2021	70% 69 students	22% 22 students	7% 7 students	202.4
2019-2020 Winter score used due to Closures	60% 55 students	29% 26 students	11% 10 students	198.3
2018-2019	68% 62 students	21% 19 students	11% 10 students	203.7
2017-2018	54% 49 students	30% 27 students	16% 14 students	200.4
2016-2017	53% 47 students	37% 33 students	10% 9 students	201.8
2015-2016	71% 60 students	13% 11 students	15% 13 students	
2014-2015	71% 67 students	20% 19 students	9% 9 students	

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2013-2014	78% 63 students	21% 17 students	1% 1 student	
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3rd MAP Math 2-5 Common Core 2010 V2 uses the RIT (Rasch Unit) scale to create a grade-independent RIT score, which indicates the level of question difficulty a given student is capable of answering correctly about 50% of the time. RIT scores help educators understand every student's current achievement level based on their zone of proximal development. In order for a student to be considered benchmark for MAP Math, they must have a RIT score of **201** or higher by the end of 3rd grade.

4th Grade Spring MAP Math 2-5 Common Core 2010 V2

4th Spring MAP Math	Benchmark	Strategic	Intensive	Mean RIT Score
2021-2022	59% 64 students	25% 27 students	17% 18 students	208.7
2020-2021	63% 53 students	26% 22 students	11% 9 students	209.2
2019-2020 Winter score used due to Closures	56% 55 students	31% 30 students	13% 13 students	206.5
2018-2019	52% 47 students	32% 29 students	16% 14 students	209
2017-2018	60% 53 students	26% 23 students	15% 13 students	212.7
2016-2017	57% 50 students	25% 22 students	17% 15 students	211.8
2015-2016	76% 73 students	16% 16 students	7% 7 students	
2014-2015	68% 52 students	22% 17 students	10% 8 students	
2013-2014	59% 45 students	25% 19 students	15% 11 students	

4th MAP Math 2-5 Common Core 2010 V2 uses the RIT (Rasch Unit) scale to create a grade-independent RIT score, which indicates the level of question difficulty a given student is capable of answering correctly about 50% of the time. RIT scores help educators understand every student's current achievement level based on their zone of proximal development. In order for a student to be considered benchmark for MAP Math, they must have a RIT score of **210** or higher by the end of 4th grade.

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Reading Fluency

The 2021-2022 school year, LPS K-6 schools continued to use the Dibels Data System. The Dibels system uses the **ORF (Oral Reading Fluency)** assessment that is similar to the former FastBridge CBMR (Curriculum Based Measurement for Reading) assessment where words correct in a one minute timing identify intensive, strategic and benchmark students in Oral Reading Fluency for second, third and fourth grades. The charts below give you a look at how 2nd, 3rd, and 4th fared at the end of the year Spring Benchmark with all our different reading fluency assessments over the years.

DIBELS Oral Reading Fluency (ORF) is a standardized, individually administered test of accuracy and fluency with connected text. ORF is a measure that assesses Accuracy and Fluency with Text, the ability to effortlessly translate letters to sounds and sounds to words. Student performance is measured by having students read a passage aloud for one minute. Words omitted, substituted, and hesitations of more than three seconds are scored as errors. Words self-corrected within three seconds are scored as accurate. The number of correct words per minute is the oral reading fluency score.

2nd Grade Reading Fluency - Dibels ORF (Oral Reading Fluency)

2 nd Grade Spring ORF	Benchmark	Strategic	Intensive
2021-2022 Dibels ORF	52%	17%	28%
2020-2021 *New Assessment – Dibels ORF*	59%	12%	29%
2019-2020 FastBridge CBMR Winter - Covid	49%	21%	30%
2018-2019 FastBridge CBMR	73% 68 students	6% 6 students	20% 19 students
2017-2018 *New Assessment – FastBridge CBMR*	64% 58 students	17% 15 students	19% 17 students
2016-2017 AIMSweb RCBM	65.4% 55 students	28.5% 24 students	6% 5 students
2015-2016 AIMSweb RCBM	77% 72 students	18% 17 students	5% 5 students
2014-2015 AIMSweb RCBM	69.4% 57 students	20.6% 17 students	9.7% 8 students

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2013-2014 AIMSweb RCBM	73% 68 students	25.7% 24 students	1% 1 student
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ORF benchmark goal for 2nd grade is established at **94** words per minute on oral reading fluency by the end of the school year. FastBridge CBMR was 104. AIMSweb RCBM benchmark was **92**.

3rd Grade Reading Fluency - Dibels ORF (Oral Reading Fluency)

3rd Grade Spring ORF	Benchmark	Strategic	Intensive
2021-2022 Dibels ORF	70%	15%	16%
2020-2021 *New Assessment – Dibels ORF*	58%	23%	18%
2019-2020 FastBridge CBMR Winter - Covid	70%	16%	14%
2018-2019 FastBridge CBMR	72% 65 students	7% 6 students	22% 20 students
2017-2018 *New Assessment – FastBridge CBMR*	66% 60 students	9% 8 students	25% 23 students
2016-2017 AIMSweb RCBM	71.2% 62 students	16% 14 students	12.5% 11 students
2015-2016 AIMSweb RCBM	69.4% 57 students	19.4% 16 students	11% 9 students
2014-2015 AIMSweb RCBM	69% 65 students	23.3% 22 students	7.3% 7 students
2013-2014 AIMSweb RCBM	62.4% 50 students	28.8% 8 students	8.7% 7 students

ORF benchmark goal for 3rd Grade is established at **114** words per minute on oral reading fluency by the end of the school year. FastBridge CBMR was **131**. AIMSweb RCBM benchmark was **119**.

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4th Grade Reading Fluency - Dibels ORF (Oral Reading Fluency)

4th Grade CBMR	Benchmark	Strategic	Intensive
2021-2022 Dibels ORF	57%	27%	16%
2020-2021 *New Assessment – Dibels ORF*	70%	12%	19%
2019-2020 FastBridge CBMR Winter - Covid	62%	6%	31%
2018-2019 FastBridge CBMR	60% 52 students	11% 10 students	29% 25 students
2017-2018 *New Assessment – FastBridge CBMR*	73% 65 students	7% 6 students	21% 19 students
2016-2017 AIMSweb RCBM	57% 49 students	24% 21 students	19% 16 students
2015-2016 AIMSweb RCBM	64.4% 60 students	18.2% 17 students	17.1% 16 students
2014-2015 AIMSweb RCBM	54.1% 39 students	31.8% 23 students	13.8% 10 students
2013-2014 AIMSweb RCBM	64% 48 students	25% 19 students	11% 8 students

ORF benchmark goal for 4th Grade is established at **125** words per minute on oral reading fluency by the end of the school year. FastBridge CBMR was **150**. AIMSweb RCBM benchmark was **136**.

Montana Smarter Balanced Assessment (SBAC)

Students participated in the state's annual criterion referenced test throughout the spring. The state continued using the computerized assessment with the MT Smarter Balanced Assessment Consortium (SBAC). This assessment measures students' mastery of the Montana Common Core State Standards in English Language Arts (ELA)/Literacy and Math.

The 2014-15 data represents the first year of data available from the computerized Smarter Balanced Assessment (SBAC). The 2012-13 data represents the previous paper and pencil MontCAS tests.

3rd Grade Montana Smarter Summative Percentages

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3rd Grade Summative MATH	Advanced	Proficient	Nearing Proficient	Novice
2021-2022	12%	31%	37%	19%
2020-2021	16%	31%	39%	14%
2019-2020 **None Covid**	N/A	N/A	N/A	N/A
2018-2019	17%	42%	27%	14%
2017-2018	8%	32%	43%	17%
2016-2017	16%	31%	28%	25%
2015-2016	18.1%	37.3%	27.7%	16.9%
2014-2015	16%	41%	31%	12%
2012-2013 MontCAS Math	4%	55%	24%	17%

3rd Grade Summative ELA/LITERACY	Advanced	Proficient	Nearing Proficient	Novice
2021-2022	24%	25%	33%	19%
2020-2021	18%	27%	33%	22%
2019-2020 **None Covid**	N/A	N/A	N/A	N/A
2018-2019	20%	28%	32%	19%
2017-2018	14%	38%	33%	15%
2016-2017	13%	31%	36%	19%
2015-2016	20.5%	38.6%	31.3%	9.6%
2014-2015	13%	38%	34%	15%
2012-2013 MontCAS Rdg	31%	62%	7%	0%

Our 3rd Grade summative Montana Smarter Balanced Assessment scores have held very similar over the years. Math scores have seen a slight decrease and ELA have fluctuated but stayed pretty consistent. To help improve scores, K-8 has adopted a new math text for general education and special education. ELA has adopted a new

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text for grades K-6. We are hoping to start seeing scores increasing with our new texts and interventions for both math and ELA.

4th Grade Montana Smarter Summative Percentages

4 th Grade Summative MATH	Advanced	Proficient	Nearing Proficient	Novice
2021-2022	7%	23%	41%	29%
2020-2021	9%	31%	38%	21%
2019-2020 **None Covid**	N/A	N/A	N/A	N/A
2018-2019	5%	17%	58%	20%
2017-2018	10%	32%	41%	18%
2016-2017	5%	27%	55%	14%
2015-2016	14.7%	28.4%	49.5%	7.4%
2014-2015	22%	33%	34%	11%
2012-2013 MontCAS Math	31%	38%	16%	15%

4 th Grade Summative ELA/LITERACY	Advanced	Proficient	Nearing Proficient	Novice
2021-2022	19%	31%	21%	30%
2020-2021	21%	29%	29%	21%
2019-2020 **None Covid**	N/A	N/A	N/A	N/A
2018-2019	19%	33%	27%	21%
2017-2018	29%	27%	21%	23%
2016-2017	15%	30%	25%	30%
2015-2016	27.4%	25.3%	29.5%	17.9%
2014-2015	21%	22%	40%	17%
2012-2013 MontCAS Math	40%	47%	9%	4%

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Our 4th Grade summative Montana Smarter Balanced Assessment scores have held very similar over the years. Math and ELA scores have fluctuated but stayed pretty consistent, other than a spike in Novice scores this year. To help improve scores, K-8 has adopted a new math text for general education and special education. ELA has adopted a new text for grades K-6. We are hoping to start seeing scores increasing with our new texts and interventions for both math and ELA.

LONGITUDINAL DATA

Below is longitudinal data following the Class of 2030 (2021-2022 4th graders), Class of 2029 (2020-2021 4th graders), Class of 2028 (2019-2020 4th graders), Class of 2027 (2018-2019 4th graders), 2026 (2017-2018 4th graders) and the Class of 2025 (2016-2017 4th graders) from MAP, Reading Fluency, and SBAC assessments that become common and taken every year beginning in 2nd or 3rd grade through their final year at Highland Park in 4th grade.

Class of 2030 MAP Reading Rdg and Math Longitudinal Data

Class of 2030 (4th) MAP Longitudinal	Benchmark MAP Rdg	Strategic MAP Rdg	Intensive MAP Rdg		Benchmark MAP Math	Strategic MAP Math	Intensive MAP Math
2020-2021 3rd Grade	81% 79 students	14% 14 students	5% 5 students		70% 69 students	22% 22 students	7% 7 students
2021-2022 4th Grade	79% 86 students	10% 11 students	11% 12 students		59% 64 students	25% 27 students	17% 18 students

Class of 2029 MAP Reading Rdg and Math Longitudinal Data

Class of 2029 (4th) MAP Longitudinal	Benchmark MAP Rdg	Strategic MAP Rdg	Intensive MAP Rdg		Benchmark MAP Math	Strategic MAP Math	Intensive MAP Math
2019-2020 3rd Grade *Winter Covid	89% 80 Students	11% 10 students	0% 0 students		60% 55 students	29% 26 students	11% 10 students
2020-2021 4th Grade	78% 66 students	12% 10 students	11% 9 students		63% 53 students	26% 22 students	11% 9 students

“Watch Us SOAR!”

Class of 2028 MAP Reading Rdg and Math Longitudinal Data

Class of 2028 (4 th) MAP Longitudinal	Benchmark MAP Rdg	Strategic MAP Rdg	Intensive MAP Rdg	Benchmark MAP Math	Strategic MAP Math	Intensive MAP Math
2018-2019 3 rd Grade	76% 69 students	12% 11 students	12% 11 students	68% 62 students	21% 19 students	11% 10 students
2019-2020 4 th Grade **Winter Covid**	70% 69 students	23% 23 students	6% 6 students	56% 55 students	31% 30 students	13% 13 students

Class of 2027 MAP Reading Rdg and Math Longitudinal Data

Class of 2027 (4 th) MAP Longitudinal	Benchmark MAP Rdg	Strategic MAP Rdg	Intensive MAP Rdg	Benchmark MAP Math	Strategic MAP Math	Intensive MAP Math
2017-2018 3 rd Grade	78% 71 students	15% 14 students	7% 6 students	54% 49 students	30% 27 students	16% 14 students
2018-2019 4 th Grade	80% 70 students	11% 10 students	8% 7 students	52% 47 students	32% 29 students	16% 14 students

Class of 2026 MAP Reading Rdg and Math Longitudinal Data

Class of 2026 (4 th) MAP Longitudinal	Benchmark MAP Rdg	Strategic MAP Rdg	Intensive MAP Rdg	Benchmark MAP Math	Strategic MAP Math	Intensive MAP Math
2016-2017 3 rd Grade	76% 68 students	15% 13 students	9% 8 students	53% 47 students	37% 33 students	10% 9 students
2017-2018 4 th Grade	69% 61 students	21% 19 students	10% 9 students	60% 53 students	26% 23 students	15% 13 students

Class of 2025 MAP Reading Rdg and Math Longitudinal Data

Class of 2025 (4 th) MAP Longitudinal	Benchmark MAP Rdg	Strategic MAP Rdg	Intensive MAP Rdg	Benchmark MAP Math	Strategic MAP Math	Intensive MAP Math
2015-2016 3 rd Grade	86% 71 students	5% 4 students	10% 8 students	71% 60 students	13% 11 students	15% 13 students
2016-2017 4 th Grade	71% 61 students	17% 15 students	12% 10 students	57% 50 students	25% 22 students	17% 15 students

“Watch Us SOAR!”

Class of 2030 Fluency Longitudinal Data (Dibels ORF & FastBridge CBMR)

Class of 2030 (4 th) Dibels ORF & FastBridge CBMR Longitudinal	Benchmark	Strategic	Intensive
2019-2020 FastBridge CBMR Winter - Covid	49%	21%	30%
2020-2021 *New Assessment – Dibels ORF*	58%	23%	18%
2021-2022 Dibels ORF	57%	27%	16%

Class of 2029 Fluency Longitudinal Data (FastBridge CBMR & Dibels ORF)

Class of 2029 (4 th) FastBridge CBMR Longitudinal	Benchmark	Strategic	Intensive
2018-2019 2nd Grade *FAST	73% 68 students	6% 6 students	20% 19 students
2019-2020 3rd Grade **Winter FAST Covid**	70%	16%	14%
2020-2021 4th Grade *Dibels	70%	12%	19%

Class of 2028 Fluency Longitudinal Data (FastBridge CBMR)

Class of 2028 (4 th) FastBridge CBMR Longitudinal	Benchmark	Strategic	Intensive
2017-2018 2nd Grade *FAST	64% 58 students	17% 15 students	19% 17 students
2018-2019 3rd Grade *FAST	72% 65 students	7% 6 students	22% 20 students
2019-2020 4th Grade **Winter FAST Covid**	62%	6%	31%

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Class of 2027 Fluency Longitudinal Data (FastBridge CBMR & AIMSweb RCBM)

Class of 2027 (4 th) FastBridge CBMR AIMSweb RCBM Longitudinal	Benchmark	Strategic	Intensive
2016-2017 2 nd Grade *AIMS	65.4% 55 students	28.5% 24 students	6% 5 students
2017-2018 3 rd Grade *FAST	66% 60 students	9% 8 students	25% 23 students
2018-2019 4 th Grade *FAST	60% 52 students	11% 10 students	29% 25 students

Class of 2026 Fluency Longitudinal Data (FastBridge CBMR & AIMSweb RCBM)

Class of 2026 (4 th) FastBridge CBMR AIMSweb RCBM Longitudinal	Benchmark	Strategic	Intensive
2015-2016 2 nd Grade *AIMS	77% 72 students	18% 17 students	5% 5 students
2016-2017 3 rd Grade *AIMS	71.2% 62 students	16% 14 students	12.5% 11 students
2017-2018 4 th Grade *FAST	73% 65 students	7% 6 students	21% 19 students

Class of 2025 Fluency Longitudinal Data (AIMSweb RCBM)

Class of 2025 (4 th) AIMSweb RCBM Longitudinal	Benchmark AIMSweb RCBM	Strategic AIMSweb RCBM	Intensive AIMSweb RCBM
2014-2015 2 nd Grade	69.4% 57 students	20.6% 17 students	9.7% 8 students
2015-2016 3 rd Grade	69.4% 57 students	19.4% 16 students	11% 9 students
2016-2017 4 th Grade	57% 49 students	24% 21 students	19% 16 students

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Class of 2030 SBAC Longitudinal Data

Class of 2030 (4 th) SBAC Longitudinal	Benchmark ELA/Literacy	Strategic ELA/Literacy	Intensive ELA/Literacy		Benchmark Math	Strategic Math	Intensive Math
2020-2021 3 rd Grade	45%	33%	22%		47%	39%	14%
2021-2022 4 th Grade	50%	21%	30%		30%	41%	29%

Class of 2029 SBAC Longitudinal Data

Class of 2029 (4 th) SBAC Longitudinal	Benchmark ELA/Literacy	Strategic ELA/Literacy	Intensive ELA/Literacy		Benchmark Math	Strategic Math	Intensive Math
2019-2020 3 rd Grade **Covid**	N/A	N/A	N/A		N/A	N/A	N/A
2020-2021 4 th Grade	50%	29%	21%		40%	38%	21%

Class of 2028 SBAC Longitudinal Data

Class of 2028 (4 th) SBAC Longitudinal	Benchmark ELA/Literacy	Strategic ELA/Literacy	Intensive ELA/Literacy		Benchmark Math	Strategic Math	Intensive Math
2018-2019 3 rd Grade	48%	32%	19%		59%	27%	14%
2019-2020 4 th Grade **Covid**	N/A	N/A	N/A		N/A	N/A	N/A

Class of 2027 SBAC Longitudinal Data

Class of 2027 (4 th) SBAC Longitudinal	Benchmark ELA/Literacy	Strategic ELA/Literacy	Intensive ELA/Literacy		Benchmark Math	Strategic Math	Intensive Math
2017-2018 3 rd Grade	52%	33%	15%		40%	43%	17%
2018-2019 4 th Grade	52%	27%	21%		22%	58%	20%

“Watch Us SOAR!”

Class of 2026 SBAC Longitudinal Data

Class of 2026 (4 th) SBAC Longitudinal	Benchmark ELA/Literacy	Strategic ELA/Literacy	Intensive ELA/Literacy		Benchmark Math	Strategic Math	Intensive Math
2016-2017 3 rd Grade	44%	36%	19%		47%	28%	25%
2017-2018 4 th Grade	56%	20%	24%		43%	41%	18%

Class of 2025 SBAC Longitudinal Data

Class of 2025 (4 th) SBAC Longitudinal	Benchmark ELA/Literacy	Strategic ELA/Literacy	Intensive ELA/Literacy		Benchmark Math	Strategic Math	Intensive Math
2015-2016 3 rd Grade	59.1%	31.3%	9.6%		55.4%	27.7%	16.9%
2016-2017 4 th Grade	45%	25%	30%		32%	55%	14%

Goal Area 2: Facilities

Strategic Objectives 1-2

District Facility Plan

Our Elementary Bond passed this fall. This will help with Safety/Security and lack of space issues. By moving the entrance of Highland Park to the north side of the building and moving 4th grade to Lewis & Clark Elementary, we have a good start in addressing the Safety/Security and lack of space issues. Moving 4th grade to Lewis & Clark will open up four classrooms so that Highland Park Title and Special Education teachers will have their own regular sized classrooms and more flexibility if there is an enrollment increase in coming years. Moving the entrance of Highland Park to the northside of the building will help the school be more safe by taking the entrance off a busy street and will help create more office space for support staff. I have also been working with Jason Fry on other facility needs that can be addressed outside of the Bond using ESSER funding and/or Building Reserve funds. We are replacing fluorescent lighting fixtures with LED, removing most of our carpet areas, replacing it with tile, and adding security cameras.

Goal Area 3: Community/Parental Engagement

Strategic Objectives 1, 2, & 4

Parent/Community Involvement at Highland Park

“Watch Us SOAR!”

Parent Meetings

Highland Park held numerous parent meetings this year to help keep parents informed. This 2021-2022 school year grades K-4 hosted their Parent Meet and Greets. Teachers scheduled times for each parent and student to come in to meet with the teacher individually prior to the 1st day of school. The 2nd, 3rd, and 4th grade teachers felt this was great way to start the year so we will be continuing these Parent Meet & Greets. We also held separate parent meetings for our Showdown Ski Trip and 4th Grade Science Fair.

3rd and 4th Grade Ski Days

With the help of our PTO, we were able to take our 3rd and 4th grade students skiing three times each this year. About ¾ of the students were going to the top of the mountain and skiing down. We had at least 10 parent volunteers for each trip and the staff at Showdown made our experience a great one.

Grade Level Music Programs

First, we must say thank you again to Mrs. Grensten for making music so much fun for our kids this challenging year. Mrs. Grensten put on a variety of music programs. We were able to have all our concerts in person this year. We did continue to streaming them live after receiving good feedback during the Covid time especially for family members who live outside of Lewistown. The programs were energetic and engaging for all involved. The FCPA and our Highland Park gym were packed for each of the programs.

Highland Park Talent Show

Mrs. Grensten also coordinated our talent show this year. We were able to host our HP Talent Show normal this year. We had over 30 acts and hosted them along with families and Highland Park classes in our gym over to afternoons.

Fundraising Efforts

Our school/district did run a few fundraisers. We were able to run our PTO fall fundraiser this year after not being able to do it last year with Covid. We ran a few fundraisers to help local staff and students who had medical issues by allowing students to wear hats and staff to wear jeans and/or hats and pay a dollar each day. This fundraiser netted hundreds of dollars for these families to help cover medical costs.

I Love to Read Month

Highland Park Elementary Staff and students had a great time during February and “I Love to Read” month. Mrs. Gruener and the staff had several activities planned to get students engaged in the love of reading. This year, each grade level had their own goal to achieve. 2nd grade met their goal was able to have a Human Soccer Ball game.

Talking Zoo

Our 3rd grade classes continued their annual Talking Zoo in November. Each 3rd grade student researched an animal and learned 5 facts. For the Talking Zoo, each student dressed as their animal and then recited their 5 facts when a visitor would walk up to them in the gym. Everyone had a great time learning about each animal and our gym was packed with parents and community members.

Science Fair

Our 4th grade classes continued with their annual Science Fair, an event that happens each spring. The students' projects were outstanding. After hearing great feedback from parents about less requirements, we kept the written report out of the Science Fair and just did the boards. We hosted the science fair by having only one class in the gym at a time for an hour. We allowed parents to come in and view their child's project and allowed classes to come through the gym.

“Watch Us SOAR!”

Highland Park Picnic

To help celebrate a great school year and increase parent involvement, we invited families to meet us at Kiwanis Park on the last day of school. I was raining pretty hard so we went to Plan B and staggered our lunches to all parents to come into our gym and eat with their child(ren). Our student body met their SOAR Ticket goal so each student got a popsicle at this end of the year celebration.

Field Trips

We were able to get back to our regular field trips this year. We did our annual 3rd/4th grade ski days in February and March. Then in April, our 2nd graders were able to go to Farm Safety Days at the fairgrounds. We ended the year with our 2nd graders doing their annual Ft. Benton Montana History field trip, 3rd grade taking their annual Zoo Montana field trip and 4th grade checked out the new American Prairie Discovery Center that is now a part of our community. We did send letters home for parents who wanted to opt out and had a little over 10 students not attend.

Monthly Communication to Parents

Highland Park Refrigerator Reminder

I send home a newsletter at the beginning of each month that I refer to as our “Refrigerator Reminder.” This keeps parents up to date on current events at Highland Park. Below is an example for the month of November.

“Watch Us SOAR!”



Highland Park Elementary
1312 7th Ave. North
Lewistown, MT 59457
(406) 535-2555

NOVEMBER

Refrigerator Reminders

- **Early Dismissal** – Wednesday, Nov. 2nd students will be dismissed at 1:30pm. Buses will run their regular routes. Please make pickup accommodations if you DO NOT ride the bus.
- **Parent/Teacher Conferences** – These will be on Wednesday, Nov. 2nd from 4-7 and Thursday, Nov. 3rd from 8am-11am and 12pm-3pm. Please support your child's education by participating in this important conference. We look forward to seeing you!
- **Highland Park Book Fair** – The Book Fair will be going on in the library during Parent /Teacher Conferences. Please stop by the library and check out the great selection.
- **No School** – No school for students on Nov. 3rd & 4th.
- **Missoula Children's Theater** – Auditions will be starting on Monday, Nov. 7th for the play "Aladdin" directed by Missoula Children's Theater. The performance will be on Saturday, Nov. 12th. More information should be coming with this great opportunity.
- **Veteran's Day** – A special THANK YOU from Highland Park to all those who've served.
- **Talking Zoo** – 3rd grade Talking Zoo is Nov. 11th from 8:45-9:45.
- **3rd Grade Music Program Moved** – 3rd Grade's Music program scheduled for Nov. 15th has been moved to April 27 7pm @ FCPA.
- **PTO Meeting** – On Monday, Nov. 21 at 7pm will be our November PTO Meeting. It will be held at Lewis & Clark. Please stop by if available.
- **Thanksgiving Break** – No school on Nov. 23- Nov. 25.

Highland Park Elementary on Social Media

I continued updating our page for Highland Park Elementary. This page was used as reminders for upcoming events, share photos of students/staff, and updates on students returning from field trips. Follow us on Facebook at <https://www.facebook.com/highlandparkschool/> or @highlandparkschool.

"Watch Us SOAR!"

Goal Area 4: Technology

Strategic Objectives 1-5

Technology Upgrades

With the help of ESSER funds from Covid-19, we were able to install security cameras at Highland Park. We currently have 7 operational cameras with 2 more to hopefully be installed over the summer. These cameras have been extremely helpful. We have used them to identify two separate acts of vandalism to the school this year. They also were used for behavioral support with quite a few student behavioral issues were student stories did not match or there was a case of theft.

Technology in the Classroom

Technology Plan

With the help of ESSER funds from Covid-19, we were able to bring Highland Park to a one-to-one student to chromebook ratio. The access for students to have their own Chromebook for the year and for teachers to have access to a classroom set of computers at all times has helped us use personalized learning tools and has made our state/district benchmark testing much more efficient. We did a school training on using Securely for our staff in order for them to keep an eye on all the student screen at one time and have students project anything they are doing that needs to be projected to show the class.

Classroom Parent Engagement Apps.

In the spring of 2020 our K-6 elementary team decided to have K-6 use a common parent engagement app. We have continued using only ClassDojo. This helps parents with multiple children in the district and/or year after year to have only one app to monitor and keep up with.

Goal Area 5: Highly Qualified Staff

Strategic Objectives 1-2

Evaluation Process

Lewistown Public Schools uses the Montana Educator Performance Appraisal System (EPAS). On the EPAS rotation, I had nine tenured teacher evaluations (they are evaluated once every other year) and five non-tenured evaluations (twice a year until tenured). Nine teachers were not on the evaluation rotation this year, meaning they had to complete three Peer Observations throughout the year.

Professional Development

Social Emotional Learning (SEL)

A big part of our focus this school year was on SEL. We continued using a web-based program called schooltoostv.com. It consists of a daily one-minute video based on an SEL topic. In the past teachers were required to share this video at some point during the day. To help make sure these videos were being shown, I made the videos a part of our daily morning announcements by using Google Meet to video broadcast our daily announcements with students and show this video to the whole school. Along with this, I continued a group called SOAR CAFÉ made up of Tier 3 behavior students. We meet daily Monday-Thursday from 8:35-8:50 to discuss SEL and start their day off right.

“Watch Us SOAR!”

Curriculum Adoption – ELA & Math

This 2021-2022 school year, we had a lot of curriculum work to accomplish. Due to last year's Covid difficulties placed on teachers, we decided NOT adopt a new math curriculum to keep less on teacher's plates. This created a unique situation this year. We adopted both ELA and Math curriculums this year. I am the math curriculum director so our team met monthly throughout the year for the adoption process. We started with eight texts to review and narrowed that down to three. From that three we decided to split our grade levels in order to help our math needs and focus on increasing math scores. K-3 adopted a math curriculum that really focused on number sense and primary math priorities called Bridges in Mathematics. Grades 4-8 adopted a more upper level curriculum that focuses on concepts more for upper elementary and middle school called Big Ideas Math Modeling Real Life. This was a big process and the math curriculum team put in a lot of work and did great! I was not a part of the ELA team, but attended a couple meetings to see how the process was going. Grades K-6 went with Wonders for ELA.

Goal Area 6: Fiscal Management/Responsibility

Strategic Objectives 1-4

Our district administrative team worked with our business manager, Rebekah Rhoades (Business Manager of the Year), most of the year on balancing our budget for the upcoming 2022-2023 school year. The ESSER money released by the federal government helped our district by finding creative ways to not impact our taxpayers and meet our budgetary and facility needs. Our district administrative team and Board decided to run a levy for the elementary district this spring. Unfortunately, the levy was not passed by the voters.

This goal area is taken care of more at the district level.

“Watch Us SOAR!”

**LEWIS & CLARK
ELEMENTARY
SCHOOL**

Danny Wirtzberger

LEWIS CLARK

E L E M E N T A R Y

Danny Wirtzberger, Principal 2021-2022 Annual Report

Motto: *"Achieve, Believe and Care!"*

Lewis and Clark Vision Statement:

Lewis and Clark Elementary strives to **achieve** high standards, we **believe** each student is capable of becoming a confident lifelong learner, and we **care** for our students and encourage them to be responsible, contributing, critical thinking members of their community.



Attendance:

Our average daily attendance for the school year showed a slight decrease from the previous year, with students attending 92.53% of the days. The attendance rate equates to an average of 14 students absent a day. Due to the amount of material that is missed through absenteeism we will continue to focus on positive attendance through our attendance policy, attendance at the After School Learning Center to make up school work, and communication with students and parents on the importance of attending school each day they are healthy. Our MTSS training has taught us that rewarding students for positive behavior is most effective. We still have our “10 for 20” SOAR tickets. These tickets are earned by being in school for 20 consecutive days!

Enrollment:

The following information represents our ending enrollment numbers for the given school years. This year we had an increase of 5 students. Next year we look forward to another large 5th grade with 88 students coming from Highland Park’s 4th grade. We had a minimal number of students moving in or out during the school year.

	2021 - 2022	2020 - 2021	2019 -20	2018 -19	2017 -18	2016 -17	2015 -16	2014 -15	2013 -14	2012 -13	2011 -12	2010 -11	2009 -10
5th Grade	91	103	91	90	94	105	76	81	98	84	98	96	92
6th Grade	101	87	94	85	106	79	86	96	81	94	99	91	90
Total	192	190	185	175	200	184	168	177	179	178	197	187	182
Change(+ or -)	+2	+5	+10	-25	+16	+18	-9	-2	+1	-19	+10	+5	

Response to Intervention (RtI):

Lewis and Clark continued their involvement in the RtI process. All K-6 elementary buildings were accepted into Project REAL through OPI in 2013. In 2016 we signed on for five more years with the Project REAL 2.0 Grant through OPI. In 2022 Lewistown Public Schools District Number 1 was accepted into the ne MTSS Grant – Cohort 2. This has allowed us to stay current with MTSS and progress with our academic and behavioral goals. In previous years our Lewis & Clark team has attended three OPI RtI face-to-face workshops and 6 webinar sessions for MTSS (Multi-Tiered System of Support). This year was much different because trainings were virtual. Next year we will be participating in the MTSS Grant – Cohort 2. We will still continue to utilize the MTSS process in all decision making. Our MTSS OPI Facilitator was Michelle Trafton.

We have put into place Tier I, II, and III supports for Reading, Math, and Behavior and have scheduled Student Data Meetings twice a month as well as MTSS Leadership meetings bi-monthly. Teachers have a system to use with our Request for Assistance Form and we use our Classroom Problem Solving Team Planning and TIPS Forms to determine need and intervention strategies. We have now made this form more readily available for our teachers by making the form digital. This survey is completed by the classroom teacher and sent on to the MTSS leadership team. In addition, individual teachers met with our MTSS team for consultation and additional student meetings. Programs are built into our Tiers for Reading, Math, and Behavior and decisions are based on data from our SuccessMaker math probes, Dibels Reading CBM, NWEA MAP Assessments in Reading, Language, and Math, Smarter Balanced Results, curricular assessments, formative assessment, Google Forms behavioral data, and Check In Check Out program. Due to the systems we have in place, students are able to receive the assistance they need quickly and we have seen significant growth over time with our data in academics and behavior.

Many thanks to the MTSS Lewis and Clark team consisting of Cindy Gremaux, Brad Breidenbach, Carrie Bartos, Matt Gruener, Jeff Russell, Ashley Jenness, Norine McKinney, Gretchen Conrad, Jacque Sherman, and Danny Wirtzberger. A special thanks to Michelle Trafton, our District MTSS Facilitator.

Montana Behavior Initiative (MBI):

We continue to build upon the Montana Behavior Initiative at Lewis and Clark School. Through Project REAL 2.0 and MTSS we have learned about braiding RtI and MBI and our team has combined to work on Tier I, II, and III for academic and behavior assistance.

This year we are sustaining our positive behaviors by continuing to implement an innovative way to recognize students for their accomplishments. SOAR tickets are created for all staff members. Students earn SOAR tickets from staff members for being Safe, Organized, Accepting, and Responsible. Students collect their earned SOAR tickets and take them to the SOAR Store. They can purchase coupons or items. Some of the favorites are lunch with a staff member, fishing at the frog ponds, ice skating, music concerts on Fridays, extra PE time, and sitting with a friend for lunch. The SOAR tickets are then collected in our EAGLES SOAR bucket. When the bucket is full we have an all school SOAR reward with an ice cream treat, extra recess, or a music concert on Fridays. In addition, we have a SOAR drawing twice a month and students can win different awards, such as captains of our varsity sports teams. This has been a great success and students have really been able to see the rewards of their positive behavior. Due to our efforts with the SOAR ticket system and Check In Check Out we have seen a reduction in our major office discipline referrals (ODRs) this school year. Our Parent Teacher Organization was very helpful with this program in supplying the rewards. They also supported our MAPS and SBAC testing by supplying testing materials for our students.

Lewis & Clark Staff continued work with CICO (Check In, Check Out) this school year. This is an intervention for building relationships with at risk students and providing support for students needing help with behavioral and/or academic, as well as attendance concerns. We experienced success as noted above with a reduction in office discipline referrals as a result of Tier 2 supports with students using the CICO positive behavior supports. Lewis and Clark also experimented with an alternate support for Tier II students called Check and Connect (CaC). Check and Connect is not quite as intense as the Check In Check Out system. With the CaC system students have more of an advisor at the beginning and the end of the day. This allows us to front load the expectations and review progress at the end of the day.

We also continued the Lewis and Clark Service Council. These students were involved in making announcements to classrooms, greeting and touring School Board members around Lewis and Clark School, setting up school assemblies, helping with teacher appreciation week, working for the good of others, assisting around the school, fundraisers for service projects, and serving as positive role models. To create more consistency within the Service Council we implemented "Service Council Officers." Students wanting an office elected position had to get a signed petition, campaign, and create a speech for the student body. All Lewis and Clark students got a chance to vote for the elected officers. This was a major success for our school and created leadership opportunities for our students.

The After School Learning Center was held every Monday, Tuesday, and Thursday after school with students attending each session to complete work. Students were able to voluntarily attend the center or could be assigned by a teacher or parent. We recognized a need for students to receive assistance with their schoolwork and each week the center served 45-75 students.

Many thanks to the MTSS Lewis and Clark team consisting of Cindy Gremaux, Brad Breidenbach, Carrie Bartos, Matt Gruener, Jeff Russell, Ashley Jenness, Norine McKinney, Gretchen Conrad, Jacque Sherman, and Danny Wirtzberger. A special thanks to Michelle Trafton, our District MTSS Facilitator.

Title 1:

As a Schoolwide Title 1 District we devised and continue to update our Schoolwide Title 1 Plan to develop goals and objectives to ensure that all students, particularly those who are low-achieving, demonstrate proficient and advanced levels of achievement on the state's academic achievement standards.

To address those needs we continue to review the progress of our school and students, participate in a comprehensive needs assessment and focus efforts to increase parental involvement. Consistent with the purpose stated above, all parents in a Schoolwide program school are encouraged to participate in parent involvement activities. We have many areas where parents volunteer and get involved in programs in our school. Those programs are outlined below.

Our Schoolwide Title 1 team has included Danny Wirtzberger, Brad Breidenbach, Tracy Conner, Cindy Gremaux and Lynn Lensing.

School Safety:

Throughout the school year we work on school safety in a continual effort to ensure the safety of our students, staff, and school. This year we met quarterly as a Lewis and Clark Safety Team to review safety procedures, create emergency operations for our school, and schedule drills and training. Our Lewis and Clark Safety Team included Danny Wirtzberger, Derek Lear, and Ashley Jenness. We then met as a staff to update our Lewis and Clark Emergency Operations Manual. We have conducted drills throughout the year including fire drills, an earthquake drill, a tornado drill and lockdowns.

Student Achievement:

At our end of the year assembly, we recognized 32 sixth grade students with Presidential Awards for Academic Excellence. This award is given to students who have earned a cumulative GPA of 3.5 and above during their fourth, fifth and sixth grade years and are proficient in reading or math on the winter Measure of Academic Progress (MAP) test. Eight sixth grade students were recognized for Presidential Outstanding Achievement. The purpose of this award is to recognize 6th grade students who show outstanding educational growth, improvement, and commitment. This year we also recognized 5 students for perfect attendance and twelve students for outstanding attendance this school year.

Dibels Oral Reading Fluency (CBM)

Dibels was used to identify intensive, strategic and benchmark students in oral reading fluency. Previously, the district used AIMSweb and FastBridge to monitor progress. Percentages for every year before 2017-2018 are from AIMS, which is a different test. In 2018-2020 we used FastBridge for progress monitoring.

	Intensive (At Risk)	Strategic (Some Risk)	Benchmark
5th Grade			
2008-2009	12%	18%	70%
2009-2010	11%	16%	73%
2010-2011	18.5%	17.4%	64.1%
2011-2012	18%	16%	67%
2012-2013	10%	15%	75%
2013-2014	9%	16%	75%
2014-2015	8%	16%	76%
2015-2016	11%	19%	70%
2016-2017	11%	21%	68%
2017-2018	23%	19%	58%
2018-2019	21%	11%	67%
2019-2020 (Winter)	15%	16%	68%
2020-2021	25%	11%	64%
2021-2022	18%	3%	77%
6th Grade			
2008-2009	15%	13%	72%
2009-2010	13%	15%	72%
2010-2011	12.4%	12.4%	75.2%
2011-2012	18%	12%	70%
2012-2013	9%	15%	76%
2013-2014	10%	13%	77%
2014-2015	10%	16%	74%
2015-2016	10%	22%	68%
2016-2017	11%	18%	71%
2017-2018	32%	12%	56%
2018-2019	24%	16%	60%
2019-2020 (Winter)	15%	12%	72%
2020-2021	26%	16%	59%
2021-2022	18%	15%	66%

SuccessMaker Math Computation and Concepts & Applications

SuccessMaker is used to identify intensive, strategic and benchmark students in math computation and concepts and applications. The chart below gives you a look at how the school years were in 2012-2017 with AIMSWeb. In 2017-2020 our data was pulled from FastBridge. This year we started using SuccessMaker (SM). SM not only allows our team to see assessment data for our students, it also serves as an intervention program for our students. This intervention is created individually for each student. Lewis & Clark utilizes this intervention three times a week for each student. The last chart gives the reader a look at this year's SuccessMaker data.

	Intensive (At Risk)	Strategic (Some Risk)	Benchmark
5th Grade Math Computation			
2012-2013	10%	15%	75%
2013-2014	9%	15%	76%
2014-2015	10%	15%	75%
2015-2016	3%	16%	81%
2016-2017	9%	20%	72%
5th Grade Math Concepts and Applications			
2012-2013	10%	16%	74%
2013-2014	11%	13%	76%
2014-2015	10%	15%	75%
2015-2016	5%	36%	59%
2016-2017	9%	38%	53%
6th Grade Math Computation			
2012-2013	9%	16%	75%
2013-2014	10%	13%	77%
2014-2015	10%	16%	74%
2015-2016	6%	30%	64%
2016-2017	9%	14%	78%
6th Grade Math Concepts and Applications			
2012-2013	9%	16%	75%
2013-2014	9%	14%	77%
2014-2015	10%	14%	76%
2015-2016	19%	19%	62%
2016-2017	15%	8%	77%
5th Grade Math CAP (Overall Performance)			
2017-2018	5%	10%	85%
2018-2019	22%	4%	74%
2019-2020 (Winter)	21%	12%	66%
6th Grade Math CAP (Overall Performance)			
2017-2018	0%	11%	89%
2018-2019	21%	15%	64%
2019-2020 (Winter)	22%	2%	76%
5th Grade Math:			
Level Average:	2021 5.54	2022 5.35	
Gain:	0.77	0.75	
6th Grade Math:			
Level Average:	5.98	6.16	
Gain:	0.57	0.73	

MAP Testing

Measure of Adequate Progress (MAP) testing was continued for all students in both 5th and 6th grade. MAP was given three times this year in Reading, math, and language usage. The data from these tests help monitor progress of our students. It is also used to drive instruction and is used as a predictor of possible achievement on the state tests. The testing also has become an opportunity for students to challenge themselves to make improvements from the fall and winter.

This report shows students' projected performance on the state assessments based on the NWEA alignment/linking studies. It shows aggregated projected proficiency data from fall or winter testing so you can determine how a group of students is projected to perform on a separate state test. Performance categories are defined by the state and are specific to each state (MAP Report Reference). The Montana state test used for this linking study is the Smarter Balanced Test.

2020-2021

5th Grade

Mathematics



Grade Report

Grade 5

Term: Spring 2021-2022
District: Lewistown Public Schools
School: Lewis & Clark School

Norms Reference Data: 2020 Norms.
Weeks of Instruction: 32 (Spring 2022)
Grouping: None
Small Group Display: No

Math: Math K-12

Summary	
Total Number of Students With Valid Growth Scores	89
Mean RIT Score	222.3
Standard Deviation	15.9
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	218.7
Students At or Above Grade-Level Mean RIT	55

	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- 5mp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Overall Performance												
Math: Math K-12	17	19%	11	12%	14	16%	23	26%	24	27%	221-222-224	15.9

Reading



Grade Report

Grade 5

Term: Spring 2021-2022
District: Lewistown Public Schools
School: Lewis & Clark School

Norms Reference Data: 2020 Norms
Weeks of Instruction: 32 (Spring 2022)
Grouping: None
Small Group Display: No

Language Arts: Reading

Growth: Reading 2-5 CCSS 2010 V4 / Common Core State Standards English Language Arts/Literacy: 2010

Summary	
Total Number of Students With Valid Growth Scores	88
Mean RIT Score	214.2
Standard Deviation	13.1
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	211
Students At or Above Grade-Level Mean RIT	58

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Growth: Reading 2-5 CCSS 2010 V4 / Common Core State Standards English Language Arts/Literacy: 2010	12	14%	9	10%	19	22%	28	33%	19	22%	213-214-216	13.1

6th Grade

Math



Grade Report

Grade 6

Term: Spring 2021-2022
District: Lewistown Public Schools
School: Lewis & Clark School

Norms Reference Data: 2020 Norms
Weeks of Instruction: 32 (Spring 2022)
Grouping: None
Small Group Display: No

Math: Math K-12

Summary	
Total Number of Students With Valid Growth Scores	97
Mean RIT Score	227.4
Standard Deviation	16.6
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	222.9
Students At or Above Grade-Level Mean RIT	64

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Math: Math K-12	14	14%	13	13%	19	20%	22	23%	29	30%	226-227-229	16.6

Reading



Grade Report

Grade 6

Term: Spring 2021-2022
District: Lewistown Public Schools
School: Lewis & Clark School

Norms Reference Data: 2020 Norms
Weeks of Instruction: 32 (Spring 2022)
Grouping: None
Small Group Display: No

Language Arts: Reading

Summary	
Total Number of Students With Valid Growth Scores	98
Mean RIT Score	219.5
Standard Deviation	12.7
District Grade-Level Mean RIT	"
Students At or Above District Grade-Level Mean RIT	"
Grade-Level Mean RIT	215.4
Students At or Above Grade-Level Mean RIT	64

	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Overall Performance												
Language Arts: Reading	11	11%	14	14%	22	22%	29	30%	22	22%	218-219-221	12.7

Smarter Balanced Testing

The Smarter Balanced annual state assessments as required by the Office of Public Instruction measured student progress in Reading and Math. It took each class one week of testing to complete this assessment for all grade levels and classrooms.

Here are the results of the first report of the 2022 Smarter Balanced Tests.

2022 Smarter Balanced 5th Grade ELA/Literacy Results

School	Total	Total			
		Student Count	Average Scale Score	Performance Distribution	Percent Proficient
District		90	2515 ± 10	Percent Count 24% 22 16% 14 34% 31 26% 23	60%
 Lewis & Clark Sc...		90	2515 ± 10	Percent Count 24% 22 16% 14 34% 31 26% 23	60%

2022 Smarter Balanced 5th Grade Mathematics Results

School	Total	Student Count	Average Scale Score	Performance Distribution	Percent Proficient															
District		90	2514 ± 10	<table><tr><th>Level</th><th>Percent</th><th>Count</th></tr><tr><td>Not Proficient</td><td>24%</td><td>22</td></tr><tr><td>Basic Proficient</td><td>27%</td><td>24</td></tr><tr><td>Proficient</td><td>18%</td><td>15</td></tr><tr><td>Advanced Proficient</td><td>31%</td><td>28</td></tr></table>	Level	Percent	Count	Not Proficient	24%	22	Basic Proficient	27%	24	Proficient	18%	15	Advanced Proficient	31%	28	49%
Level	Percent	Count																		
Not Proficient	24%	22																		
Basic Proficient	27%	24																		
Proficient	18%	15																		
Advanced Proficient	31%	28																		
Lewis & Clark Sc...		90	2514 ± 10	<table><tr><th>Level</th><th>Percent</th><th>Count</th></tr><tr><td>Not Proficient</td><td>24%</td><td>22</td></tr><tr><td>Basic Proficient</td><td>27%</td><td>24</td></tr><tr><td>Proficient</td><td>18%</td><td>15</td></tr><tr><td>Advanced Proficient</td><td>31%</td><td>28</td></tr></table>	Level	Percent	Count	Not Proficient	24%	22	Basic Proficient	27%	24	Proficient	18%	15	Advanced Proficient	31%	28	49%
Level	Percent	Count																		
Not Proficient	24%	22																		
Basic Proficient	27%	24																		
Proficient	18%	15																		
Advanced Proficient	31%	28																		

2019 Smarter Balanced 6th Grade ELA/Literacy Results

School	Total	Student Count	Average Scale Score	Performance Distribution	Percent Proficient
District		99	2537 ± 9	Percent: 20% 27% 29% 23% Count: 20 27 29 23	53%
Lewis & Clark Sc...		99	2537 ± 9	Percent: 20% 27% 29% 23% Count: 20 27 29 23	53%

2019 Smarter Balanced 6th Grade Mathematics Results

School	Total	Student Count	Average Scale Score	Performance Distribution	Percent Proficient
District		99	2546 ± 10	Percent: 22% 26% 23% 28% Count: 22 26 23 28	52%
Lewis & Clark Sc...		99	2546 ± 10	Percent: 22% 26% 23% 28% Count: 22 26 23 28	52%

Student Activities:

Band and Choir

Our fifth and sixth grade students had the opportunity to participate in band and choir. Sixth and fifth grade students have band or choir at Lewis and Clark twice a week for 40 minutes. Our one formal concert was well attended and students worked hard demonstrating growth throughout the year. Lewis & Clark welcomed Mr. Mike Hamling last year to help guide our music program. In the short time he has been here, we have seen tremendous growth for our students.

Athletics

Students also had the chance to participate in after school athletic events. Little Eagle volleyball, basketball and wrestling were available to interested students. Students were also able to take advantage of community sponsored athletics with soccer, football, jump rope, baseball, and softball. Mr. Lear and the coaches did a great job again this year. We would like to congratulate all of our student athletes for their accomplishment and representing our school in a great way.

After School Learning Center

This year we held the After School Learning Center on Monday, Tuesday, and Thursday from 3:20-4:00. Students could volunteer to attend, be assigned by a teacher, or assigned by a parent. Students received assistance with their work and were given an after school snack and drink from our Parent Teacher Organization. The center was well attended with 4 to 16 students each session. We saw an improvement in attitude, work ethic, and grades in many of our students. There were also quite a few students who volunteered to attend as they like to get their work finished at school so they would not get behind in their classes. They also like receiving help with their work. In addition, individual teachers also had students working in their classrooms many days after school.

Service Council

We had multiple students involved in Service Council over the four quarters this year. Students wrote a speech on why they wanted to be involved in Service Council and presented that speech to their class. The class then voted on their representative and two students per classroom participated each quarter of school. The service council met every other week with the principal. Some of the activities they were involved with were: making announcements to classrooms, helping with teacher appreciation week, touring School Board members, working on projects to benefit students in need, working for the good of others, assisting around the school, fundraising for service projects, and serving as positive role models.

Fish, Wildlife, and Parks Program

The Fish, Wildlife, and Parks program sponsored a fishing program for all of our 5th grade students. Through our science program the students were involved with fly tying, fish jeopardy, fish dissection, fish art, and fish lure making. With each event we had several parent volunteers involved with helping students. Students also had the great opportunity to go ice fishing with their classmates and FWP personnel. The holes were drilled, poles and bait were provided by FWP. Many parent volunteers are involved in every aspect of the fishing unit with the 5th grade. We are very thankful to the Fish, Wildlife, and Parks for their contribution to our school.

Spelling Bee

Our Lewis & Clark Spelling Bee was held at the Fergus Center for the Performing Arts in January. Participants were the top two spellers in each classroom. Sixteen spellers took part in the bee. Our Lewis & Clark Spelling Bee Champion this year went on to the Fergus County Spelling Bee along with nine other students from our L&C Spelling Bee. The spellers did a fantastic job up on the big stage spelling some very complex words!

Zaner-Bloser Handwriting Contest

The Zaner-Bloser handwriting contest was held in December. Students get to show off their cursive handwriting. One student's writing sample from each grade level was chosen to compete at the state and national level.

Snowshoeing

This year we continued into our sixth year of snowshoeing at Lewis & Clark School. Each class had PE with Mr. Lear where they learned how to put on the shoes, tighten the bindings, remove the shoes, and walk in the shoes. They then went through a Snow Disc Golf Course at the Pine Meadows Golf Course and had to navigate with directions and landmarks to get through the course with their team and disc. Big thanks to Mr. Russell and Mr. Cloud for their leadership in the snowshoe adventures.

I Love to Read Month

The entire month of February was dedicated to "I Love to Read" month through our school libraries and classrooms. The theme this year was, "ABC, 123, I Love to Read" and we had a variety of activities throughout the month to promote the love of reading. Both the 5th and 6th grade students took part in "Reading Buddies" and took busses over to Highland Park School where they read to 2nd, 3rd, and 4th grade students. The students in both schools really enjoyed this and got exposure to all kinds of new books.

Wax Museum

The 5th grade students and teachers put on the annual Wax Museum again this year and had a wonderful turn out of talent. Students created a report, poster, background, and costume as they depicted the deceased person in history and their historical attributes. All stakeholders were encouraged to join us here at Lewis & Clark for the Museum. The students took great pride in their work and received overwhelming accolades about the effort they had put into this project! It was a wonderful presentation of their work and talent!

Talent Show

Lewis & Clark Elementary held its 12th Annual Talent Show this year. There were 17 acts and 28 students involved! Students performed in several different types of acts such as singing, dance, jump rope, playing guitar, playing piano, and skits. We had a wonderful display of talent and all of our students, parents, and community in attendance seemed to thoroughly enjoy the Lewis and Clark talent!

Parental Involvement:

The K-8 Parent Teacher Organization (PTO) and their many volunteers continued to provide impressive support at Lewis and Clark this year. PTO provided treats for our Schoolwide SOAR rewards, and helped in our After School Learning Center.

PTO is also very involved in our Teacher Appreciation Week with bringing treats and special gifts for all staff. Our staff truly appreciates the kindness and dedication of PTO volunteers that contribute their time, energy, and care to our students, staff, and schools. We are very fortunate to have PTO involved with our schools; they contribute so much to our continued success.

Parents have also been involved in our school throughout the year with the Parent/Student Orientation (Virtually) and Open House the day before school starts (Virtually), Parent/Teacher Conferences, volunteering during school events such as fish dissection, lure making, fly tying, cow eye dissection, ice fishing, snowshoeing.

We continue to communicate with parents through our Orientation/Open House at the beginning of the school year to introduce/update parents about several programs in our schools including Rtl, MBI/Bully Prevention, Title I, Assessment, programs, and K-6 procedures. The continual collaboration between schools has been very positive for parents, students, and staff. Parents are also informed through the Refrigerator Reminder Newsletters that outline the information and events throughout each month and through our website with calendar dates and pictures of events. Very positive feedback has been received about the reminders and requests that information continues to be sent in that fashion as it provides important information that parents are easily able to access. Others schools have begun doing this same format and parents appreciate the consistency. PTO also funded TV monitors for information centers at the entry of each school. This allows schools to view important information, reminders, and photos of events throughout the year. This is also great way for parents and community to see all of the things PTO does to support the schools as PTO information will be presented on this system as well.

LEWISTOWN JUNIOR HIGH SCHOOL

Jeff Friesen

Lewistown Junior High School

Annual Report

2021-22

Jeff Friesen, Principal



We returned to a “more normal” pattern of education this year. LJHS remained at full capacity with no activity cancellations for the entirety of the school year! After a rocky start with last-minute staffing changes, we regrouped and had a solid school year. Our mission at the junior high continues to be to take elementary students and turn them into high schoolers. Even as we identify areas of improvement, the LJHS staff and students should feel proud of our successes this year. Our motto is “Where Excellence and Enthusiasm Collide” and we are staffed with personnel who have strong work ethics, compassionate attitudes and a mindset to continually improve. This annual report will provide a summary of the staff, academics, and activities of Lewistown Junior High School during the 2021-22 school year. The information within this report contains some of the data we use to assess our progress and seek improvement.

Yellowstone Trip

Lewistown Junior High School went on *Expedition Yellowstone* this year from May 9th - May 12th. Mr. Shelagowski and Mr. Buehler escorted 27 students down to Yellowstone National Park. *Expedition Yellowstone* teaches students about the natural and cultural history of Yellowstone National Park, investigates current issues affecting the Greater Yellowstone Ecosystem, and promotes stewardship and preservation in the park and in home communities. Emphasis is on learning through direct experience in the outdoors. Students participate with teachers and parent chaperones in hikes, field investigations, discussions, creative dramatics, and journal writing.

Veteran’s Day Assembly – LJHS honored our veterans again this year during the Veteran’s Day Assembly on Thursday, Nov. 11. We were able to return to an “in-person” assembly after the COVID year. We had a great turnout at our assembly from area veterans. Our featured speaker this year was Lieutenant Colonel Zachary D. Manning. Lieutenant Colonel Manning is now retired after spending 20 active years as a fighter pilot in the US Air Force. We were proud to honor all of our veterans during this assembly that has become a part of the local tradition. It is our way of recognizing those that have given so much to our nation while teaching our students the importance of the sacrifices they have made.

ACTIVITIES

STUDENT ACTIVITIES

At the junior high we stress the importance of school involvement. For this reason we offer a number of clubs and activities to help students get involved beyond the classroom. Clubs and activities have proven to give students a greater sense of belonging to a school. This sense of belonging helps students with better attendance and ultimately, better grades.

Builders Club-The Builders Club is a service club that finds ways to help the school and community. Mrs. Blazicevich was the advisor for Builders Club. They operate the student store to raise money to purchase items to make the school a better place for the students.

Drama Club- This was a new club started this year. Several students met in the library and participated in a few activities led by Mrs. Poser-Brown in the library. They met on Tuesdays (and some Thursdays) during lunch.

MathCounts - The MathCounts program continues to have a strong group of students. LJHS sent 5 students to the State competition in February - a great showing from our school! The students participated against all classifications of Montana schools.

Running Club- The winter running club continued to be a success under the guidance of Ms. Walters. This group of students meets after school on Mondays and Thursdays, between the winter and spring sports' seasons.

Ski Club- The ski club was a great success with Mrs. Poser-Brown being the advisor. By joining ski club for a membership fee of \$35, students have the opportunity to join the club on one or all of the eight scheduled trips to Showdown. The membership covers the cost of transportation. Students are still responsible for rental cost and the cost of lift tickets for each day they travel.

Student Council- This year's student council officers were: President - Pedro Martignoni, Vice President - Norri Solheim, Treasurer - Sydney Wichman, and Secretary- Sophie Lark. Ms. Walters was the advisor for student council. Each year the student council puts on dances, organizes spirit days and, of course, organizes Homecoming activities.

Parent Teacher Organization (PTO)- The PTO does so many things to support our school(s). Each year in the past they have helped sponsor the eighth grade dance, provided treats for the after school learning center, provided money for SOAR reward prizes and funded the purchase of the student planner books. We appreciate their support.

Recognition of Talent

Scholastic Awards Ceremony-We again ended the year by recognizing those students who have done well in meeting or exceeding the standards of our school. Students were recognized for their academic successes, attendance, and the honors they received throughout the year. As a capstone, each year two students are selected for the DAR award. These two 8th graders are selected by staff and are exemplary of positive attitudes and a willingness to put forth an extraordinary effort. This year's DAR award winners were Rhett Comes and Holly Myers.

Talent Show - Five acts performed during the talent show. The talent show was followed by a slideshow put together by the Yearbook class.

Staffing

The junior staff welcomed a couple of new members to the teaching staff. The following made up the staff at the junior high:

Certified Staff

*Jake Rhoades.....	8 th Grade Social Studies
Jenifer Blazicevich (lead para).....	7 th Grade Special Education
Tasha Lahr (lead para).....	STAR Room Teacher
Matt Donaldson.....	7 th Grade Math
Maida Walters.....	8 th Grade English
Jocelyn Krogstad.....	Family and Consumer Science
Katie Wirtzberger.....	Art/Yearbook
*Dylan Buehler.....	8 th Grade Science
Lora Poser-Brown.....	Librarian (0.5 FTE)
*Karin Webb.....	8 th Grade Special Education
*Steve Zieglowsky.....	Counselor
Jeff Friesen.....	Principal
Nicole Wichman.....	7 th Grade English
Brett Shelagowski.....	7 th Grade Science
Lauren Wright.....	Choral (0.5 FTE)
Chase Auger.....	Band (0.5 FTE)
Katherine Spraggins.....	8 th Grade Math
Brooke Zeiler.....	7 th Grade Social Studies

Classified Staff

Sara Peterson.....	Secretary
Misti Birdwell.....	Paraprofessional

*Bob Agostinelli.....	Paraprofessional
Cheryl Savinelli.....	Paraprofessional (one-on-one)
*Shannon Maxwell.....	Paraprofessional (one-on-one)
Tasha Lahr.....	STAR Room Paraprofessional
Cynthia Battrick.....	STAR Room Paraprofessional
Steve Kelly	Custodial
James Wright.....	Custodial
Beth Davis.....	Kitchen Staff
Sherri Sebek.....	Kitchen Staff
Mandi Kingsford.....	Kitchen Staff

*New staff at the junior high.

MTSS

The Junior High continues our commitment to the MTSS (Multi-Tiered Systems of Support) process. This process has helped us identify and show measurable progress of system strengths and weaknesses at LJHS each year. In addition, MTSS is our primary process for putting into place academic and behavioral interventions and supports for Tier I, II & III students. The MTSS team this year included: Nicole Wichman, Karin Webb, Katie Wirtzberger, Katherine Spraggins and Steve Zieglofsky.

District Goal Area 1: Measurable Student Achievement

The most important task in measuring student achievement is to routinely assess a variety of data. Though academic performance is the ultimate measure of success, there are a number of smaller data resources that help contribute to a positive learning environment.

Data from:

1. Daily attendance,
2. Classroom performance,
3. Benchmark and criterion referenced testing, and
4. Student management and school climate.
5. Curriculum and intervention effectiveness.

1. Daily Attendance - LJHS continues to promote daily attendance as one of the key factors to success in every student's education. We continue to strive for measurable progress in hopes of improving student daily attendance. The goals that we will continue to work on are:

- a. Provide incentives to reward and encourage good attendance
- b. Provide tools to assist parents in getting their child to school
- c. Create procedures in dealing with chronic absenteeism

Our goal for the 2021-22 school year will continue to be to use grade level team meetings to proactively identify attendance problems and communicate with parents on a regular basis regarding absences. Involving parents in the process, and providing them with support, has proven to be the most effective approach in addressing chronic absenteeism.

Our attendance rates were as follows:

	Enrollment	Quarter 1	Quarter 2	Quarter 3	Quarter 4
7th grade	93	95.04%	91.58%	90.94%	91.37%
8th grade	93	90.79%	90.14%	90.73%	90.71%

2. Classroom performance- With each school year teachers face a new class of students with their unique knowledge and learning abilities. This continuous variety is why teachers assess progress on an ongoing basis. At LJHS we stress that homework, projects, quizzes, and tests are all a means of having students practice new knowledge and assess their progress. Grades are a means of measuring progress and motivating students to excel. Making the honor roll is a strong motivator for students. McDonald's continues to sponsor the posting of our Quarterly Honor Roll in the newspaper. At the end of the school year LJHS recognizes students who have maintained a GPA of 3.67 or higher throughout the school year. The following are the number of students who meet the minimum requirement of a 3.67 GPA:

	First Year Recipients	Second Year Recipients
7th Grade	24	--
8th Grade	7	21

Renaissance Program – We continue to utilize the Renaissance Program to recognize students who maintain high academic standards or make significant improvement with early release privileges and rewards from several businesses.

Gold Card achieved a 4.0 GPA or increased GPA by 1.0

Blue Card achieved a GPA between a 3.50 and 3.99 or an increase of .75

Silver Card achieved a GPA between 3.49 and 3.00 or an increase of .50 receive

3. Benchmark and criteria reference testing- NWEA MAP testing continues to be our benchmarking tool for student progress. NWEA provides schools with a number of report

options to desegregate the data on individual students and student groups and helps determine their potential on the state SBAC tests. Below is a chart that provides a set of data regarding projected growth. The NWEA MAP test is assessed up to three times a year to monitor student growth. Our task as educators is to seek the most effective means of helping each student progress with the targeted growth.

Grade 8

Growth: Math 6+ CC SS 2010 V2/Common Core State Standards Mathematics: 2010

Grade Report

Grade 8

Term: Winter 2021-2022

District: Lewistown Public Schools

School: Lewistown 7-8

Norms Reference Data: 2020 Norms.

Weeks of Instruction: 20 (Winter 2022)

Grouping: None

Small Group Display: No

Math: Math K-12

Summary

Total Number of Students With Valid Growth Scores	88
Mean RIT Score	231.1
Standard Deviation	15.6
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	228.1
Students At or Above Grade-Level Mean RIT	56

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Math: Math K-12	10	11%	17	19%	21	24%	23	26%	17	19%	229-231-233	15.6

Growth:Reading 6+ CC SS 2010 V3/Common Core State Standards English Language Arts/Literacy: 2010



Grade Report

Grade 8

Term:

District:

School:

Winter 2021-2022

Lewistown Public Schools

Lewistown 7-8

Norms Reference Data:

Weeks of Instruction:

Grouping:

Small Group Display:

2020 Norms.

20 (Winter 2022)

None

No

Language Arts: Reading

Summary

Total Number of Students With Valid Growth Scores	88
Mean RIT Score	224
Standard Deviation	12.8
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	220.5
Students At or Above Grade-Level Mean RIT	64

	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
Overall Performance	count	%	count	%	count	%	count	%	count	%		
Language Arts: Reading	10	11%	5	6%	34	39%	22	25%	17	19%	223-224-225	12.8

Growth: Language 2-12 CC SS 2010 V2/Common Core Standards English Language Arts/Literacy: 2010



Grade Report

Grade 8

Term: Winter 2021-2022
District: Lewistown Public Schools
School: Lewistown 7-8

Norms Reference Data: 2020 Norms.
Weeks of Instruction: 20 (Winter 2022)
Grouping: None
Small Group Display: No

Language Arts: Language Usage

Summary

Total Number of Students With Valid Growth Scores	88
Mean RIT Score	224.1
Standard Deviation	13
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	217.7
Students At or Above Grade-Level Mean RIT	63

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Language Arts: Language Usage	7	8%	11	13%	15	17%	26	30%	29	33%	223-224-226	13

Grade 7

Growth: Math 6+ CC SS 2010 V2/Common Core State Standards Mathematics: 2010



Grade Report

Grade 7

Term: Winter 2021-2022
District: Lewistown Public Schools
School: Lewistown 7-8

Norms Reference Data: 2020 Norms.
Weeks of Instruction: 20 (Winter 2022)
Grouping: None
Small Group Display: No

Math: Math K-12

Summary

Total Number of Students With Valid Growth Scores	92
Mean RIT Score	224.4
Standard Deviation	15.7
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	224
Students At or Above Grade-Level Mean RIT	48

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Math: Math K-12	17	18%	13	14%	24	26%	22	24%	16	17%	223-224-226	15.7

Growth:Reading 6+ CC SS 2010 V3/Common Core State Standards English Language Arts/Literacy: 2010



Grade Report

Grade 7

Term: Winter 2021-2022
District: Lewistown Public Schools
School: Lewistown 7-8

Norms Reference Data: 2020 Norms.
Weeks of Instruction: 20 (Winter 2022)
Grouping: None
Small Group Display: No

Language Arts: Reading

Summary

Total Number of Students With Valid Growth Scores	92
Mean RIT Score	217.9
Standard Deviation	14.1
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	217.1
Students At or Above Grade-Level Mean RIT	48

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Language Arts: Reading	12	13%	20	22%	20	22%	27	29%	13	14%	216-218-219	14.1

Growth: Language 2-12 CC SS 2010 V2/Common Core Standards English Language Arts/Literacy: 2010



Grade Report

Grade 7

Term: Winter 2021-2022
District: Lewistown Public Schools
School: Lewistown 7-8

Norms Reference Data: 2020 Norms.
Weeks of Instruction: 20 (Winter 2022)
Grouping: None
Small Group Display: No

Language Arts: Language Usage

Summary

Total Number of Students With Valid Growth Scores	92
Mean RIT Score	217.2
Standard Deviation	13.4
District Grade-Level Mean RIT	*
Students At or Above District Grade-Level Mean RIT	*
Grade-Level Mean RIT	215.3
Students At or Above Grade-Level Mean RIT	49

Overall Performance	Lo %ile < 21		LoAvg %ile 21-40		Avg %ile 41-60		HiAvg %ile 61-80		Hi %ile > 80		Mean RIT Score (+/- Smp Err)	Std Dev
	count	%	count	%	count	%	count	%	count	%		
Language Arts: Language Usage	15	16%	12	13%	21	23%	24	26%	20	22%	216-217-219	13.4

SBAC – Montana Smarter tests were administered in ELA and Math for all LJHS students. In addition, 8th grade students only took the Science test. Here are the results:

2022 Smarter Balanced 7th/8th Grade ELA Results

Assessment Name	Test Grade	Test Reason	Student Count	Average Score	Performance Distribution
Grade 7 ELA - Summative	7	Spring 2022 (SBAC Summative)	91	2532 ± 10	 Percent Count 29% 26 27% 25 35% 32 9% 8
Grade 8 ELA - Summative	8	Spring 2022 (SBAC Summative)	90	2547 ± 9	 Percent Count 20% 18 34% 31 41% 37 4% 4

2022 Smarter Balanced 7th/8th Grade Mathematics Results

Assessment Name	Test Grade	Test Reason	Student Count	Average Score	Performance Distribution
Grade 7 Math - Summative	7	Spring 2022 (SBAC Summative)	90	2524 ± 10	 Percent Count 29% 26 33% 30 28% 25 10% 9
Grade 8 Math - Summative	8	Spring 2022 (SBAC Summative)	90	2537 ± 10	 Percent Count 37% 33 34% 31 16% 14 13% 12

4. Student Management/School Climate - A positive school climate is based on management of negative behaviors and recognition of positive behaviors. During the 2021-22 school year the MTSS team continued to make an effort to listen to our students through the MyVoice Survey and by active listening sessions with random Student Feedback groups. Areas that students felt needed improvement include:

Short Term goals -

- Increase school pride by updating and maintaining facilities - fix all drinking fountains, update locker room lockers
- Consistently reward positives - Attendance, Behavior, Academics (SOAR system)
- Make Student Council THE voice of the junior high
- Activity options for students during lunch free time
- Continue to keep dress code in handbook current and associated disciplinary issues consistent
- Quarterly recognition/awards ceremonies to celebrate and promote student successes

Long Term goals -

- Facilities - will be prioritized according to the bond levy
- Continue to brainstorm and formulate new clubs
- Refine Accelerated Reader

Positive/Negative Behavior Interventions - One of the primary goals of MTSS is to make student success a focus. A review of the MyVoice survey showed our school climate remains strong and continues to improve. There are a number of ways that we interact with and recognize students on a regular basis. For recognition, students were awarded with SOAR certificates and with the Renaissance program. And, each week teachers met by grade level to select 3 students who demonstrated positive/SOAR behaviors. For each of these students, a teacher would send a postcard home recognizing these behaviors. Advisory provides a place each day for students to connect with teachers. We also have provided several electronic outlets on the student website for students to have a “voice” if there is a need for more anonymity. This includes a counselor referral form, a bully reporting form and a form for school improvement ideas. A component of our Health/PE classes is the Power Up/Speak Out program. This is a very proactive approach by our counseling department and the PE department towards developing and maintaining healthy relationships among students.

With that said, there is still a requirement by MTSS to monitor Office Discipline Referrals (ODRs). Here is a breakdown by grade of documented referrals by the office and referrals submitted via our discipline-referral form by teachers.

	Major Office referrals	Minor Office referrals	Total Teacher-document referrals
7th grade	10	6	64
8th grade	12	5	104

5. Academic Interventions/Curriculum - An important piece of effective intervention and curricular decisions is the evaluation of student data. Our intervention system continues to be within the regular scheduled classes with IXL and monitoring MAP test scores to measure student progress.

Additional interventions include:

- a. After School Learning Center (ASLC) - ASLC was offered both during lunch and after school Monday thru Thursday. ASLC serves anywhere between 5 to 15 students each

session. Students that needed additional help or had 5 or more missing assignments were assigned to ASLC by classroom teachers. Data was reviewed to see which students this program was being effective with and which ones needed additional assistance.

b. Study Hall – Our study hall environment is an opportunity for students to get additional time to complete assignments and to work on organizational skills. A Tier 2 study hall was added in the second semester for 7th graders that were chronically behind with assignments.

e. Advisory – This is a proven strategy where teachers have a daily opportunity to meet with students to monitor student progress.

f. Level specific courses - In the subjects of Math and English, we utilize assessment data to place students in one of four different ability leveled classes (five different levels for 8th grade math). This process ability allows us to address the specific needs of students in a smaller setting.

g. Title Classes- The junior high offers leveled classes in both English and math. These Title classes provide more individualized instruction and smaller class sizes. The goal of Title classes is to address areas of academic gaps.

h. One-on-one instruction – Our teachers work hard to help students beyond the classroom. Teachers frequently spend time with students during their lunches, before school, or after school to help students who are struggling with learning concepts.

Curriculum Offerings-

Offering as many electives as possible continues to be a priority at LJHS. In addition to offering an Ag&Tech class last year, we added STEM Physical, Fisheries, Digital Media Productions, Montana Geographical Information Systems (GIS) and Intro to Weightlifting. This gives students more class options and utilizes study halls to a lesser degree.

District Goal Area 2: Facilities

On a daily basis, we strive to keep the building in top condition and appearance to create a positive learning environment. New lockers for the locker room have been purchased and will be installed during the summer of 2022. The remaining hallway lockers were installed to make all lockers consistent. With the passing of the bond levy, our major focus will be educating through construction in the least disruptive manner. LJHS is appreciative of the Lewistown community supporting the growing and changing needs of education by approving the bond levy.

District Goal Area 3: Community and Parental Engagement

Working in and with the community helps create real life learning experiences, builds connections, and promotes a positive image of our school. Another important part of engagement is involving parents in their child's education.

1. Community Involvement - To be successful, education takes a community. At LJHS we see the importance of stepping out of the traditional setting and becoming involved in the community.

2. Parental Engagement- Below are ways we strive to include parents and keep them informed:

A. Infinite Campus- Parents are encouraged to utilize Infinite Campus to keep track of their child's progress. Parents are encouraged to sign up for the smart phone app available for Infinite Campus.

B. Google Classroom- All staff maintain Google class sites to provide access to assignments when at home.

C. District Website- The digital backpack on the LJHS page of the district website is a great location to provide easy access to every form and information page that is sent home to parents.

D. Facebook- LJHS continues to provide parents information about current events and changes through our Facebook page.

E. Activities - Parents regularly volunteer and help out where needed for different athletic and activity events.

District Goal Area 4: Technology

The most important aspect of technology is not how many computers you have, but how technology is implemented into instruction and management of our school environment. This year students were again issued chromebooks on a one-to-one basis. Below are some of the areas technology is utilized at LJHS:

a. Data collection with Google Forms has allowed us the opportunity to collect and manage data from, and on, student achievement. This data is easily shared and evaluated.

b. Infinite Campus- Utilizing the Missing Assignment option in the gradebook has given students, parents, and staff the ability to monitor assignments more efficiently. This is also a primary means for us to deliver messages to parents.

c. Facebook and Remind - Parent Communication improved with the use of Facebook as a means of getting information out to parents. Facebook use by parents is vital to communicating almost everything and Remind is a texting tool that has been very helpful to students and parents alike in reminding them of upcoming events and updates.

d. Google Classroom - Teachers have all created a site for each of their classes. This was a crucial tool when dealing with an uncertain future during the school year. Google Classroom will continue to be used in the future on a full time basis.

e. Document sharing with Google Drive provides opportunities for students to edit their work and collaborate with a group on work. In conjunction with Google Classroom, also students can also electronically turn in assignments to their teachers.

f. Google Meet is an important part of teacher instruction. Google Meet is an easy to use video conferencing and recording tool used day in and day out by staff to share needed instruction to our students. It allowed teachers to maintain connections with students and allowed teachers to share their video recordings for students unable to attend live lessons.

District Goal Area 5: Highly Qualified Staff

One of the strengths of the junior high is our teaching and support staff. Not only do they all meet the standards of highly qualified, they are dedicated to helping students do their best. A high percentage of the certified staff have obtained a Master's level of education. This year we had five full-time certified teachers join LJHS.

Below are the staff changes at LJHS:

1. Certified Staff: Brooke Zeiler - 7th Social Studies, Dylan Buehler - 8th Science, Jake Rhoades - 8th Social Studies, Karin Webb - 8th SPED, Steve Zieglowsky - Counselor

District Goal Area 6: Fiscal Management/Responsibility

At LJHS we strive to base our spending on curricular and student needs. Over the last decade the junior high has seen a number of reductions to meet budget requirements. The staff at Junior High Staff continues to be fiscally responsible. This year we were able to continue supplementing our normal budget with ESSER (Elementary and Secondary School Education Relief) funds from the government. The bond levy will be a big priority in the upcoming years as we best meet our building needs in a fiscally responsible manner.

FERGUS HIGH SCHOOL

Tim Majerus

Fergus High School

2021-22 Annual Report

Tim Majerus, Principal
Paul Bartos, Assistant Principal/Athletic Director

The end of each school year provides a time to reflect and assess the challenges we've faced and the successes we experienced. Continued school improvement comes from honest conversations regarding our strengths and our weaknesses. These conversations took place throughout the school year in MTSS meetings and from collaboration of teachers during our PIR days. It's through a team approach that an organization can find the most effective solutions. This annual report is more of a narrative to tell the story of the school year than it is a collection of data. Please enjoy.

Fergus High Enrollment

2016-17		2017-18		2018-19		2019-20		2020-21		2021-22	
Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring
352	344	349	343	337	333	306	304	330	330	330	330

Distinguished School Award

Each year the National Association of ESEA State Program Administrators (NAESPA) selects schools from across the nation to be recognized as National ESEA Distinguished Schools. Fergus High School was selected as one of two schools to represent Montana. We were selected because of the significant improvement in our graduation rate from 2019 to 2021. What made this award even more impressive was the increase in graduation rate occurred during a time when COVID was disrupting our nation's education systems.

The selection came with a \$20,000 award. We had the option of spending this money on sending a group to the 2022 National ESEA Conference in New Orleans, but instead attended virtually and spent the balance to support our Title I programs.

Professional Development

Professional development is an important part of continued growth and self reflection throughout the school year. This year our professional development focused on self-care, positive student/teacher and teacher/teacher relationships, department meetings, and curriculum evaluation. The use of department meetings continues to assure cohesive instruction and goals as students transition through departments.

Course Offerings

This year we increased our dual enrollment opportunities by signing on with Dawson Community College. We made the switch to DCC because of their intention of offering courses at the Educational Center here in Lewistown. However, during the summer of 2021, DCC pulled out of Lewistown as quickly as they had come in. We stayed with our commitment to offer our dual enrollment courses through DCC for this school year. However, we will have three individuals attending the Dual Enrollment Summit in

Missoula this summer to explore our options for better serving students and assisting teachers who offer dual enrollment courses. During the 2021-22 school year the following dual enrollment courses were offered:

- English 12 - Writing 101 - College Writing
- Advanced English 11 - Writing 101 - College Writing
- Advanced Math/Pre-Calculus - Math 121 - College Algebra
- Advance Biology - Biology 160/161 - Principles of Living Systems with Lab
- Welding - Welding 110 - Welding Theory

Seven Advanced Placement courses were offered with a total of 95 students enrolled. **Advanced Placement results won't be available until July.** The following AP classes were offered this year:

- World History
- Government
- Calculus
- Spanish
- Chemistry
- English
- Physics

Providing remediation for our tier two students can play as important of a role in our education services as advanced classes do. This year we took a new approach to our Title I English classes. Instead of modifying the regular grade level English curriculum for our Title students, we established courses by ability at four different levels. Our English 100 through 300 classes focused on the remediation of reading and writing skills for freshmen through juniors. English 400 was for seniors and focused on reading and writing career readiness.

We also offered an Integrated Science course to help prepare the lower Tier 2 and upper Tier 3 students for Title classes in Earth Science and Biology. Through this remediation efforts we hope to see an improvement in future assessment data for the Tier 2 & 3 students.

The numbers in our CTE programs continue to grow as student interest in career preparation increases. Three years ago Fergus High School went from having one Agriculture Education teacher and one Industrial Tech teacher to two Agricultural Education teachers. Having two instructors has allowed the Ag Department to create more cohesive pathways. The Family and Consumer Science Department, with new teacher Megan Vincent, is developing new pathways to meet the increasing number of students interested in her department.

The Business Department has continued a number of traditional classes with Accounting, Personal Finance, Annual, and Business Math and has added two online computer classes. Applied Digital Skills is a free program from Google that provides online lessons for students to learn practical applications while working at their own pace. In addition to Applied Digital Skills, Fergus High offers online Computer Science and Coding classes. This was also the second year Fergus High School has been selected as a rural school to be sponsored by Amazon for these classes. Enrollment in both these online programs have increased slightly over the past two years and is showing a significant growth for the 2022-23 school year.

Fine Arts programs at Fergus High School are also showing some growth. Students are only required to complete one year of fine arts, but more students are choosing to continue with our Fine Arts courses of art, band, choir, and drama. Fine arts classes to earn their elective credits. The band classes have seen significant growth and enthusiasm under the direction of second year teacher Chase Auger while the drama class was brought back after a five year absence from our curriculum.

Another addition to the FHS course offerings this year was Intro to Education. This course was designed to provide students with an opportunity to explore their interest in becoming a teacher. Next year this course will be replaced with a four semester series of dual enrollment courses offered by Montana State University in conjunction with Montana Digital Academy.

Four years ago Fergus High School began working with the Department of Public Health & Human Services (DPHHS) in their Vocational Rehabilitation and Pre-Employment Transition Services (Pre-ETS). With this program, Fergus High School is provided assistance in helping students in five categories; job exploration counseling, work-based learning experiences, counseling on transition or postsecondary education, workplace readiness training, and instruction in self-advocacy. In addition to providing these services, representatives from DPHHS came to Lewistown on a monthly basis to meet with students and their parents to discuss services that are provided beyond the school year and graduation. Fergus High School receives more than \$40,000 annually for providing these services.

This was the fourth year that FHS offered the HiSET Option Program to seniors who, because of life circumstances, would come up short on credits for graduation. This year two students participated in the program and were able to successfully complete the requirements to graduate with their peers. To prepare the students for the five exams we utilized the Essential Education program to prepare students for the five HiSET exams. Essential Education is one of only two programs approved by ETS (HiSET organization). This program has been a success as long as our strict application process is followed, allowing only those students who have a strong desire to take advantage of this opportunity to graduate.

This was our second year of offering the Structured Learning Room (SLR). This classroom provides structure for students whose identified disabilities interfere with their learning, and the learning of others, in a regular classroom environment. Students were assigned to SLR for specific classes or, in some cases, the whole day. The goal was to provide academic success and behavioral support. The grades of the students assigned to SLR showed dramatic improvement and office referrals declined sharply.

Beginning this year we increased our counseling from 1.3 to 2.0 FTE in order to help increase our focus on the three content areas of school counseling; academic, career, and social/emotional development. One important role of school counselors is to teach the Signs of Suicide (SOS) program in November and December. *“S.O.S. is an Evidenced Based Program that teaches middle school and high school students how to identify peers and/or themselves that may be showing signs of suicide and help and resources that are available.”* (Montana OPI website) The counselors were available after each classroom session and met independently with students who needed one-on-one counseling instead of the group

presentation. The increase in counselor FTE also provided more time to work with students on academic and career pathways. I'm pleased with the decision to expand our counseling staffing.

Academic Performance

Assessment is an important part of continued improvement. As is the case with class enrollments of one hundred students or lower, each student counts as one or slightly more than one percentage point when assessing data. For this reason we rely more on trends than changes seen from one year to the next.

The data below shows MAP reading scores of freshman and sophomores and ACT results taken by every junior. The freshman and sophomore MAP scores are categorized by the grade level they were in when they took the spring assessment and the ACT scores of juniors are identified by the year they will graduate. This year's juniors are the class of 2023 and were freshman in 2020 and sophomores in 2021.

Spring Reading Comprehension Scores				
Year	Grade	Tier 1	Tier 2	Tier 3
2022	9	85%	9%	6%
	10	79%	12%	9%
2021	9	72%	19%	8%
	10	54%	10%	6%
2020	No Spring Data Collected			
2019	9	55%	11%	10%
	10	68%	13%	8%
2018	9	69%	13%	9%
	10	56%	10%	9%
2017	9	63%	11%	10%
	10	67%	11%	11%

Average ACT Scores Taken Their Junior Year										
Class of	English		Mathamatics		Reading		Science		Composite	
	<i>Fergus</i>	<i>State</i>	<i>Fergus</i>	<i>State</i>	<i>Fergus</i>	<i>State</i>	<i>Fergus</i>	<i>State</i>	<i>Fergus</i>	<i>State</i>
2017	18.0	18.5	20.1	20.0	20.3	20.3	20.0	20.2	19.7	19.9
2018	19.3	18.6	20.3	20.0	21.8	20.7	21.2	20.2	20.7	20.0
2019	18.3	18.3	20.5	19.8	20.7	20.3	20.8	19.8	20.2	19.7
2020	16.6	18.3	18.8	19.6	19.3	20.3	18.6	19.6	18.4	19.6
2021	16.6	18.3	18.6	19.6	19.1	20.1	19.2	19.8	18.5	19.6
2022	17.8		19.8		19.7		20.0		19.5	19.9
2023	16.4		18.7		19.0		19.0		18.4	19.9

School Climate

The sense of belonging at school is an important factor in a positive learning environment and a desire to attend school on a daily basis. One of our school-wide goals continues to be to provide a positive school climate. Part of achieving this goal is to involve students in the decision making process. Throughout the school year the administration met with student council members to discuss ideas and Advisory teachers held discussions with all students

during their Advisory period. In April the student council held an Eagle Pride Workshop to evaluate the information gathered in the My Voice Surveys, topics of discussion with all students during scheduled Advisory periods, and from their meetings with administration. One student council member's comment that stood out to me was that the students' pride is at the highest level in his high school career. He continued that it was not only in sports, but in the classrooms, and hallways. Below is a summary of the student council's activities.

Student Council 2021-22 Year in Review

Submitted by Michelle Trafton and Meggan Cirrincione

The Student Council had a very successful and busy year, beginning immediately in the fall with the officer elections and the start of activities for the 2021-22 school year.

The Student Council remained very active in the fall with homecoming activities, including hallway decorating, spirit week dress up days, float decorating, coronation, the pep assembly, the parade, fall activity/sporting events, and the formal dance!

Meetings continued through the year as Student Council members worked on recognitions for staff as well as two Fergus Eagle Recognition Assemblies for students. Recognition categories included: Students of the Month, Club Recognition, Sports Recognition, Advisory Attendance, Student Voice, Student Awards & Achievements, Staff Recognition, Students/Staff in the News, and the Kindness Drawing.

Winter Spirit Week was a success with the dress up days and recognition for speech, drama & debate, basketball, wrestling, cheerleading, and the band at the send off assembly for Divisionals and State.

The junior class officers, along with their junior class, junior staff advisors, and prom coordinator put an immense amount of time, planning, and work into their junior/senior prom through Butter Braid fundraising for the decorations and supplies. They also worked throughout prom week and for a full day to decorate the gymnasium for their Midnight in Paris prom as well as preparation for the grand march and coronation. The sophomore officers served at the prom and several sophomore officers and students cleaned up the day after prom. The prom consisted of the coronation, grand march, prom dance, and after prom party (put on by the junior parents). The entire week of prom was a success with high attendance and a lot of fun!

This year, the Student Council also put a great amount of time and work into finalizing and completing the Fergus High School Student Council Bylaws to create a framework for Student Council processes, procedures, and plans moving forward.

The Student Council held their elections for the 2022-23 school year in the spring of this year. Due to the August 31st school start date next year and Homecoming the week of September 19th, elections had to be completed this spring in order to have two weeks for Homecoming hallway decorating, planning, and prep for all the Homecoming events next year. Student Body Officer elections were the last week of April and the Student Class Officer elections were the first week of May. Offices for all positions were filled through student applications, student speeches and campaigning, and student body voting. Officers will now be able to continue their Homecoming planning and work as school starts on August 31st.

Student Council wrapped up their year with an Eagle Pride Workshop to gather input from students to present to administration. They presented Student Voice survey results from each Advisory class (including categories of Belonging, Heroes, Sense of Accomplishment, Fun & Excitement, Curiosity & Creativity, Spirit of Adventure, Leadership & Responsibility, Confidence to Take Action), thoughts and ideas from this year that students enjoyed with ideas to carry forward, ideas for welcoming Freshmen next year, Student Council Bylaws, Homecoming planning for next year, and their 2021-22 Student Council Legacy. A few of things that were brought forward and mentioned at the Golden Eagle Workshop were to bring back the Club Fair so students can learn and be more involved and connected throughout their year, having more student recognition on the school monitors throughout the year, having more communication between students and teachers through possible use of information bulletin boards, and adding more activities for students.

Student Council students and several other students were involved in the end-of-year Fergus High School Awards Ceremony, including Blue & Gold Awards and leadership awards for our members who have dedicated their time and efforts this year in Student Council and their thoughtful service to the student body.

The 2021-22 Student Council worked diligently this year toward their goals for student involvement, leadership, and school spirit. They found some things that worked very well throughout this year and plan to continue some of these ideas, such as more student involvement in homecoming hallway decorating by including individual locker decorating and themes for each class, acknowledging and spreading kindness through the use of the kindness awards & drawings, recognizing students and staff for all kinds of in-school and out-of-school accomplishments, including each class (freshman-senior) in a variety of ways for student events, having Student Council elections in the spring, and focusing each spring on the improvements that have been made throughout the year as well as areas in need of improvement to carry forward to future years. It was a very successful and innovative year, and we are proud of the Student Council officers' accomplishments and their service to our school, student body, and staff!

Technology

If there was anything positive that came from the pandemic it would be the manner in which schools utilize technology. Teachers learned through the pandemic era of distance learning the value of using Google Classroom for posting and turning in assignments and utilizing an online method for assessment.

During the pandemic we had assigned students individual Chromebooks for the school year. The staff has agreed that the best practice is to have Chromebooks available in each classroom with spare Chromebooks being made available at a central location to be checked out for the evening. This practice requires more devices be available, but avoids the issues of students forgetting their Chromebooks at home, having a device with inadequate battery life, or a device that has been damaged.

Parental Engagement

A change for this year was the new format for parent/teacher conferences. Instead of the open schedule where any parent could come in and wait for an opening with a teacher, we created three meeting rooms for a team of teachers and scheduled meetings with the parents of students who were struggling. There were 18 thirty minute time slots for each

meeting room. For the spring conferences we had four meeting rooms with 8 time slots for each.

Another addition in the Fall was to have teachers conduct individual conferences with each of their students over the two weeks before conferences. These individual meetings addressed student successes and areas in need of improvement. After meeting with their teachers the students were asked to share with their parents the notes from the individual meeting.

The teachers felt that the team approach to parent conferences were highly effective, there was still a need to allow an opportunity for those parents who didn't receive an invitation to attend a conference. Teachers also felt that the individual student/teacher meetings were important, they did take a lot of class time to complete.

Summary

As I come to the end of another school year and to the end of a career in education, I'm proud to say that Fergus High School is on a positive trajectory of academic and career opportunities, school environment, and teacher collaboration. Early in my career I was told by a veteran administrator that the key to success is to surround yourself with good people. Fergus High School is staffed with certified and classified staff that have chosen a profession in education to provide opportunities for the youth of our community. They are "good people" truly committed to student success.

During my four years at Fergus High School we've experienced a number of traumatic circumstances. With each experience the staff and students came together with support and understanding. The increase in positive school pride comes, in part, from the positive things that are happening in our school, but also from the shared experiences of staff and students and the experience of getting through it together.

I extend my gratitude to the LPS staff, board of trustees, and Central Montana community for their support during my eighteen years with Lewistown Public Schools. Most importantly, my appreciation goes out to the three decades of students who have humbled me with their dedication, resilience, and unpredictable youthful energy. It's been an honor to serve the Lewistown community.

A handwritten signature in black ink that reads "Tim Majerus". The signature is written in a cursive, slightly slanted style.

Tim Majerus, Fergus High School Principal

ACTIVITIES



**FERGUS HIGH
SCHOOL**

Paul Bartos

Fergus High School
Activities
1001 Casino Creek Drive
Lewistown, Montana 59457
(406) – 535 – 2321

2021-2022
Year End Report

This past year of “Golden Eagle Activities” was again a very successful and exciting one with many exceptional individual and team performances and accomplishments. As we have mentioned before, we feel our activities are providing the educational experiences needed to develop strong individual citizens through this “other half of education.” Again, as in the past years, the many outstanding efforts within the activity program brought our student body together and generally enhanced the overall attitude and educational atmosphere of the school and community.

Special thanks go out to everybody involved, especially Paul Bartos and Wendy Pfau. From pre-season to post-season, we had the support, the guidance, and the organization from our Athletic Director and his office secretary for our schedules, travel time, home events, and divisional and state trips on through our awards nights. Thank you for your time in supporting the students of Fergus High.

Some of the many HIGHLIGHTS for the 2021-2022 school year include:

The Academic All-State Awards sponsored by the Montana Coaches Association (MCA) reinforce the importance of academics to our student athletes. To qualify for an award, an individual must earn a varsity letter in athletics and maintain a 3.5 grade point average during the respective quarter of participation. For the 2021-2022 school year we had a grand total of **128** individual **Academic All State Awards**. Listing the awards by each individual sport are as follows: Girls Basketball-08; Football-10; Cross Country-10; Wrestling-07 ; Volleyball-14; Boys Basketball-14; Cheerleading-08; Track and Field-20; Tennis-15; Softball-12; and Golf-10.

The 2021-22 Fergus High School **Band** program kicked off the school year with marching band performances. The bands marched down Main Street for the homecoming parade, accompanied by the junior high school bands. Later that evening, the Screamin’ Eagle Marching Band gave a halftime performance of “80’s Around the World” during the homecoming football game. The fall pep band season consisted of 6 total performances for football and volleyball.

The Screamin’ Eagle Pep Band’s winter season consisted of many energetic nights playing for the girls’ and boys’ basketball teams, following them to Billings to play at divisional tournament. Having won the divisional championship, the pep band also traveled with the boys’ team to Missoula for state tournament, performing at their 3 games, including the state

championship. The Fergus Percussion Ensemble was even able to perform a song during the halftime intermission during the championship game.

On the concert side of the program, the band of 44 students performed 3 concerts for the community: a holiday concert in December, a “classical”-themed concert in March, and a video game theme for May. In addition to these regular performances, the bands attended Eastern A Band Festival in Laurel, where they received 2 Superior ratings and 2 Excellent ratings from adjudicators. Three students represented Fergus High in the Eastern A Honor Band, and 2 more represented our school in the Eastern A Percussion Ensemble.

The band performed 2 pieces for District 8 Music Festival in April and received “Straight Superior” ratings. Thirteen students performed solos for adjudicators, and of that group 11 were eligible to perform at State Music Festival in Billings. Nine soloists received Superior ratings at State Festival.

The Fergus High bands ended their wonderful year by performing at the graduation ceremony with “Pomp & Circumstance” as well as a chosen senior song. Mr. Auger wishes the nine graduating seniors the best of luck in their future endeavors and their continued musical pursuits!

The 2021 Fergus High School **Golf** team ended the season with 8 girls and 16 boys. The first practice was Thursday August 12th and the State tournament ended on Saturday October 2nd. We attended 10 tournaments in all: 4 were JV only, 1 was JV and Varsity combined, and 9 were Varsity only which included the Divisional and State tournaments in Sidney and Polson, respectively.

The girls’ team placed 6th at the Divisional Tournament in Sidney, MT with no All-Conference Honors. Three of the 5 qualified as individuals to play in the state tournament. They competed as individuals at the state tournament which was held in Polson, MT. All five girls that played in the divisional tournament, plus our alternate, earned their Letters.

The boys’ team placed 4th at the Divisional Tournament in Sidney, Montana, with no All-Conference Honors. They competed in the state tournament in Polson and placed 7th as a team. None of the boys earned All-State recognition. All five boys that played in the divisional tournament, plus our alternate, earned their Letters.

Coaching was done by Brett Thackeray (tenth year with the team, eighth year as head coach) and Keithon Walter (eighth year as assistant coach).

The 2021-2022 **Speech/Drama/Debate** season finished at State! It’s a daunting two day competition with several levels of elimination. Our Drama team shone like the supernovas they are. In Pantomime Jasper Fairchild secured her third straight State Championship, taking 1st place. In Dramatic Theatre, she and Logan Baldwin also dominated, taking 1st place in their first year of competition as a duet. This put the teams overall standing in Drama at fifth place in the State of Montana Class A. Their teammate Olivia Tucker worked very hard but was eliminated in the Semi-Finals competition. The Fergus debate squad brought a lot of pressure to their arguments. Julia Kunau secured her dominance by competing in the finals round against a senior debater from the West. Despite her stupendous abilities and determination, she lost her debate, but still ranked second in the Lincoln Douglas debate for Class A State. An absolutely

heroic achievement. She is now the most feared Lincoln Douglas debater for upcoming competitions. Her teammates Gracie Howells and Rachel Comer were equally fierce in their arguments, but were defeated in the preliminary rounds. The Speech squad did very well. Only Catherine de Guzman was able to take a medal. She placed eighth in Impromptu speaking. Her teammates Tommy Brandon, Zeke Baumann, Chloe Baumann, and Leah Naber Y Rosario were eliminated in preliminary rounds but are all determined to dominate their events in the fall.

It was a wonderfully exciting experience to be back in person for this year's competitions. Coach Lee Stahl and the Team are looking forward to recruiting the next generation of competitors and expanding the fear embodied by our fierce and formidable teammates.

The **Student Council** had a very successful and busy year, beginning immediately in the fall with the officer elections and the start of activities for the 2021-22 school year.

The Student Council remained very active in the fall with homecoming activities, including hallway decorating, spirit week dress up days, float decorating, coronation, the pep assembly, the parade, fall activity/sporting events, and the formal dance!

Meetings continued through the year as Student Council members worked on recognitions for staff as well as two Fergus Eagle Recognition Assemblies for students. Recognition categories included: Students of the Month, Club Recognition, Sports Recognition, Advisory Attendance, Student Voice, Student Awards & Achievements, Staff Recognition, Students/Staff in the News, and the Kindness Drawing.

Winter Spirit Week was a success with the dress up days and recognition for speech, drama & debate, basketball, wrestling, cheerleading, and the band at the send-off assembly for Divisonals and State.

The junior class officers, along with their junior class, junior staff advisors, and prom coordinator put an immense amount of time, planning, and work into their junior/senior prom through Butter Braid fundraising for the decorations and supplies. They also worked throughout prom week and for a full day to decorate the gymnasium for their Midnight in Paris prom as well as preparation for the grand march and coronation. The sophomore officers served at the prom and several sophomore officers and students cleaned up the day after prom. The prom consisted of the coronation, grand march, prom dance, and after prom party (put on by the junior parents). The entire week of prom was a success with high attendance and a lot of fun!

This year, the Student Council also put a great amount of time and work into finalizing and completing the Fergus High School Student Council Bylaws to create a framework for Student Council processes, procedures, and plans moving forward.

The Student Council held their elections for the 2022-23 school year in the spring of this year. Due to the August 31st school start date this fall and Homecoming the week of September 19th, elections had to be completed this spring in order to have two weeks for Homecoming hallway decorating, planning, and prep for all the Homecoming events. Student Body Officer elections were the last week of April and the Student Class Officer elections were the first week of May. Offices for all positions were filled through student applications, student speeches and campaigning, and student body voting. Officers will now be able to continue their Homecoming planning and work as school starts on August 31st.

Student Council wrapped up their year with an Eagle Pride Workshop to gather input from students to present to administration. They presented Student Voice survey results from each Advisory class (including categories of Belonging, Heroes, Sense of Accomplishment, Fun & Excitement, Curiosity & Creativity, Spirit of Adventure, Leadership & Responsibility, Confidence to Take Action), thoughts and ideas from this year that students enjoyed with ideas to carry forward, ideas for welcoming Freshmen next year, Student Council Bylaws, Homecoming planning for next year, and their 2021-22 Student Council Legacy. A few ideas that were brought forward and mentioned at the Golden Eagle Workshop were to bring back the Club Fair so students can learn and be more involved and connected throughout their year, having more student recognition on the school monitors throughout the year, having more communication between students and teachers through possible use of information bulletin boards, and adding more activities for students.

Student Council students and several other students were involved in the end-of-year Fergus High School Awards Ceremony, including Blue & Gold Awards and leadership awards for our members who have dedicated their time and efforts this year in Student Council and their thoughtful service to the student body.

The 2021-22 Student Council worked diligently this year toward their goals for student involvement, leadership, and school spirit. They found some things that worked very well throughout this year and plan to continue some of these ideas, such as more student involvement in homecoming hallway decorating by including individual locker decorating and themes for each class, acknowledging and spreading kindness through the use of the kindness awards & drawings, recognizing students and staff for all kinds of in-school and out-of-school accomplishments, including each class (freshman-senior) in a variety of ways for student events, having Student Council elections in the spring, and focusing each spring on the improvements that have been made throughout the year as well as areas in need of improvement to carry forward to future years. It was a very successful and innovative year, and we are proud of the Student Council officers' accomplishments and their service to our school, student body, and staff!

The 2021 **Football** season is a season to remember. This group of boys made a decision to commit to the weight room and our off-season workouts. Because of their improved attendance the football team had one of our best seasons in program history.

Our first game of the year was on the road in Glendive. The boys were nervous but anxious to get the season going. That game was a monumental win for our program. We battled adversity on the road and found a way to beat a very good football team. This team started preparing for the season back in March. For them to see their hard work payoff gave this group all the confidence they needed.

The varsity ended the season 8-2 winning a home quarterfinal game and qualifying for the State Semifinals for the 1st time in 20 years, where we eventually lost to the State Champion Hamilton. Our biggest win of the year was beating Billings Central for the first time in 3 decades on the road. Our 2 losses this year came to Laurel and Hamilton who were the eventual State Championship Game participants.

After the biggest win of the year came the biggest loss of the year. That weekend we lost the heart and soul of our football team, Dylan Morris. By sticking together and our Family approach, this group of young men found a way to push through and overcome this tragedy. The best word to describe this team is resilient. We are confident that this group will go on and do great things in the world. Coach Lear is honored and proud to be the head coach of this football team. They earned the respect that they deserve, because of the hard work and "Win the Day"

approach they had on a daily basis. This 2021-2022 Fergus Football Team will be remembered for years to come as the team that put Fergus Football back on the map.

The 2021-2022 Fergus **Girls Basketball** season was the first season under Head Coach Newell Roche. Coach Roche was assisted by Steve Foran, Thom Webb, and Nicole Wichman.

Ultimately, we came up one win short of where we really wanted to be. All year we talked about getting to that Saturday morning game and giving ourselves a chance to go to state. Win that game and you're in. We got there but just couldn't finish it. To the girls' credit, none of them have even seen Saturday at the tournament. They had never gotten there. It was good to get that close. Now, we just need to take the next step. It was a fun year. We really took a step forward as a program and raised expectations. We expect to do well next year-move up a little bit and challenge some of those top teams a little more. These girls won three games last year. This year we won nine. Next year we want more. This is a great group of girls and being around them every day was two of the best hours of the day. It was a group effort as far as coaching. We are all looking forward to next year and continuing to build this program.

The Fergus Golden Eagles 2021-22 **Cross Country** team demonstrated grit and determination throughout their season. Nineteen girls and five boys participated in the 2021 season. The girls' varsity team shifted runners throughout the season but consistently in the top seven were Ava Robinson, Becca Birdwell, Megan Vaughn, and Bethany Householder. Kylee Peterson and Winnie Phansombun were often running in the top seven. The seventh spot changed between Katie Gaines, Ida Bokemeyer, and Catherine de Guzman. The girls' varsity placed 4th at divisional and 9th at state. The top time of the season went to freshman Ava Robinson with a 21:19 in the Helena 7 on 7 meet. Freshman Becca Birdwell was not far behind with a 21:32 run at State in Missoula. Seniors Winnie Phansombun, Katie Gaines, and Cora Pavlovick ran their 4th and final season and all three attended the state meet – Phansombun and Gaines running on the state team and Pavlovick attending as team manager. The entire girls' team exhibited young and talented runners with a high potential for continued success in upcoming seasons.

What the boys lacked in numbers, they made up for in effort. All five boys ran to fill out a varsity team. However, without a 6th and 7th runner, they faced a disadvantage against other full teams. Dalton Haugen led the boys' team with a season best time of 17:55 run at the Miles City Invitational. Kaden Gardner improved drastically and continued to improve his PRs throughout the season. The boys earned 8th place at divisional and 17th at state.

The teams were coached by first year head coach Maida Walters and assistant coach Regan Bold. Coaching the high school team was a new learning experience for both coaches and one that both immensely enjoyed.

The 2021-22 Fergus **Boys Basketball** season was the seventh season under head coach Scott Sparks. Sparks was assisted by Jim Daniels & Matt Plagenz. The Golden Eagles finished 22-2 and were regular season Conference Champions, Divisional Champions for the first time since 1988, and advanced to the state title game for the first time in 34 years dropping a heart breaker to Butte Central 61-58 on a 30 ft. shot as time expired. The state tournament saw the Eagles defeat Hamilton in the first round, and followed it up with a thrilling win over Dillon with Bryce Graham hitting the go ahead shot with four seconds remaining in the game. At the divisional tournament, the Golden Eagles picked up wins over Hardin and Laurel, before defeating Dawson County in the championship game. School records were set for wins in a season, team 3 pt. percentage, and total rebounds. Fischer Brown set the individual points scored record for a season, and Bryce Graham became the all-time leader in assists. Royce Robinson and Fischer Brown were selected All-State, and Bryce Graham along with Robinson and Brown were named to the All-Conference 1st Team. Luke Clinton was selected 2nd Team All-Conference and Nolan Fry earned Honorable Mention All-Conference. Robinson, Brown, and Graham were all selected to play in the HIT tournament at the conclusion of the season, featuring the top basketball talent in the state. Robinson was selected the tourney MVP in leading Class A to the tournament title. The Golden Eagles were led by seniors Bryce Graham, Luke Clinton, Nolan Fry, Christian Karhi, and Chance Fields. Juniors Royce Robinson, Gage Norslien, Matt Golik and Avery Crouse all lettered and contributed a great deal to the team. A strong sophomore class of Fischer Brown, Maxx Ray, Brody Jenness, Trajan Sparks, and Kieran Netburn earned their letters and will be relied on for significant roles next year. Thirteen of the fourteen lettermen earned Academic All-State honors. Twenty-seven athletes participated in the program. Kylie Moline, Melissa Biddisson, and Luke Derheim served as team managers. The JV team finished 19-0 while the freshman team went 12-6.

The **volleyball** program under the direction of Head Coach Adrienna DeCock saw another increase in turnout this season - 35 girls tried out for the high school squad; 26 players made it through tryouts for the C-squad, JV, and Varsity. Projected numbers for the program are looking good with Junior High participation staying steady. The program is not graduating any seniors this season; all starters will hopefully be returning next season. The Golden Eagles also saw a new face in the coaching staff as Lesley Kassmier (2004 Fergus Graduate) joined the program as the C-squad coach.

After graduating seven seniors last year, there was a lot of learning to do with our younger players; however, they all did an amazing job of stepping up to the next level. There were some bumps along the way, but we improved each week. With everyone returning, and having no seniors this season, we will be able to continue where we left off.

We were happy to be back at the Divisional Tournament and went 2-2 losing to Dawson County two matches short of making the state tournament. Varsity ended with a season record of 7-13 and a conference record of 2-6.

Earning 1st Team All-conference and All-State honors was junior Brooke Weinheimer; Honorable Mention All-Conference honors went to junior Rylee Armstrong. Not only is there an expectation for excellence on the court, but also in the classroom, and 7 out of 8 players earning a Varsity Letter this season earned Academic All-State honors; maintaining a 3.5 GPA or higher throughout the season (first quarter).

Our sub-varsity teams both had great seasons. C-squad, under Coach Lesley Kassmier, finished the season 10-3 and JV, under Coach Paige Nash, finished 8-5. Both squads showed lots of improvement over the season and we are looking forward to next season to pick up where we left off, and continue working towards our goal of returning to the State Class A Volleyball Tournament in November.

The 2021-2022 **Wrestling** team was coached by Brendon DeCock and assisted by Robert Wallace. Wyatt Blythe was a volunteer assistant.

We had a very young team this year after graduating a very good class of seniors last year. We were not just young, but green as well. We had many kids that have never wrestled before. We were stacked up in the middle weights and had very few light weights which made duals difficult. It was nice to be back into a regular season again and hit tournaments and see all schools, AA, A and BC. We grew much throughout the season and by the end, kids were starting to figure things out. Our numbers to start the year were very good but were plagued by injuries. We took 11 kids to divisional and advanced 8 to the state tournament. We placed 3 wrestlers at state.

This is also the first year that Fergus High School offered girls wrestling. We had four girls come out and they stuck with it all year. We capped off their season with placing 2 out of our four girls.

We had 2 seniors.

- Kason Olson - 2nd divisional and 2nd state
- Payson Jensen

We had 2 juniors

- Damen McCord
- Jett Boyce - 4th divisional and 4th state

We had 10 sophomores

- Wyatt Elam - 2nd divisional and 2nd state
- Liam Gordon
- Caden Ferdinand
- Jake Simac
- Christian Wolfe
- Carson Nelson
- Byron Lopez
- Carson Lotan
- Quinn Boogman
- Kate Maxwell - 5th state

We had 6 freshman

- Andrew Kuhlmann
- Zac Chinn
- Kyle Sannar
- Peyton Hartford
- Rebecca Birdwell - 5th state
- Lidia D'Hooge

The 2021-22 Fergus High School **Cheer Team**, featuring twelve Varsity Cheerleaders and one Mascot, had an outstanding season!

Jennifer Pfau (Head Cheer) and Rayna Phelps (Assistant Coach) coached the Cheer Team. The team had a slow start to the season due to COVID (missing almost a month in the fall) and all but two cheerleaders were new to the program (including three foreign exchange students from Germany), but what the team lacked in experience they made up for with hard work, dedication, and great attitudes! Throughout the year the Cheer Team stayed extremely busy practicing 2-3 times each week, as well as cheering at all home football, volleyball, and girls' and boys' basketball games. They also cheered on our teams at two football playoff games and divisional and state basketball tournaments. It was quite an exciting basketball season, helping to cheer our boys' team onto a 1st Place finish at Divisional and a 2nd Place trophy at State. In February, 96 elementary school kids participated in Junior Cheer Camp.

In March, the team hosted CheerFest – the largest high school cheer, dance, and mascot competition in the state! The Fergus Cheer Team took home the following awards: 1st Place in the Mascot Division – Mitchel LePage; 1st Place Class A Cheer Team – Fergus; All-Around High Point Cheer Team Winner – Fergus! This is only the third time that our program has won the coveted All-Around High Point Cheer Team trophy, which means our Cheer Team scored the highest for their team performance out of all the schools in all classes that participated.

At the Annual Awards and Recognition Night, the following awards/plagues were presented:

Most Valuable Cheerleader – Skyler Zufelt
Outstanding Cheerleader – Aaliyah Koenig
Most Improved Cheerleader – Hanna Schubert

Mr. Chase Auger, Band Teacher, was also recognized at the Award Night as an “Honorary FHS Cheer Team Member” for his outstanding leadership of the Pep Band and his enthusiasm leading the band and entire crowd in cheering with our team!

This 2022 **Track** season had its ups and downs. Our girls' team took second at the divisional meet in Lockwood with 86 points. Rylee Armstrong had a great meet winning four of her five events. She won the 100 hurdles, 300 hurdles, long jump and triple jump. She took third in the 100 meter dash. Ida Bokemeyer also has a great meet taking second in the long jump, third in the 100 hurdles and fifth in the 300 hurdles and triple jump. Aniya Ross took second in the shot put, fifth in the javelin and sixth in the discus. Sam Schiuchetti took third in the 300 hurdles. Lidia D'Hoooge took fifth in the discus and Chelsie Brand took sixth in the shot put. The girls 4x100 relay took fifth.

The boys had a tough meet scoring 26 points and taking ninth. Gage Norslien took first in the 300 hurdles. Sean Zimmer won the discus. Jett Boyce took fifth in the 110 hurdles. Matt Golick took 6th in the javelin. Kyler Fleming took sixth in the high jump. The boys 4x100 relay took fifth.

At the state meet, the girls took 8th with 20 points. Rylee Armstrong took second in the triple jump, fourth in the 300 hurdles and fifth in the 100 hurdles and long jump. Aniya Ross took fourth in the shot put.

The boys took 13th with 11.5 points. Gage Norslien took fourth in the 300 hurdles and

sixth in the 110 hurdles. Sean Zimmer took fourth in the discus. Matt Golick took fifth in the javelin and Kyler Fleming tied for sixth in the high jump.

Helping Coach Olson with the track program were Coaches Vic Feller, Gary Ceele, Orin Johnson and volunteers Mike Hamling and Suzie Flentie.

Next year could be a good year for the Fergus Golden Eagles as all of our main placers are underclassmen.

The 2021-2022 Golden Eagle Fastpitch **Softball** team finished with a 12-13 record, 2nd place at Divisional and another trip to the State tournament in Hamilton. The young squad improved dramatically over the year as it started the season 1-7, then went 11-6 the second half of the season, including a win over Glendive at Divisional and a dramatic win over Park at State. Post season honors this year went to Sophomore Eliazar Southard earning All-State and 1st Team All-Conference, Senior Shelby Sannar-1st Team All-Conference; 2nd Team All-Conference players were Junior Karolyne Southworth, Freshman Jaden Martin, and Freshman Kiya Foran; Freshman Kloe Southworth earned Honorable Mention honors. This year's team was coached by Mike Mangold, Kirsten Miller, Jeremy Long, and McKenzie Morgan.

The 2021-22 Fergus High **Tennis** team returned to the courts on March 14, 2022 under the direction of first year co-head coaches Sherry Breidenbach and Shannon Fisk.

Coaches Breidenbach and Fisk are both Fergus High teachers coaching their rookie tennis seasons together. There were no assistant coaches this year.

This tennis season was mighty in enthusiasm and girls but smaller in numbers, specifically in the boy's ranks.

The Fergus High Tennis Team fielded

	<u>Girls</u>	<u>Boys</u>
Freshmen	2	1
Sophomores	7	4
Juniors	1	1
Seniors	<u>5</u>	<u>1</u>
	15	7

Eighteen players earned varsity letters during the 2021-22 season.

The Class A Northeast Divisional Tournament was held in Glendive. All players competed hard, with one player, sophomore Skylar Rutten, earning a berth at the State A Tournament; one girls' doubles team came within one match of competing at State.

The team competed in seven overnight invitational tournaments. The players should be commended for their hard work and resilience, as Spring 2022 was consistently cold, windy, and rainy resulting in one cancellation and many delays during invitational play.

Overall, the players and coaches learned a lot about tennis, teamwork, and sportsmanship this year (along with how to layer clothing for inclement weather). Coaches Breidenbach and Fisk are excited to build numbers and grow their team from the solid base of enthusiastic returning tennis players.

The **Lewistown Junior High School** Annual Report is presented separately and attached hereto.

I feel the activities programs at Fergus have a lot to offer all the young students attending School District No. One. Activity programs provide valuable lessons for many practical situations such as teamwork, sportsmanship, winning and losing, and hard work. Through participation in activity programs we provide the opportunity for students to learn self-discipline, build self-confidence, and develop skills to handle competitive situations. Students in activities tend to achieve higher grades than those who do not participate in activities, have a lower drop-out rate, and have better school attendance and fewer discipline problems. Students will seek to find educational opportunities available to them as a result of their participation.

Fergus High School provides many activities that support the academic mission of our school. Programs are not a diversion, but rather an extension of a good educational mission. The confidence in almost all Fergus activities programs seems to be strong. The staff is highly professional, motivated, and very enjoyable to work with. We, at School District No. One and Fergus High, look to the future with confidence and excitement!

Respectfully submitted,

Paul Bartos
Vice Principal/Activities Director

ASSESSMENT

Thom Peck

May assessment report will provide a District-wide perspective and each school will be a little more specific to the school and/or grade level. We made a few critical changes that actually date back to the 2019-20 school year and I really believe those changes in our assessment program helped us come out of the pandemic much better than most schools. Those change before the pandemic involved increasing our Reading and Math time and putting those classes more in the prime part of the school day at all three elementary schools. The Leadership Team felt that our test scores really did not reflect our student achievement that we saw on a daily basis in the classroom. Full disclosure on my part, I feel we formally test kids too much and some of that is due in part because we are either federally or state mandated to test kids but I think it is in excess. Our kids are much more complicated that what a mandated test typically evaluates and I believe classroom instructional time should be kept to a premium. Most of the assessment we have added has been more intervention driven and more targeted to individual student needs.

That being said we have changed our assessment program, especially at the elementary level. We use Dibels at all three elementary schools. Dibels is primarily a test to measure reading fluency. At Garfield, in addition to Dibels, they have really emphasized teaching phonemic skills or letter sounds. They use the Haggerty Phonemic Awareness program. They have seen great progress in this regard and they have been able to target specific skills for certain kids. Another very targeted intervention program used at Garfield and Highland Park, the Sonday program, is a comprehensive reading and math program. This is more of a formative assessment and is based more on classroom observations and assessments. The tasks are all timed and are shorter in duration. This allowed the students to stay longer in the classroom yet we witnessed very good gains specific to each student. At Highland Park this year, we added 2nd grade to our MAP Progress Monitoring assessment. We MAP benchmark test three times each year – Fall, Winter and Spring – in both Math and Reading. I believe MAP tests drive our instruction better than any other test and challenges our students to improve. At Lewis and Clark Elementary and Lewistown Junior High, we also use another targeted intervention assessment tool called SuccessMaker. This assessment is designed to identify students at the intensive, strategic and benchmark level in math computation and math concepts/applications. Math has always been a tough area for our upper elementary and junior high students. We believe SuccessMaker will help our students' progress more rapid and gives those students in the intensive and strategic areas that extra push. Finally, the State mandated test SBAC is used for grades 3-8 for reading and math. This test is always done in the spring of the year. In my opinion, this is the worst test but it is the only mandated test.

At the high school level, we conduct the ASVAB test which is designed for kids going into the Military to find their areas of interest and ability. We also use the SBAC for grade 11 Science, as well as, MAP progress monitoring. The State mandated test is the ACT for juniors. The ACT was meant for college bound students but every junior takes the ACT at least once and the State provides funding for the first time students take the ACT.

The other assessment tool we use, district-wide is MTSS or Multi-Tiered Systems of Support. Lewistown Public Schools have been heavily involved with MTSS since 2013 and this year, we were fortunate enough to be one of 7 school districts in Region 2 and 3 to receive a MTSS grant for three years - \$7500 for the 2022-23 school year, \$20,000 for the 2023-24 and 2024-25 school years. We use MTSS to provide Tier I, Tier II and Tier III supports for English Language Arts, Math, Behavior and Social Emotional or Whole Child. There is a District Implementation Team and each building has a Building Implementation Team. Typically, the District Team meets twice a month and the Building Teams meet twice a month to review data, determine needs of our students, interventions for students and student progress. All of the previous assessment tools are used and combined by our MTSS Teams. We have seen significant growth in academics, behavior, and now whole child learning with the MTSS system. I believe the umbrella aspect of MTSS is the most relevant and comprehensive assessment tool we have.

In my opinion, longitudinal data is more important in analyzing how well our kids are improving, especially in the grades K-8. We look for trends in all of our assessments and the emphasis is always on improving. Each year, the benchmark for students increases in our MAP and SBAC scores. It still looks like our test scores should be better and we will continue to look for ways to improve our test scores while providing more targeted intervention classroom instruction.

BUSINESS OFFICE

Rebekah Rhoades



BUSINESS OFFICE 2021-2022 ANNUAL REPORT



**Rebekah Rhoades
Business Manager/District Clerk**

The 2021-2022 school year proved to be another year of change, challenges, and successes. The pandemic and all that has come with it have added to and emphasized the many complexities of School Finance. We are extremely fortunate to have a knowledgeable and dedicated staff in the Lincoln Building Business Office.

Main Business Office Functions:

- Payroll
- Purchasing & Payables
- Instructional Media Center (IMC)
- Budgeting
- Grants
- General Accounting (District and Student Activities)
- Insurance (Health/Dental/Life/Disability and Property/Liability)

Highlights of the year included:

- Excellent Audit Report
- Navigating ESSER II and ESSER III Federal Funding due to the Coronavirus Pandemic
- Passage of the Elementary Bond Levy

Goals for the Future:

It is always my goal to continue to streamline processes in the District and this will be a continued process. As a department, we continually evaluate our procedures as we look for ways to improve our operations. Our ongoing goal is to become more efficient while maintaining a high level of accuracy.

My primary goals for the upcoming year include:

- **ESSA Coding Compliance:** As part of the new ESSA Federal requirements, schools with more than one physical location are required to report all expenses by school building code. Three years ago we completed a major overhaul to several of our district-wide account codes and reported under these codes on the Trustee Financial Summary for the first time this August. This is an ongoing project, as the rules for reporting are continually changing.
- **Use of TalentEd to Streamline Payroll Processes:** TalentEd, our new online hiring

platform was put in place in 2019-2020. The software is not yet being used to its fullest, but will create efficiencies that will assist better communication and processes for payroll.

- **Purchasing Review:** It has been many years since our purchasing process has been reviewed. Over the past 10 years we have introduced credit cards as a form of payment and the use of more and more online purchasing. While this can be very convenient, it has led to some challenges. It is our goal to review our processes and set up better guidelines so that we are ensuring that we are spending tax dollars responsibly.
- **Student Activities Financial Management:** It is my goal to ensure that training and education take place to be sure that we remain finding-free in both the Junior High and High School Student Activities accounts. I plan to meet with our “new” Athletic Director to set a better budgeting process for the High School Student Activities.
- **Use of Accounting Software to Streamline Processes (ongoing):** Our accounting software contains a wealth of information that needs to be used to improve current processes. Exporting data for contracts, years of service, OPI reporting, etc. will continue to replace manual processes used in the past. The Business Office staff has taken several trainings to improve our use of the software. We intend to move to iVisions, a web based version of our software, in the near future. We are currently in the process of moving to being hosted off-site, which is essential for the security of our data.
- **Budget Training (ongoing):** It has been several years since training was provided to the Principals and Classified Administrators on budget reporting. I plan to implement one-on-one training this year to improve this process. While I will certainly continue to monitor all of the budgets, I think a working knowledge of the budget is a key component in effectively managing a building or department. It is my intent in all Leadership Meetings to convey our budget to the best of my ability and to remain as transparent as possible.
- **Cross-Train Business Office Employees (ongoing):** As with all businesses, we need to make sure our positions are not reliant on any one person. Each Business Office employee is creating a list of duties that will be used to determine a cross-training plan for those duties that cannot be neglected. This is a continual work in progress. We recently added hours to a current employee to assist with payroll functions, which will provide additional cross training in that area.
- **Monitor and implement changes in the Affordable Care Act (ACA) or other Federal Healthcare Program (ongoing):** The ACA has many rules and reporting requirements that our District is required to follow. I plan to continue to attend various training seminars as offered and implement processes to ensure that the District is meeting all of the always-changing ACA regulations.
- **Address the need for Human Resource Staffing:** The overlap between the Business Office and Human Resources duties has grown. Eliminating the Curriculum Director and CMEC Director positions, making the Superintendent Secretary part-time registrar, and the significant turnover in staffing has increased the workload on the Business Office. We did add a few hours to a current employee to assist with payroll functions, which has help, but it likely will not be enough going forward.
- **Bond:** The Board ran a Bond Election in November 2021 to improve facilities districtwide. While the HS Bond failed, the Elementary Bond did pass. I learned a great deal about bond financing and purchasing, but the real test will be as we move forward over the next 3 years of construction. I will need to remain diligent in the required reporting for bond projects.
- **ESSER Funding:** The District has been given ESSER I, ESSER II and ESSER III funds

from the Federal Government as a result of the Coronavirus Pandemic. ESSER I was expended in 2020-2021, but there are still remaining funds in both ESSER II and ESSER III. The funds will need to be spent over the next two years, so time will be spent identifying needs, prioritizing and ensuring that we are spending the funds as set forth in the Law. I and the Administrative Team are working diligently to ensure that those items being paid for out of ESSER funds do not cause us to run over a fiscal cliff when the funds are no longer available.

- **Classified Salary Matrix Review:** We have contracted with Associated Employers to conduct a classified salary matrix review. Upon receipt of their findings, the Classified Salary Matrix review team will begin meeting to discuss the possibility of implementing changes to that matrix, being mindful of budget constraints, but allowing LPS to be competitive in the job market.

Review of Board Objectives

When developing the Strategic Plan, the Board adopted several goals related to Fiscal Management and Responsibility. Following, you will find a list of the current goals along with an explanation of their status.

OBJECTIVE 1

Objective: Review all financial processes; streamline and consolidate these processes where possible; find ways to improve efficiencies and accountability in our financial processes while reducing, if possible, staff frustration with them.

Status: All staff members need to be taught to look for ways to streamline our operations. Many improvements have been made in the past few years, including implementing a district-wide printer maintenance contract and implementation of substitute use of the time clock. We also use our Accounting software to generate the following years' contracts, a process that used to be updated manually. The focus at this point is to continually evaluate the effectiveness of new processes implemented and continually look for other ways to improve. Since we have "decentralized" our purchasing, it is important to take time to educate all staff on purchasing processes to eliminate "hidden" expenses related to purchasing (shipping, personnel, etc.). Educating staff is the area that we in the Business Office need to focus on more than we have in the past due to so many options in online purchasing.

Current objectives in this area include:

- Training for Administrators and Staff on the Purchasing Process
- Use of Accounting Software to Streamline Processes
- Cross-Train Business Office Employees
- Review the Purchasing Process and identify areas of improvement/cost savings

OBJECTIVE 2

Objective: Seek ways to better involve staff in budget development.

Status: Ongoing. In our current budget development model, principals and supervisors are to evaluate their budgets and make changes and accommodations where necessary. With many new principals and directors in the District, it is important to familiarize them with their budgets and reporting within the accounting software.

Yearly, and more often if necessary, I meet with Principals and Supervisors in order to increase their comfort in reading and understanding their budgets and expenditures. Reports were built for easier pulling of data. This is an area of continual improvement.

Current objectives in this area include:

- Continued Budget Training for Principals and Directors
- Continued Budget Report Training for Secretaries
- Educational Sessions to the Administrative Team regarding the different Funds and how they may be used
- Attend Staff Meetings, as requested, to share budget information
- The new Athletic Director has requested to utilize the software for budgeting athletics. We will continue to work toward getting this in place.

OBJECTIVE 3

Objective: Carefully assess specific ways in which we can involve community, staff and the Board in better maintaining a strong and influential presence in the next Montana Legislature (2023).

Status: The 2023 Legislative Session will likely prove to be an interesting one. As we recover from the Covid Pandemic and the resulting inflation, it will be seen how our State government will respond. As it stands currently, the inflationary increase is a set amount not to exceed 3% each year (MCA 20-9-326(2)). The actual inflationary increase provided in the past 10+ years has never been the full 3%. There will likely be more decisions that will need to be made at the local level to meet budget and carefully consider increasing taxes, both permissively and as a request to voters when necessary. As always, we will need to continue to be transparent and conscientious when setting the budget each year. As a District we have many organizations lobbying on our behalf, but the Board should continue to consider its involvement in the next legislative session. If Trustees do desire a “strong and influential presence” as the stated objective indicates, it is my recommendation to begin identifying stakeholders, opening communication channels, and establishing relationships in the very near future.

OBJECTIVE 4

Objective: The Lewistown Schools leadership team works with outlying communities to determine what cooperative efforts can be made to make the best use of limited resources.

Status: The District currently cooperates with neighboring districts for technology services and hopes in the future to be able to bring back the Construction Academy. We will continue to aggressively seek out opportunities to share resources whenever possible. Acquiring the Central Montana Education Center Building and implementing Agreements with the University of Providence and Job Service is another way that the School District is providing opportunity in our community. We have also hired a HiSet Examiner and provide those services to the community and Nexus using the Adult Education Fund.

OBJECTIVE 5

Not a function of the Business Office.

The Business Office is increasingly feeling the burden of the complex world of school finance. In addition to that, many Human Resource duties are falling on us. With budget reductions made in the District, Legislative decisions, Federal mandates, and the “Great Resignation” impacting staff turnover, there is increasingly more being put on our plates with the same number of staff. Each year, we strive to improve communication, streamline processes, integrate new technology, and become better than we were the year before, but it is becoming very challenging to do so. We have dependable, hard-working, competent employees and I am thankful for all of the sacrifices they make. I look forward to working through these goals and challenges with them in the coming year.

Curriculum

Thom Peck

The 2021-22 school year was the fourth year that Principals and I shared Curriculum duties. COVID did set our time-line back but we were fortunate enough with the outstanding effort of Mr. Lewis (English Language Arts) and Mr. Ventresca (Math) we were able to update our ELA and Math Curriculum materials, including online resources, for Grades K-8. The last time those materials were updated was 2009. I would like to thank all of the teachers that served on those two committees for their tireless work and multiple meetings away from the classroom and their family. In addition, I worked with Steve Olson and Orin Johnson to research new curricular materials and matched them to the current Montana Health Enhancement standards. We were able to update the junior high curriculum including textbooks and online resources for the junior high Health Enhancement. We will update the high school the following year because Steve is considering retirement after next year. One of the things that we learned through the pandemic was that people need people – teachers need to be around kids, kids need to be around other kids and our teachers are much healthier emotionally and mentally when they are with their colleagues. One aspect of our professional development and curriculum that we will continue to emphasize is the Whole Child Instruction, including the mental and emotional health of our students and staff. For the 2022-23 school year we will focus our professional development on the ELA and Math and implementing the new materials and begin to look at our Montana Standards in Business Education (grades 7-12) and Science (K-12). Further, we will return our focus to incorporate Standards Based Curriculum and Grading training with Alliance for Curriculum Enhancement (ACE). This is a huge endeavor that was curtailed during the pandemic and we will continue this process in the 2022-23 school year and most likely, into the 2024-25 and 2025-26 school year. This will demand teachers and administrators to give up valuable classroom time to attend the trainings and embrace this huge paradigm shift with fidelity.

It is important to remember that curriculum development is a cycle and continuous process, especially with our monster move to Standards Based Curriculum and Grading. We have some serious catch up to do with specific curricular areas that we lagged behind due to past history and the pandemic. We will continue with our KinderSteps program at Garfield. We try to keep the class load to 11-12 students in the program and we feel this has been very beneficial to students. Families have spoken very highly of the program. In addition, we will continue to pursue a Pre-K program for 3-4 year olds and target those identified Special Needs students once we have space at Garfield. This will take some of the stress of our Head Start program and area daycare programs. We will also continue with our Self-Contained Life Skills or CARES Special Ed program at Garfield, Highland Park and eventually, Lewis & Clark Elementary. This program is designed for our high risk Special Education students. We feel the Program meets these students' needs and also, helps the regular education teacher by narrowing the spectrum of needs of the regular classroom students. This allows for more Differentiated and personalized instruction. We continue to add electives at LJH and are working toward eliminating or reducing our study hall periods. We have returned to the A/B Schedule at LJH which allows students to take more elective classes. This past year we offered an Ag Tech class taught by Ms. Rianda from FHS, a STEM Physical Science, a Fisheries class, Digital Media Productions class, a Montana GIS class, and a Introduction to Weightlifting. The additional electives have been very beneficial to students be have found these classes have helped our student-teacher

relationships. At Fergus High School, we will continue the EMT National Certification Class offered to Seniors at FHS by the Central Montana Medical Center. This program has provided a hands-on, relevant, Career Readiness class that has benefited students. This year FHS offered Advanced Placement classes in World History, Government, Calculus, Spanish, Chemistry, English and Physics. Advance Placement Classes given an opportunity for students to take an exam in the spring and depending on their score, students can get college credit. In addition, FHS offers dual credit classes in English 12 -College Writing 101, Advance English 11 – Writing 101 - College Writing, Pre-Calculus – Math 121 - College Algebra, Advanced Biology – Biology 160/161. Welding – Welding 110 and beginning in the spring of 2023, we will offer a Teacher Education CTE pathway through MSU, Gallatin College and Montana Digital Academy - EDU101US Teaching and Learning. This program will offer 5 courses or an equivalent of a semester at college at a fraction of the cost. We can use our Montana Education Opportunities grant to help families pay for the courses. Finally, we hope to offer more relevant, hands-on, Career Readiness courses offered through our Central Montana Education Center and Dawson Community College, the Montana Digital Academy and hopefully, MSU-Great Falls Vocational College that will lead to student internships and/or apprenticeship programs. We believe both of these providers can offer not only FHS students but the entire area, job readiness skills, Certification in Skills and even Associate Degrees in many areas. We are working very closely with the Montana Department of Labor and American Jobs for America's Youth (AJAY) to set up job apprenticeships or internships with area employers. Fergus High also offered a different approach to our Title I classes to help with remediation for our Tier II students in English, Integrated Science, and Social Studies. Our numbers in FHS Career and Technical Education classes continue to grow in our Ag classes and Family and Consumer Science. Lastly, we will continue our Pre-Employment Transition Services class to get junior and senior students ready for the workplace and we will also, continue our HiSET Options program.

MAINTENANCE

Jason Fry

Facilities & Maintenance Annual Report

Fiscal Year 2021-2022

During fiscal year 2021-2022 the district decided to utilize an owner's representative to help manage the bond design process and Hulteng was selected. It was then decided it would be most beneficial to the district to bring on the General Contractor early on in the design process through an RFP/RFQ. Sletten Construction was selected and by bringing them on early it helps keep the overall project within budget. The classroom edition for Lewis & Clark will begin in late summer of 2022 with the L&C gym and Junior High additions to follow. In January of 2022 I was officially signed up with the Department of Labor to be a Facility Director Apprentice. Because of my years of experience I am going through the program on a competency basis and helping develop the curriculum. Classes started in April of 2022. Once the classroom work has been completed I will become a Journeyman Facility Director and a mentor for any future apprentices going through the course. The Apprenticeship is going to be available to high school aged students as a pre-apprenticeship program which can give them credited hours in multiple skilled trade apprenticeships. The Journeymen title will be nationally recognized.

Completed Maintenance Projects 2021-2022:

- Painted Parking Lot at FHS
- Gear Box Cooling Tower
- LED Working Lights on FHS Stage
- Auditorium House Lights
- Lead in Schools Program
- Shed for FHS
- LED Classroom upgrade

Completed Contract Projects 2021-2022:

- Seal Main Parking lot FHS
- Sidewalk / Drainage Lincoln
- Carpet / Tile Highland Park and FHS
- Service Entry Doors Junior High
- Pump / Filter for Football Field
- Quiet Room Door Highland Park

The summer of 2021 started with Red Clay Construction sealing all the cracks then applying two coats of sealant on the FHS main parking lot. District Maintenance painted the parking lot and altered a few parking spots to make easier access to the back of FHS gym for emergency response vehicles. Casino Creek Concrete replaced the Lincoln Building sidewalk along Janeaux Street. This included ADA required curb cuts at the intersections of 6th / 7th Avenues and a new retaining wall. Casino Creek Concrete also fixed the drainage issues we have had on the staircase going to our lower parking lot, this repair

included a drain pit with an eight inch outlet pipe. This project was paid for with the help of the Lewistown TIF District. In August the Maintenance Team installed new LED fixtures in the Center for Performing Arts. This included high bay working lights for the stage and new house lights. We utilized color temperature changing LEDs to accommodate the multi-functional use of the area. With the new LED lights we also updated the look of the house light pods by replacing all the plastic waffle style drop in ceiling sections with black ceiling tiles. This change has a great new look and the ceiling tiles help with acoustics. Nearing the end of summer we had a failure with our cooling tower at FHS. We had to remove the gear reducer for the fan and have Fabians re-build the internals. It was replaced just in time for Cowboy Poetry.

We utilized ESSER funding to tackle a few projects over the summer: Smart's Abbey Carpet replaced worn-out carpet at Highland Park and at FHS with floor tile/carpet. We had Birdwell Builders replace the service entry doors and boiler room doors at the Junior High, they also installed a door from our cares classroom into our quiet room at Highland Park. The State of Montana instituted a new Lead in Schools Program in 2021. The program came with the need to extensively map plumbing fixtures in all school buildings. This included any faucet that someone would consume water out of or prep food. The numbers came back surprisingly well for the age of our facilities. We had one fixture at Garfield, two fixtures at Highland Park, three fixtures at Lewis and Clark, one fixture at the Junior High, and four at Fergus High School. Any fixtures that tested higher than 0.005 mg/L were rectified as soon as possible and we are in compliance with the state.

Recently Good Earth Works out of Billings installed a new pump for the football field irrigation at FHS. With the pump a variable speed drive was installed and qualifies for a Northwestern Energy rebate. The old pump was worn out and inefficient. At the tail end of the school year the maintenance department had to level off an area outside of the gym at FHS for a new storage shed. This included anchoring railroad ties for a boarder and bringing in crushed gravel. To finish the fiscal year we installed color temperature changing LED fixtures in a classroom at FHS. I believe these types of fixtures will be best for the classroom setting and want to test out one classroom first.

2022-2023 Goals:

- Track and Tennis Court Maintenance
- Finish Facility Director Apprenticeship
- Continue to Focus on the Bond
- Work on ESSER Priorities

SCHOOL FOOD SERVICE

Amie Friesen

School Food Service
Lewistown Public Schools
215 7th Avenue South
Lewistown, MT 59457
(406) 535-5261



ANNUAL REPORT 2021-2022

The 2021-2022 School Year was filled with small returns to normal. All meals were served in the school's cafeterias, and we saw a sharp return in participation for the entire year, we were able to provide traditional school meals to our students. Working as we do within all six of the district buildings, lots of communication and team work was essential for the success of Food Service. We try very hard to accomplish our goal of feeding children and promoting good nutrition while adapting to each building's diverse and varied needs. Lunch participation climbed to 60% this year. Breakfast was around 26%. The school received full sponsorship for meal as we worked with Government authorities to attain funding through the "Seamless Summer Option".

PARTICIPATION

Please refer to the enclosed statistics within this report for actual numbers. Charts are included for both regular year participation and universal free meal participation.

Meals

- This year it was necessary for School Food to attain funding for meal distribution through the Seamless Summer Option. The SSO sponsored free meals for all students for the entire year. The name of the program is misleading as it was actually the program that sponsored food service through the school year. Throughout this school year, all schools were open for full attendance with meals, once again, returning to the cafeterias. Despite the increase in production and the same number of staff members as we have had in the past, we were able to serve scratch meals from our kitchen as always. A variety of service models were continued including Breakfast After the Bell, and Grab-n-Go breakfasts.
- The traditional lunch count seen for the year increased in comparison to last year by an average of 148 meals per day! This is a substantial number when multiplied throughout a school year. We served a total of 136,831 lunches and were very pleased with our lunch numbers. We attribute the lunch participation increase to the funding the District received to sponsor free meals, and an increase in enrollment. The District's average daily student enrollment increased by an average of 49 students from the previous year. School Food was happy to see such an increase in the lunch participation.
- Breakfast participation leveled out from our explosive increase last year. Our meals were within a 12 count fluctuation from last year. We served a total of 56,134 breakfasts. The Breakfast after the Bell format is so successful that all schools will continue to participate in the program next year.
- We believe our program is essential in Lewistown Public Schools as a contributor to the academic success and nutritional well-being of our students. In an effort to recapture breakfast participation, we plan to add several new menu items next year. Studies show that students like cycle menus, as it allows them to look forward to their favorite meals, but we also want to provide variety.
- School Food proposes that there be an increase in student meal prices appropriate to the inflation we are experiencing in our economy. For the 2021-2022 school year, we consulted OPI to arrive at appropriate prices. In deference to current economic hardships, we propose to leave adult meal prices the same. Meal prices will be as follows:

	Lunch Reg	Lunch Red	Breakfast Reg	Breakfast Red
Adult	\$4.00	X	\$2.25	X
JR/SR 7-12	\$3.50	\$0.40	\$2.25	\$0.30
Grades K-6	\$3.30	\$0.40	\$2.25	\$0.30

- The Food Service protocols concerning student allergies and the accommodations that we provide continue to be a daily concern for us. Allergy considerations were extremely difficult to manage District wide with all the varied schedules and locations. Communication with families is essential so student safety. With a growing awareness of food intolerances, last year School Foods provided up to 12 custom made meals for students on any given day.
- We are proud to continue to use locally grown beef in our schools. School Foods is aware of the need for community support within our District. In an effort to give back to the community, and, additionally provide superior products, we purchase locally sourced beef.
- The number of daily earned lunches provided to adults during the regular school year was 5386, amounting to \$21,544 of support to the district. This number is down by 287 as we return to normal eating patterns. There are not as many teachers required to do lunch duty on a daily basis with students back in the cafeterias. Earned breakfast was also provided for teachers assisting special needs student. A total of 50 earned breakfast were provided amounting to \$100. School Food Service greatly appreciates the staff supervision of students during meal periods at each school.
- There were no earned lunches provided for students this year as all meals were fully funded. In a regular year, we are happy to treat our lunch room helpers to a free meal. The kids show a sense of ownership in the lunch program when they participate on the service level.
- Due to constant changes in regulations requiring larger portions and additional fruits and vegetable, School Foods has been experiencing an increase in funds spent on supplies. Additionally, there has been a sharp increase in prices for food. Despite this, School Foods ended this year with no need for a transfer from the General Fund to acquire a positive balance. In recognition of the economic hardships many schools are facing, the Seamless Summer Option Program offered increased reimbursement rates. The additional assistance was greatly needed! We will continue to creatively work to hopefully reach a positive balance at the end of next school year.

School Closure

- School closures were at a minimum this year as students were able to attend in person.
- The same meals served in school were offered to students out of school whenever necessary. This includes students with disabilities who need meals served at home.

A La Carte

- Statistics show that our a la carte choices have proven successful with a profit of \$9760.15 between both secondary schools. Although our profits were substantially less than in the past, we still consider our a la carte program to have been successful considering that all meals were free. The A La Carte items purchased were in addition to the free meal that each student was entitled to.
- Our a la carte choices at both meals reflect nutritious, healthy products aimed at providing students with good alternatives to our reimbursable line.
- The new federal mandates from the Healthy, Hunger-Free Child Nutrition Act continue to provide us with more and different challenges as far as portions, required foods, nutrition, serving style and budgeting for the increases. The regulations were slightly relaxed mid-year after much public comment but we chose to proceed with caution. The A La Carte program has seen the most changes over the last two years. There are further policies coming for all food entities within the school district including vending, concessions, fundraisers and classroom activities. School Foods will continue to strive to meet all of these requirements as economically as possible.
- In an effort to meet new government requirements, our a la carte menu has gone through several transitions in the last 2 years. We are now required to maintain the same nutritional standards in the a la carte line that are implemented in the main lunch line. We anticipate a drop in profit for subsequent school years due to predicted changes. We are working hard to find snacks within these guidelines that the students will find as appealing as the previous menu items.

CATERING

- The value in dollars from the catering facet of our operation this year was amounted to \$5285.80. This was an increase of \$3485.80 from last year! Many of the events that we have traditionally catered returned to us this year.
- This year, School Foods continued to only charge the cost for materials for any catering events paid for out of student activity accounts or other district accounts. In the past catering fees were applied to these entities.
- We served various divisions of the school district at staff meetings, special events, student functions, and fundraisers. We also assisted student activities and classroom teachers by ordering and/or furnishing food and supplies for their events.

EQUIPMENT

- The care, upkeep and replacement of equipment are an ongoing challenge in our daily routine. With the assistance of our maintenance department we are generally able to keep abreast of the minor repairs to equipment that we need to operate and use local professionals as situations arise. During this school year, were able to keep our equipment costs to a minimum by only purchasing replacement parts for our hot carts and other various small ticket items. These purchases were much needed and raised the efficiency level of operations. This year, we replaced many small kitchenware items in all of the schools. In the past, our staff members were working with defective items or simply lacking needed implements.
- School Food received a grant for \$5000 from the No Kid Hungry Program. We used the money to purchase a much needed 3 door reach in freezer. This freezer has allowed for better monitoring of inventory and storage of delicate baked goods.
- Infinite Campus remains as our accounting and application processing program. 2 years ago we upgraded all of the School Food Service POS terminals. Next year we will need to change many of our processes to accommodate a 2.0 version of Infinite Campus that will be implemented in the Food Service portion.
- Infinite Campus provides the integration of information that our families and staff need to access meal accounts, streamline application processing, and make reporting reimbursement claims easier. The online payment feature, and the automatic messaging system, assists families in keeping their meal accounts current.

EDUCATION

- Regular opportunities for reaching students and parents come in the form of the monthly menus, K-8 newsletters, posters, radio, community television and our district website. Our technology department is always improving the opportunities for families to keep in touch with their students' activities via the electronic media.
- School Food Service will continue to promote the message that nutrition is closely linked to student performance and behavior. The preventive method of teaching and modeling good nutrition habits could be far more effective in improving performance and behavior than dealing with poor results in both areas.
- Through creative promotion and marketing of our program and its benefits, we hope, with the help of our classroom educators, that students can build healthy lifetime habits for good nutrition and physical activity. Food can be fun!

SAFETY

- This year, all Food Service employees completed the continuing education hours required of them by OPI. Employees with a contract of 19 hours or less per week, must complete 4 hours of continuing education. Staff members with a contract of 20 hours or more per week must complete 6 hours of continuing education. Thankfully, the MSU Extension Agency hired a new employee to replace Denise Sielstad. Because of this, the Agency was able to offer us our own private 4 Hour Serve Safe Class. In the Spring, the Agency also provided an ethnic cooking class for the employees who needed 6 hours of

continuing ed. These events occurred after shift hours for many of our employees. The commitment our staff showed to the health and safety of our program by participating in these after hour classes should be commended.

- This training was tracked and paid on an hourly basis. Each employee was responsible to attend the courses required of them. If they chose not to participate in the offered classes, they had the option to arrange and pay for their own continuing ed.
- The level of employee participation showed the Safe Schools training to be a success for our employees both financially and educationally.
- As a result of employee training and education, School Food Service, again, received sanitation inspections (as required by the HACCP policy) at our kitchens without any “findings”.

PERSONNEL

- This year we are left with seven open positions to be filled for next year. We are working hard to replace these positions over the summer break. The intent is to have a full staff to begin the 2022-2023 school year. Advertisements for positions are being reviewed to, hopefully, find ways to market School Food as an employer. At the end of this year, a flyer was sent home with all students advertising District employment opportunities. We have an excellent community in our staff and are fortunate to be provided with benefits and fair wages.
- Our loyal and committed staff does an excellent job of training new people. The result is that our operation functions at a top level of efficiency.

Facing challenges with new regulations, pandemics, and whatever is put in front of us, our goal at School Food Service remains the same. We will always do our best to feed the students of Lewistown Public Schools. With the assistance of the Board, staff, and students, we will work to enable our students to be the best that they can be.

Amie Friesen, Director

*“We serve education everyday.”
We think food because kids can't think without it!*

SCHOOL FOOD SERVICE

BREAKFAST PARTICIPATION DATA

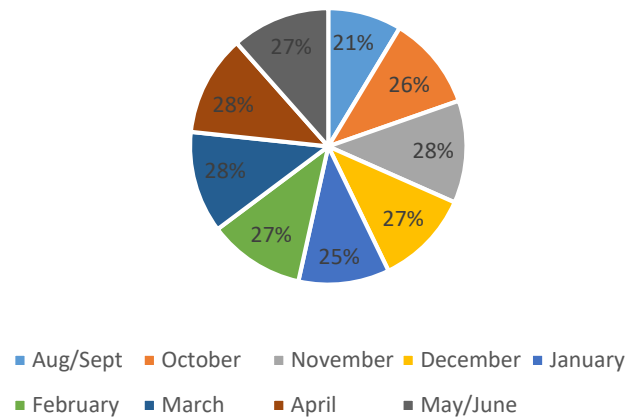
2021-2022

SITE: District Summary

MONTH	STUDENT							ADULT			TOTAL	# DAYS
	PAID	FREE	REDUCED	SNP	SUM	SSO	TOTAL	EARNED	PAID	SUBTOT	ST+AD	
Aug/Sept	0	0	0	0	0	6428	6428	1	1	2	6430	26
October	0	0	0	0	0	5986	5986	15	2	17	6003	19
November	0	0	0	0	0	6240	6240	18	0	18	6258	18
December	0	0	0	0	0	5162	5162	10	1	11	5173	16
January	0	0	0	0	0	6190	6190	0	0	0	6190	20
February	0	0	0	0	0	5901	5901	0	3	3	5904	18
March	0	0	0	0	0	7274	7274	0	2	2	7276	21
April	0	0	0	0	0	6526	6526	1	2	3	6529	19
May/June	0	0	0	0	0	6371	6371	0	0	0	6371	19
TOTALS	0	0	0	0	0	56078	56078	45	11	56	56134	176

MONTH	AVE. ENROLL	AV DAILY PART.	% DAILY PART.
Aug/Sept	1205	247	21%
October	1205	315	26%
November	1217	347	28%
December	1214	323	27%
January	1223	310	25%
February	1221	328	27%
March	1225	346	28%
April	1227	343	28%
May/June	1224	335	27%
AVERAGES	1218	322	26%

Percent of Monthly Breakfast Participation



SCHOOL FOOD SERVICE

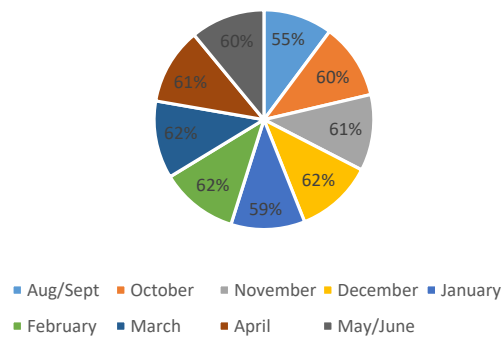
LUNCH PARTICIPATION DATA
2021-2022

SITE: District Summary

MONTH	STUDENT						ADULT			TOTAL	# DAYS	
	PAID	FREE	REDUCED	SNP	SUM	SSO	TOTAL	EARNED	PAID	SUBTOT		ST+AD
Aug/Sept	0	0	0	0	0	17340	17340	676	434	1110	18450	26
October	0	0	0	0	0	13840	13840	580	271	851	14691	19
November	0	0	0	0	0	13367	13367	707	272	979	14346	18
December	0	0	0	0	0	12044	12044	491	273	764	12808	16
January	0	0	0	0	0	14481	14481	600	270	870	15351	20
February	0	0	0	0	0	13643	13643	566	292	858	14501	18
March	0	0	0	0	0	15978	15978	669	329	998	16976	21
April	0	0	0	0	0	14300	14300	583	259	842	15142	19
May/June	0	0	0	0	0	13861	13861	491	214	705	14566	19
TOTALS	0	0	0	0	0	128854	128854	5363	2614	7977	136831	176

MONTH	AVE. ENROLL	AV DAILY PART.	% DAILY PART.
Aug/Sept	1205	667	55%
October	1205	728	60%
November	1217	743	61%
December	1214	753	62%
January	1223	724	59%
February	1221	758	62%
March	1225	761	62%
April	1227	753	61%
May/June	1224	730	60%
AVERAGE	1218	735	60%

Percent of Monthly Lunch Participatinon



SPECIAL EDUCATION

Chelsey Rogers

**ANNUAL REPORT
SPECIAL EDUCATION SERVICES IN LEWISTOWN
2021-22**

CHELSEY ROGERS, SPECIAL EDUCATION DIRECTOR

The Lewistown Public Schools continues its provision of services to children with disabilities, identified and served in compliance with IDEA, in the least restrictive environment, with age-appropriate peers and in home school settings to the greatest extent possible. The District strives to develop its programs and services to meet individual needs of students, empowering all educators in their support of children with special needs.

The following chart indicates the number of students with disabilities served in Special Education programs, Preschool through Grade 12, reported on the annual October Child Count, across the last nine years. These numbers reflect identified children directly served and case managed by Special Education teachers and/or related service providers. You will notice a slight increase in numbers for the 2021-22 school year.

NUMBER OF STUDENTS RECEIVING SPECIAL EDUCATION SERVICES

Year	Lewistown Elementary	Fergus High School	Total
2011-12	116	52	168
2012-13	115	48	163
2013-14	124	45	169
2014-15	125	46	171
2015-16	132	52	184
2016-17	127	48	175
2017-18	132	49	181
2018-19	133	54	187
2019-20	117	49	166
2020-21	123	46	169
2021-22	120	54	174

Many issues relative to Special Education and services to students with exceptional needs touch the entire educational arena in the Lewistown Public Schools. Selected topics which interline with the District's 2021-2022 Goals and Strategic Objectives include the following:

Goal Area 1: Measurable Student Achievement

Strategic Objective – Multi-Tiered Systems of Support (MTSS): CMLRCC staff continue to provide support of MTSS teams throughout the Lewistown School District. This is to ensure interventions programs are in place to provide students the ability to achieve academic goals.

Strategic Objective – Intervention Programs: CMLRCC services providers were key supports in areas related to evaluation and intervention planning for students with autism, speech and language services, occupational therapy, and service to students with intensive emotional and behavioral needs. Occupational therapists through Rock Creek Teletherapy, and Speech Pathologists paired with district special education teachers to design collaborative IEP goals and interventions supported both during therapy sessions and throughout the week in classrooms, resulting in a higher level of intervention for students. CMLRCC continue to share their knowledge on Autism and are able to conduct the ADOS 2 screener which demonstrates success.

Strategic Objective – Graduation: Fergus High School collaborated with Vocational Rehabilitation and Blind Services to access Pre-ETS (Pre-Employment Transition Services) funding in support of vocational training for students with disabilities and, early in the fall, found this funding source to be available. Students were signed up to receive these services and funding was consistent throughout the school year. The high school continued its efforts to provide creative and flexible program design to meet individual student needs, and provided students real-life job opportunities and experiences in the Lewistown community. A job readiness curriculum was implemented with great success in order to prepare and provide students with real-life job opportunities during the school year.

Strategic Objective – Differentiated Instruction: CMLRCC staff continue to collaborate with special and general educators to support the individual needs of students with disabilities. This year brought many challenges and provoked a new mind-set in the way services are delivered. District staff and CMLRCC specialists, worked together to design, deliver, evaluate, and re-design service models for students with very high and unique disability-related needs.

Goal Area 2: Facilities

Strategic Objective – Planning: Space continues to be a critical issue as the district works to address the varying needs of students with disabilities. This includes both classroom space and space in which specialists may serve individuals and small groups.

Goal Area 3: Community/Parent Engagement

Strategic Objective – Parents/Social Media: CMLRCC service providers met with Case Managers and Administration to discuss student progress and student need. The CMLRCC team will continue to share newest information on an annual basis. In addition, the CMLRCC Director will continue to update CMLRCC websites as a tool for staff and the public who want to learn more about the Co-op.

Goal Area 4: Technology

Strategic Objective – Collaborating beyond the Classroom: This year CMLRCC has had to contract out for Occupational Therapy services. This is an agency out of Billings. Teletherapy services require an E-helper whose role is to help with technology and ensure the students have the correct materials to complete lessons created by the OT. Each school has provided adequate technology to ensure our students receive the services we are obligated to provide.

Strategic Objective – Staff Development: CMLRCC related service providers use a wide range of teaching tools and support students and staff in assistive technology devices, transferring their skills and knowledge to others in support of children in the district.

Goal Area 5: Highly Qualified Staff

Strategic Objective – Professional Development: In response to district needs, professional development activities were designed to support teaching, paraprofessional, and administrative staff. MANDT training was offered two times in person which accommodated all staff certifications. This training provides skills for individuals supporting students with challenging behavioral needs. Also, a training was conducted focusing on Functional Behavior Strategies, ADHD Self-Regulation, Communication, and the Rapport Building Process. In addition, all Case Managers were trained in the Special Education process and current legal issues through the Office of Public Instruction.

Central Montana Learning Resource Center Cooperative continues to advertise for vacant positions.

Goal Area 6: Fiscal Management/Responsibility

Strategic Objective – The Cooperative remains financially stable. We continue to provide Special Education Service to students who qualify.

Strategic Objective – Cooperative Efforts: The Cooperative continues to work with outlying rural areas to make the best use of limited resources for supporting special education programs and the needs of educators serving those programs.

If I can help with any further information regarding Lewistown's Special Education programs, feel free to call me at the CMLRCC, 535-9012 ext. 1122.

TECHNOLOGY

Scott Baldwin

Technology 2021-2022 Annual Report

- Scott Baldwin, Technology Director
- John Jensen, Regional Technology Coordinator
- Zabrea Fiscus, Technology Support Specialist
- Joshua Day, Technology Support Specialist
- Ben Richards, Technology Support Specialist
- Curtis Sibbett, Technology Support Specialist



June 14, 2022

Lewistown School District – Scott Baldwin

This year has been very busy for myself and the technology department. Due to the COVID-19 pandemic the Lewistown Technology Department has had to make some drastic changes in how we provide technology to our students. This included preparing Chromebooks for deployment to students and staff who continue to utilize them in their day to day teaching.

The Tech department with ESSER funding has also been replacing staff and student laptops and desktops to help facilitate distance learning and updating devices for the potential of future distance learning if the need should arise. This includes 20 new laptops, 60 desktop computers, and 120 new monitors. As you can see the Tech department like many other school departments has been very busy this year.

Curtis Sibbett has decided to move on to new opportunities at the end of his contract. He has been a valued employee and will be missed. We posted his position and have had only 1 application for this position. We are continuing to keep this position open and hope to have more applicants in the near future.

META: We have been blessed with being part of META (Montana Educational Technologists Association) with over 170 members state wide. We have been able to use this network of Techs to look for ideas and products needed to switch from traditional brick and mortar classrooms to online education in case of further school closures. Over the past year Zabrea Fiscus and Josh Day have been co-coordinators for the Central Montana region and with these positions have been able to shape and provide guidance in how the organization works with other schools in implementing technology for students in the state.

Mitel Phone System: The Tech department is now tasked with the upkeep and maintenance of this system including all phones, specialized phone switches and a dedicated phone server providing the phone messaging system and background operations. This system allows direct dialing to all other extensions throughout the Lewistown school district and has been a much needed addition to the school district.

Website: The District's web site continues to be a source of district-wide information including:

- Academic, Activity, and Lunch Calendars
- General Academic Information And News
- School Board Meeting Agendas
- Detailed Course Syllabi
- A Variety of Resources Dealing With Technology
- Student Created Web Projects
- Administrative Features, Including Online Forms For Requesting The Use Of School Vehicles

Kristen Rutten, our IMC Tech worked with SchoolPointe over the last year to update the website and to add a community page for CMLRCC. School Point continues to help us with keeping our website ADA compliant. The site is still easily navigated by the community and will continue to be a valuable source of information and communication tool.

Infinite Campus: The software continues to be used as the District Student Information System. The system is completely web-based, and the site is secured through the use of an ID and PIN number. Students have individual accounts; parents may request an account that allows them to view information on all of their children from one login. Staff, parent, and student access is available from any internet connected computer. In addition to student records information, parents are able to pay for School Food fees online. With the addition of distance learning to the school environment and the added use of Google Classroom we were asked this year to look at software able to integrate Google Classroom with Infinite Campus. With Kim Wiegerts hard work this feature has been added and is now widely used in the district allowing teachers to post grades directly from Google to Infinite Campus.

ConnectWise Automate: We renewed our contract with ConnectWise again this year. We continue to utilize ConnectWise to update and track devices, and also as a ticketing system for all things technology in local schools and many of the Co-Op schools as well. This suite of software allows the Tech department to access and work with computers remotely saving time and money in travel as well as a ticketing system giving users another avenue to ask for technical assistance.

Email / Google Apps: We are still utilizing Google Apps for Education with what seems to be a great success. Google has become a very important aspect to our learning environment. Many of the teachers have used the Google classroom app to continue teaching students even after distance learning ended. G-Mail is being used for communications as well as assignment turn in and the Google Meets app has been used very frequently for real time video conferencing and allowing students and teachers the ability to have face to face interactions. The Google calendars app integrates easily with the District website and allows for easy sharing of information with the public and helping students check on assignment due dates. The Google docs component has been very beneficial in allowing teachers to collect assignments without the need to turn in the traditional paper homework. Students from grades 5-12 have accounts for use with Google apps and we are working on including grades 2-4 in case we are required to use some form of distance learning moving forward. Chromebooks are continuing to be a very important implementation throughout the district and are providing cost effective and easy to manage hardware for student access to learning.

Content Filtering: As required by the FCC for participation in E-rate, our District complies with CIPA, the Children's Internet Protection Act. We continue to filter and are implementing a more stringent SSL filter to further the efforts of protecting our students from harmful internet content. We have had to add an offsite filtering system to our content filter software suite. With Chromebooks being assigned on a one on one basis during the school we have signed a contract with Securly to provide filtering of content for students using devices outside of our school network. As well as providing content filtering, Securly provides live Self Harm and Bullying monitoring sending email to administrators as well as 24 hour a day live monitoring. For more information please check the following: https://www.securly.com/?utm_source=google&utm_medium=cpc&utm_campaign=brd&utm_term=securlycom&gclid=Cj0KCQjwirz3BRD_ARIsAImf7LNG80iL7P5PDgswME6aDd5TNCLXLy1jvGZI-B6fUURxJG-Scbm0cUoAp7NEALw_wcB

Technology Levy: Over the last year we have been able to use ESSER funding to replace a lot of our Chromebooks, laptops, and desktop computers. With this savings we hope to use the Tech Levy to sustain our technology computer and Chromebook rotation for several years.

Staff Training: We continue to take advantage of the wonderful opportunity provided to the technology department offered through Skillsets online. Skillsets has helped us to build our knowledge base and greatly improve what we can contribute to the school system. These classes are all technology oriented and include many

that are directly related to the hardware and software used throughout the school district.

Regional Technology Coordinator - John Jensen

My report this year will be short and sweet as I have been away from the office most of the year due to cancer treatments and low blood counts.

Josh Day has stepped up in my absence and done a good job in taking care of the day to day operations. He has stepped in and offered to the CMTC (Central Montana Technology Coop) members good sound advice in their technology needs. I thank Josh for stepping up in my absence.

I would also like to thank the rest of the tech department as well as Scott, for taking the reins while I fight this disease.

And an especially special thanks to Rebekah Rhoades. For someone as busy as she is, she never complained about the extra paperwork that I created with this cancer.

Looking forward to a better year as I am finishing up my treatment in Seattle, WA. I hope to be home by mid to late June with an eye on returning to normal.

Thank you for your time. Have a great summer.

Adventures in Technology - Zabrea Fiscus

This past year was somewhat back to normal in the technology department. We are no longer dealing with distance learning. What a blessing for everyone to be back in school. We have been just as busy as usual upgrading teacher and student computers. With the ESSER funds we received, it made a way for the school to purchase new desktops, laptops, and monitors. Teachers were so pleased to get new technology.

In Lewistown we have been quite busy with setting up the new computers. It actually takes a bit of time to reimage a computer, add all the software, and transfer teachers' data. We also went around to all the staff and replaced old monitors with new. We added new access points for better wifi coverage throughout the schools. We are getting ready to start construction on many of the schools and with that will be technology infrastructure. We will need to add more access points, and more wall ports. This will be a busy next few years as we work on those projects.

In the co-op schools we did a lot of maintenance. Updating, re-imaging, and cleaning computers and Chromebooks. Winifred is in the process of building a new school and adding a ton of technology. This project will be huge and it is just starting. We took on a new client in Harlowton. We now service the Harlowton Public Library. The rest of the schools were pretty quiet this year.

I have enjoyed the past year and look forward to the next. Technology is always changing and it teaches you something new every day. I love working with the teachers from all the schools and am excited to see what the next year brings. Thanks for letting me be a part of the team.

Highlights from the Region - Joshua Day

In the last year we have been implementing new management software for our colony schools, as well as for a couple of rural schools. The new software is cloud based and will help reduce the financial burden for technology management, while also increasing security in these schools. We are also working on putting Winifred

school's new network equipment in place and hope to finish it by this fall. We have added a new client to the co-op in the Harlowton Public Library. This has been an interesting project as the funding and requirements for the client are vastly different from a school setting. Moving forward we will strive to continue the transition to cloud based management in the rural schools, improving network infrastructure at the Harlowton Library, and becoming more familiar with new technology as it is implemented throughout our schools.

Highlights from the Region - Ben Richards

The 2021-2022 year was very exciting and enlightening for me as this was my first contract with the LPS Technology team. I'd like to thank everyone involved with giving me the opportunity to be part of this. This has been challenging yet rewarding. I've gotten to travel to many different locations and meet new people with different levels of experience. It is my pleasure to assist in any way possible in this field and there are plenty of chances for that. I hope to improve myself enough to become an integral part of this department.

Some of the duties and responsibilities that I've been taking care of were. Chromebook enrolment and maintenance along with, monitoring and learning the ins and outs of the Google Admin Suite. Apple products will always be a part of education whether we like it or not so I've had the opportunity to get Macbooks connected to printers and Ipads deployed with the right apps for the right students. Teachers have many different ways to display media these days and I've gotten to troubleshoot many different environments from Smartboards, Prometheans, projectors, to VHS, etc. I'm learning new things every day and it's constantly a different adventure where adaptation is key. I hope to continue with my personal improvement and start getting deeper into the more intricate side of things. Again, thank you, this is a wonderful opportunity.

Highlights from the Region - Curtis Sibbett

The 2021-2022 school year has proven to be interesting in seeing how schools here and in the coop will operate post coronavirus. The reliance on Chromebook and Google has provided me with a great opportunity for learning and growth. The replacement of many old machines and the upgrade to new monitors has also provided an invaluable opportunity to meet with and build trust and a working relationship with many coworkers and staff. This working relationship will also help better provide for the teachers by knowing more about what they are looking to do and accomplish so that we can better meet their needs.

Working in the Technology coop has also helped show possibilities and other viewpoints to allow us more flexibility and experience when tackling issues. With looking at new ways of mass deployment with Smart deploy to basic day to day operations from people with different viewpoints and ideas. These experiences will be very beneficial for the immediate and long term future. The opportunity to learn more and be hands-on with VPN using PfSense and running into problems that can only ever be seen with such a large quantity of products is a wonder in itself.

This is truly one of the most amazing places I have ever had the honor of working at.

TITLE I

Thom Peck

Lewistown Public Schools is a Schoolwide Title I District based on our Free/Reduced Lunch Numbers. 42% of all our students are on Free/Reduced, therefore, we qualify for Schoolwide Title I funding. LPS has been Schoolwide since 2010. This is a big deal because it provides additional funding because it is based on our entire enrollment and not just targeted students. Title I is the largest Federal education program under the ESEA. Montana received approximately \$54,000,000 for school year 2022-23. The purpose of Title I is to provide funding for children who have poor grades, struggling to meet State Academic Standards, especially in Reading and Math. Title I provides funding for extra help or supplemental services, supplies and professional development opportunities for teachers to better reach these students. Therefore, as a Schoolwide Title I program, LPS is committed to providing an educational program for ALL students and funding is allocated across the whole school or district.

The major aspects of the required components of a schoolwide program that staff must focus on include:

- Schoolwide reform strategies based on scientific research that strengthen the core academic program, increase the amount and quality of learning, time and include strategies to address the needs of low achieving students. This is where our Title I teachers at each school come in as the pull out kids who may be struggling and they use different strategies in a small group setting to help these students.
- High quality, on-going professional development based on scientifically-based research for staff. Our on-going professional development is used for ALL teachers and paraprofessionals, not just Title I staff.
- Measures to include teachers in the decisions regarding the use of data from various state-wide assessments and other locally determined assessments to improve the achievement of individual students within the overall instructional program i.e. Dibels, MAPS, Sonday, SuccessMaker and SBAC.
- Efforts to ensure that students who experience difficulty mastering the proficient or advanced levels of academic achievement are provided with effective assistance. This is where our MTSS program that identifies students as either Tier I, Tier II or Tier III applies.

A required priority of Title I schools is improved parent communications and parent involvement. There are specific forms and meeting requirements, including options parents may use inside or outside the District, to meet the needs of their children. Additional information may also be found in the student handbooks, on our website, and in the hanging school calendars provided by First Bank of Montana and Allied Steel. Every school begins the school year with a parent meeting in conjunction Open Houses or Parent Orientation meetings. Procedures ensuring all students, K-12 and their parents, receive a copy to sign our Title I Compact. The Compact is a mutual agreement between the student, teacher and parent to fulfill their roles in insuring learning.

Recent Changes – To my knowledge, LPS went through a Title I, Title II and Title IX Audit as part of the Every Student Succeeds Act (ESSA) that was enacted in 2015 and again in 2020. ESSA requires much more documentation and reporting requirements rather than Adequate Yearly Progress, (AYP) scores. The penalties for limited AYP have been eliminated but ESSA emphasizes each school/district improvement plans and progress. The audit was very extensive and thorough, involving evaluating 58 different areas in these three Title programs. We had four

areas that required corrective action that we needed to provide more parent communication (two different actions), Homeless Student identification, and a specific form that outlines our Test Accessibility Plan. We have made these corrective actions and continue to evaluate our program's troubled areas.

The Office of Public Instruction continues to use its Continuous School Improvement Plan (CSIP) for school reporting. The CSIP is very thorough and provides information for the Elementary District and the High School District, as well as, information on each school within the District. If you would like to see our CSIP, please let me know and I will provide that to you.

Professional Development – This is a big focus for any Title I program and we have stressed Standards Based Curriculum and Grading in previous years and we will continue for next 3 years. In addition, we are now an ALICE Organization Certified that trains staff on crisis situations and intruder strategies. Assessment and Instruction, especially with the drastic changes that COVID-19 created with distance learning/instruction, remain a huge focus for our Professional Development plans. We have had to work very hard with our teachers on best practices for virtual instruction. We learned that a common platform to use for communicating with students and parents is critical. Therefore, we have chosen Google Classroom Suite for the common platform. When it comes to teaching through videos and interacting with students – Screencastomatic will be the common platform. Professional Development is an ongoing process that strives to improve instruction in a constant curve.

Some other efforts that relate to our Title I program are:

- Credit Recovery – In 2020-21, Fergus High School began to use and continues to use Montana Digital Academy instead of Odyssey coursework for our Credit Recovery. This will provide a cost savings about \$8000 since Montana Digital Academy is much cheaper and supported by the Montana Legislature. Plus, Montana Digital Academy has proven to be much more successful. Credit Recovery is done in the summer and during the school year.
- For the first time LPS history, we offered a Summer Program in 2021 that first targeted those Tier 3 or Tier 2 students that showed some learning loss during the school year. It was a parent decision to enroll their children in the Summer Program which ran from June 7th and ran for four weeks until July 1st, Monday through Wednesday from 8:30 a.m. – 11:30 a.m. and Thursdays were for local educational field trips. We eventually expanded the Summer Program to any student. We had 25 students at Garfield, 35 students at Highland Park and 12 students at Lewis & Clark. The summer program had mixed results and we will not offer a summer program this year.
- We will continue our MTSS efforts and this is a program that staff, students and parents are very familiar with. The program is something that the educational community in Lewistown strongly believes in and has built a high level of trust. Finally, by continuing the MTSS program it is much easier to track students and to measure their progress. The program is funded through a grant that only 10 schools so far have received in Montana. The grant will run through the 2024-25 school year.
- We will also continue our MAP assessments for now grades 2-10 for reading and grades 2 - Algebra II for math. We found that there is a strong correlation between our

MAP scores and SBAC scores. In addition, MAP scores provide a great tool for progress monitoring or if we get a home school or transfer student, MAP gives us a good picture where that student measures up to their grade level. We will also continue Dibels testing in grades K-6 for Reading fluency and SuccessMaker Assessment for Grades 2-6 to progress monitor our students.

- LPS now is the sole “Leasee” of the Central Montana Education Center. Instead of just MSU-Northern occupying the building we now have the University of Providence, and Job Service. Diane Oldenburg has retired from the UP Coordinator but Vicki Plagenz, who lives in Lewistown, is the Director of Nursing for UP, including the campus in Great Falls. We hope to bring in Dawson Community College and the MSU-Great Falls Vocational College to provide more opportunities for Career Readiness Skills, Certification type programs and eventually, Apprenticeship and Internship Opportunities for young adults in Central Montana, as well as, FHS Juniors and Seniors. This building is the most under-utilized building in our District. We hope once the Central Kitchen moves to Lewis & Clark, the Lincoln Building and the other educational entities will be able to move to the Education Center. This will save the District a significant amount of money in the upcoming years.

TRANSPORTATION

Rob Odermann

Annual School Report
Transportation Department 2021-2022

June 9, 2022

During the 2021-2022 school year we traveled **95,767** miles in yellow buses and **67,440** miles in our activity buses. This is a total of **163,207** student transport miles. These numbers are up from 85,876 in yellow buses, 39,083 in activity buses, and total of 124,959 from last year.

We provided transportation for a total of **183** out-of-town activity trips during 2021-2022, up from 129 the previous year. These trips included sports activities, various club activities, and a variety of other field trips from all grade levels.

This past year, the Transportation Department processed a combined **205** vehicle/bus requests, up from 86 last year. These requests included in-town bus activity trips as well as request for use of school district vehicles for a variety of out-of-town travel requests. They were generated from the LPS Staff Intranet and utilizing this on-line request system has proven effective and minimized errors.

We are on schedule to purchase one new 72 passenger yellow route bus this upcoming school year. We were able to purchase a 2015 MCI motor coach in April however after getting it home and removing an engine access panel inside the rear cargo compartment we found that the engine was abnormally rusty. We found out that the bus had been run in New Brunswick near the ocean air and salty roads. After working with the company we purchased it from they are allowing us to bring the bus back and exchange it for one that was run in Texas and has no rust for the same price. It is the same year with slightly more miles on it but will be a much more reliable and safer bus. We will be taking the bus to be exchanged at the end of June.

The Transportation Department continues to be responsible for the maintenance on thirteen yellow buses and five MCI activity buses, two driver education vehicles, seven maintenance vehicles, the 2 hot lunch vans, one transportation pickup and snowplow, four tech department vehicles and four fleet vehicles. We continued doing contracted maintenance on the Council on Aging buses and ten CMLRCC vehicles.

We hired two new route drivers, two substitute route drivers and one Activity bus driver this year. We will have one route driver take a year off and remain a substitute driver so that he can have three needed surgeries in a row and then will return as a route driver the following year. We also did not renew one route driver contract. We will looking to hire another route driver before school starts in the fall.

Sadly, Gary Distad, who retired last year, lost his battle with pancreatic cancer and passed away in November.

Our group of drivers continues to focus on the mission statement of the transportation department, which is, being **dedicated to the safe transportation of students in a responsible and professional manner.**

The annual MAPT bus convention has been scheduled for June 22-24th where we will continue to receive more training. We already have a combined total of 549 training hours for our department which shows the dedication of our drivers to becoming safer and better bus drivers.

We had a couple minor accidents this year with no injuries but otherwise a safe and successful year in the Transportation Department. We are focusing our training to help all of our new drivers become safe and professional drivers and look forward to the 2022-2023 school year.

Respectfully,



Rob Odermann,
Transportation Director

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

13

ITEM TITLE: APPROVE FERGUS HIGH SCHOOL 2022-2023 STUDENT HANDBOOK

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

SUMMARY:

The Board of Trustees needs to approve the Fergus High School 2022-2023 Student Handbook. Chris Guglielmo, Fergus High School Principal, will inform the board of changes and information pertaining to the handbook.

SUGGESTED ACTION: Approve Fergus High School 2022-2023 Student Handbook

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

Fergus High School Handbook Changes for 2022-23

The handbook has been a difficult document to use as a reference because it was organized alphabetically by topic. Format changes were made in order to organize policies by common topics. The modifications and deletions of board policies that are references to the district website brought the handbook from 47 to 27 pages.

Below are the changes made to the language of the handbook:

Online Courses

New Language is italicized- Online courses taken through Montana Digital Academy or an approved program can be used for credit recovery or original credit under the approval of the administration. Online original credit opportunities will not be accepted if the course is offered in the Fergus High schedule. *The district will cover the cost of each course, but students who fail the course may be charged the cost of the course. A parent/student contract will be required before starting a course.*

Rationale: MTDA is funded on its success rate. A recent law was passed that school districts must cover the cost of the course. To increase the success rate of our students with MTDA courses there needs to be an incentive to succeed.

Enrollment Requirements

Old Language - page 6 - Freshman, Sophomores, Juniors, & Seniors are expected to carry at least six courses for credit and one study hall per semester, or seven classes per semester.

New Language - pages 1 & 2 - Requirements stay the same for freshman and sophomores. Juniors can enroll in 6 or 7 classes for credit per semester and seniors in 5 to 7.

Rationale: The first goal for this change is to allow students who are on target for graduation to be involved in work experience or internships. It's also a way to reward students who have done the work to complete the necessary credits during their freshman and sophomore years.

The second goal is for financial reasons. Allowing students in upper grades to enroll in fewer “in building” classes will open space in elective classes to accommodate the increasing enrollments in the freshman and sophomore classes without increasing staff. It also cuts the number of juniors and seniors enrolled in study hall, thus allowing a decrease in staffing.

Attendance Policy

Old Language - pages 12 - 15: Wording was lengthy

New Language - pages 6 & 7 - Policy is more concise and provides various solutions to meet the unique circumstances of each student. Also brought back language regarding letters being sent home to parents.

Rationale: The goal of the change in language is to find a resolution for attendance issues before they become excessive.

Dress Code

Old Language - page 8: *Head Coverings:* Hats, stocking caps, bandanas, or any other non-religious type of head covering may not be worn during time class is in session or when passing from class to class. Students may wear hats before school until the bell for first period, in between bells during the lunch hour, and after the final bell of the school day. All students in the building during school hours shall comply with these rules.

New Language - page 8 - *Head Coverings:* Hats, stocking caps, bandanas, or any other non-religious type of head covering may be worn during passing periods. Students may wear hats in the classroom with

permission from that classroom teacher. A student must comply without complaint or delay when asked to remove a hat in a classroom.

Rationale: This policy wasn't being enforced consistently and relaxed when we were enforcing the mask mandates. Our goal is to facilitate positive relationships with students and the no hat mandate led to unnecessary confrontations. During the 2021-22 school year we followed the new language and a majority of the students respected the requirements of individual teachers.

Discipline Policies

Old Language - page 14 - 25: Not organized and difficult to reference.

New Language - pages 11 & 12 - Policy is more concise and provides various solutions to meet the unique circumstances of each student.

Rationale: In reviewing the handbooks of a number of different schools we noticed that most policies referenced a variety of disciplinary measures. The key to a good discipline policy is in documentation and communication, and not detailed, one size fits all, procedures.

Fergus High School

Golden Eagles



Student/Parent Handbook 2022-2023

Fergus High Vision Statement

The staff at Fergus High School, along with parents and community members, recognizes their critical role in providing educational opportunities for all students. They are dedicated to establishing and maintaining a safe environment which fosters a positive attitude and a commitment to excellence. As a result, all students at Fergus will be challenged to develop their social, personal, and academic talents to the fullest extent possible. Particular emphasis will be placed on those skills which are necessary in order to become a happy, productive and contributing citizen of the 21st century.

Fergus High Mission Statement

The mission of Fergus High School is to challenge and prepare students to become enthusiastic lifelong learners, problem solvers and contributing members of society. Our students will be empowered to make a living, make a life, and make a difference.

Be A Graduate

Get involved
Attend school
Be a positive role model
Represent FHS with pride
Plan for your future - set goals

SOAR Expectations

Safe

1. Respect others and their personal space
2. Know safety routines and procedures
3. Drive responsibly
4. Practice healthy relationships

Organized

1. Be on time and prepared for class
2. Be ready to learn
3. Take pride in your school - clean up after yourself
4. Meet expectations of each class
5. Be accountable for your academics - check IC regularly

Accepting

1. Use kind words
2. Have an open mind and use it
3. Treat others the way you want to be treated
4. Accept diversity and the unique differences of others

Responsible

1. Respect others right to learn
2. Take responsibility for your actions - show integrity
3. Use all technology appropriately
4. Resolve conflicts with maturity

Release of “Directory Information”

Regarding student records, federal law requires that ‘directory information’ on my child may be released by the District to those who request it unless I object in writing to the release of any or all of this information. This objection must be filed within ten school days of the time this handbook was given to my child. Directory information ordinarily includes the student’s name, address, telephone number, date and place of birth, participation in officially recognized activities and sports, weight and height of members of athletic teams, photographs, dates of attendance, awards received in school, and most recent previous school attended. For further details on our Directory information policies please look at Student Records in the Codebook

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Lewistown School District Policy

Throughout the student handbook Lewistown School District policy is referenced. Occasionally there may be changes of policy as outlined in this handbook. These changes will be posted on the hallway bulletin boards and school website with an effective date included. Thereafter, it will be the responsibility of the student to abide by the new policy. Policies can be found on the district website: <https://www.lewistown.k12.mt.us>

Section 1 - Academic and Admission Policies

ADMISSION OF OVER-AGE & NON-RESIDENT STUDENTS

Students who are 19 years or older at the time of enrollment (or who will be 19 before the start of school), or who are non-residents will be admitted on a discretionary basis as per the school district policy. **The District will not assign or admit any child who has reached his/her nineteenth (19th) birthday prior to September 10th of the year in which the child is to enroll.**

CREDIT TRANSFER/ASSESSMENT FOR PLACEMENT

Requests for transfer of credit and/or grade placement from any non-accredited, non-public school shall be subject to examination and approval before being accepted by the Lewistown Public Schools in accordance with **Board Policies 2413 & 3110**. This shall be done by the school counselor and principal; or, in the case of home schools, by a credit evaluation committee. The committee will consist of a counselor, a staff member from each subject area in which credit is being requested, and the school principal. An official transcript or documentation must be submitted.

WITHDRAWAL PROCEDURES

Students moving out of the district or dropping from school should withdraw from classes and activities unless special permission is obtained from the principal. FHS expects:

1. Parents come to the school to sign withdrawal papers.
2. Students start withdrawal procedures in the Principal's Office.
3. All books are to be cleared from the locker. All accounts and fines must also be cleared up.
4. Students take the withdrawal papers to all identified teachers and offices for signature, and return the papers to the Principal's Office.

GRADE LEVEL REQUIREMENTS

Students are placed into grade levels according to the number of high school credits they have earned. In order to move from one grade level to the next a student must have the following number of credits at the beginning of the school year:

- **Freshman** - entering with no credits
- **Sophomores** - must have earned a minimum of three credits
- **Juniors** - must have earned a minimum of nine credits
- **Seniors** - must have earned fifteen or more credits

ENROLLMENT REQUIREMENTS

Freshman - Must be enrolled in 7 classes for credit per semester (6 if you qualify for study hall)

1. Science
2. Math
3. English
4. PE/ Health
5. 2 electives and 1 study hall or 3 electives

Total: 7 credit classes per semester (6 if you qualify for study hall)

Sophomores - Must be enrolled in 7 classes for credit per semester (6 if you qualify for study hall)

1. Science
2. Math
3. English
4. World History
5. PE/Health
6. 1 elective and 1 study hall or 2 electives

Total: 7 credit classes per semester (6 if you qualify for study hall)

Juniors - Must Have a Minimum of 6 Classes for credit per semester

1. Science
2. Math
3. English
4. American History
5. Three elective classes - may have only one of the following:
 - a. Teacher Assistant
 - b. Vocational Work Experience (limited to one period)
 - c. Study Hall (not for credit)
6. Credit recovery classes do not count towards the minimum of 6 credits classes per semester

Total 6 -7 credits

Seniors - Must Have a Minimum of 5 Classes for credit per semester

1. English
2. US Government
3. At least three elective classes for credit.
 - a. Teachers' Assistant, Vocational Work Experience, Internship or Apprenticeship - Only one credit can count towards the 5 credit minimum
4. The 5 credit minimum per semester guidelines
 - a. Only applies to seniors who have earned 18 credits before the beginning of their senior year
 - b. Credit recovery classes do not count towards the minimum of 5 credits classes per semester

Total 5 -7 credits

GRADUATION REQUIREMENTS

Fergus High School students shall be expected to earn a total of twenty-two (22) units in order to complete graduation requirements (**LPS Policy 2410P**). Special education students who have successfully completed their IEP leading to completion of high school will be awarded a diploma.

Students must also meet the credit requirements of the Montana State Board of Education.

In order to participate in the Fergus High School Graduation Ceremony, graduating seniors must complete the following requirements:

1. **Mathematics - 3 credits** One (1) credit may be a crossover credit (accounting or business math taken during junior or senior year)
2. **Science - 3 credits** One (1) credit may be a crossover credit (1 year of Anatomy & Physiology/Veterinary Science taken during junior or senior year = 1 crossover credit).
3. **Social Science - 3 credits** World History or AP World History - sophomores, American History - juniors, and US Government or AP Government - seniors
4. **English - 4 credits**
5. **Health Enhancement - 2 credits** (Required for Freshmen and Sophomores)
6. **Fine Arts - 1 credit** Band, Choir, Art or Drama
7. **Career and Technical Education - 1 credit** Agriculture, Business, Computers, or Family and Consumer Sciences.

Additional Graduation Requirements

1. Each student must build their schedule around the 17 required courses at Fergus High School.
2. Each student shall have been in attendance in grades nine through twelve in an accredited junior and/or senior high school for no fewer than eight full semesters.

HONORS CURRICULUM

A student desiring to graduate with honors must meet all FHS graduation requirements as well as the following requirements:

1. Meet all College Prep requirements of the Montana University System
2. Complete four science classes (no crossover classes)
3. Complete four math classes (no crossover classes)
4. Complete two years of a foreign language
5. Complete two AP or two dual credit courses
 - a. An AP class (one) may be substituted by a major from the area of Career and Technical Education (CTE) or Performing Arts. In order for substitution of an AP class to take place a student must complete four years in one of the following areas: agriculture education, band, business, choir, family and consumer sciences, or Spanish.
 - b. Substitution of an AP class is only allowed in academic areas that do not offer an AP option.
 - c. No crossover credits will be allowed. For example: a student must take four years of band; the substitution would not be allowed if he/she took two years of band and two years of choir.
 - d. Students may use independent courses as approved by the Academic Committee and Principal. Independent courses do not include credit recovery situations for failing grades.
 - e. To uphold the integrity of the Honor's Curriculum, a student must keep his/her grades in good standing and maintain a cumulative GPA of no less than 3.0.

GRADING SCALE

When evaluating the academic efforts of students, instructors will use the District's marking system listed below:

A 93-100	C 73-76
A- 90-92	C- 70-72
B+ 87-89	D+ 67-69
B 83-86	D 63-67
B- 80-82	D- 60-62
C+ 77-79	F 59 and Below

VALEDICTORIAN AND SALUTATORIAN SELECTION

1. Consideration Criteria for Selection:
 - a. Students considered must be in attendance the second semester of their junior year and both semesters of their senior year. (Special circumstances will be reviewed by the administration.)
 - b. Students to be considered must complete the Honor's Curriculum.
2. Valedictorian or Salutatorian selections will be based on student grade point averages through the second semester of their senior year.
3. Should a tie between students occur with grade point averages, the following system will be used in making Valedictorian and Salutatorian selections:
 - a. Meet the Honor's Curriculum requirements
 - b. A combination of four AP/Dual credit classes, offered by Fergus High School Staff. Substitution will be allowed as listed in the Honor's Curriculum.
 - c. Received at least 26 credits
 - d. If each potential candidate meets the above criteria, a tie will be declared.
4. **If none of the Valedictorian and Salutatorian candidates meet the above criteria, an academic committee will be formed and the following criteria will be used to determine the selections.**
 - a. The number of credits earned from Advanced Placement/Dual Credit Courses
 - b. Total number of credits earned in core classes selected by the NCAA for eligibility purposes, or as

- approved by the committee
- c. Quarter grade point averages earned in core classes selected by the NCAA for eligibility purposes, or as approved by the committee
- 5. Online/Correspondence Coursework – Maintain current level of correspondence course-work as specified in graduation requirements (1.5 credits are allowed starting with the Junior year)
- 6. Appeals of individual portions of these policies are to be addressed to the academic committee as a whole
- 7. If two or more students tie for Valedictorian, no Salutatorian will be recognized.

NCAA CLEARINGHOUSE ELIGIBILITY

Contact a counselor for a list of NCAA course requirements.

DUAL ENROLLMENT

Dual Credit--Dual credit allows high school students to simultaneously earn credit toward both a high school diploma and college coursework that can lead to a post-secondary degree or certificate, or toward transfer to another college. The primary purpose of offering dual credit courses is to deliver high-quality, introductory, college level courses to high school students. Lewistown Public Schools have a dual credit partnership with the Montana University System. Students interested in dual credit opportunities must meet with their building administration to determine available options. Students should be aware of Montana High School Association's on-campus attendance eligibility requirements for activity participation. A request must be completed through the counseling center or with the specific dual credit teacher.

ONLINE COURSES

Online courses taken through Montana Digital Academy or an approved program can be used for credit recovery or original credit under the approval of the administration. Online original credit opportunities will not be accepted if the course is offered in the Fergus High schedule. The district will cover the cost of each course, but students who fail the course will be charged. A parent/student contract will be required before starting a course.

DROP/ADD PROCEDURES

Student requests to drop and/or add classes will be considered at the beginning of each semester for five (5) days. Students in grades 9-10-11 must still be scheduled into 6 credited classes; students in grade 12 must be scheduled in at least 5 credited classes. Courses dropped within the first five weeks of the semester will not be reflected on a transcript. However, if a course is dropped after the fifth week, the transcript will reflect a "W/F" (withdrawal fail) and will impact the student's GPA. Counselors are not permitted to add a class to a student's schedule after the first full day of instruction without administrator's approval.

HiSET OPTION PROGRAM

The Montana Office of Public Instruction has provided the HiSET Option Program as an additional means of meeting their requirements for a high school diploma. Fergus High School offered the HiSET Option Program to seniors starting in the spring of 2019. The following criteria must be met in order to qualify for this program:

1. No less than 11.5 credits and no more than 18.5 credits at the beginning of the second semester of senior year
2. Has not had a break in enrollment at Fergus High School
3. Has maintained a minimum of an 80% attendance rate this year
4. Has not had a behavior issue this school year
5. Is passing English 12 and Government
6. Is maintaining a good academic standing throughout the senior year
7. Is demonstrating a commitment to graduate
8. Pass all five HiSET exams with an accumulated score of 45 and having no single test score lower than 8.

Successful completion of the HiSET Option Program would allow students to graduate with their class and earn a regular Fergus High School diploma. The HiSET Option Program takes commitment and is for those students who have a desire to put past mistakes behind them and work hard to make the best of a second chance. An outline of the program requirements can be obtained from a counselor or administrator.

ZERO HOUR / AM COURSES

Because of the popularity of morning classes, students must have a history of successful attendance to their first period class and maintain 90% attendance throughout the semester. Zero hour courses count toward the minimum required number of courses.

FINAL EXAMS (SEMESTER TESTS)

Students will take final exams in all classes both semesters. Exams, whether written or project based, will be taken during the scheduled time and date. A student who does not take a semester final exam because of illness or approved delay will be allowed to take a makeup exam within an approved timeframe. Failure to make up an exam within the designated time period will result in a zero (0) being recorded for the semester final exam. Final exams carry 10% weight in calculating final grade for the course. The testing schedule will be announced prior to testing times.

MAKEUP WORK

Makeup work for excused absences is counted at full value at a rate of two school days for the first day missed and one day for each missed day thereafter. Students wishing extensions on the time limit may request directly to the teacher. If the absence was prearranged, the student needs to inform their teachers prior to the absence. The principal will hear appeals if they are requested.

INCOMPLETES

Occasionally, a student may not have completed class requirements at the end of a quarter. Students are responsible to make arrangements with teachers to complete all unfinished assignments. Unless principal permission is allowed for an extension, incompletes will be made up and the grade turned in to the office by the end of the second week following completion of the grading term.

ACADEMIC INTEGRITY

Cheating, whether inside or outside the classroom setting, is unethical and unacceptable. Faculty members are responsible for providing academic expectations. You are responsible for the honest response to these expectations. Students who share their work with others as well as those who misrepresent the work of others as their own, may be considered to be cheating.

In cases of cheating, appropriate disciplinary action will be taken. These guidelines will be followed.

1. Students cheating on tests or assignments will receive a zero for the test or assignment in question.
2. Parents of students who cheat will be notified by the teacher.
3. A discipline referral is to be filled out by the teacher and turned into the office. A copy will then be sent home.
4. National Honor Society members who are caught cheating are subject to the rules of the National Honor Society. The NHS advisor is to be notified of the offense by the teacher involved and the administration.
5. Additional consequences may result in loss of credit or removal from class and a possible suspension.

DRIVER EDUCATION INFORMATION

Semester Sessions:

The program offerings include two separate sessions: one during first semester and one during second semester. Each of these sessions will accommodate eighteen students. To qualify for the semester sessions, a student must be fully enrolled at Fergus High School, and must be 14 and one half years of age or older when the session begins. Students, who are enrolled in one of the semester sessions, will have 44 classroom meetings during the zero period (6:45-7:45 a.m.). Their six behind-the-wheel driving times will be scheduled after school from 3:45-6:45 p.m. This schedule will be in place over the entire semester.

Summer Session:

There will also be a summer session of Driver Education offered in May, June, or July that will serve a larger number of students, pending available staff. To qualify for the summer session, a student must be 14 and one half years of age or older by the time the session begins. Any age-eligible student in the Lewistown School District's

geographical jurisdiction will have an opportunity to enroll in the summer program.

Fees and Registration:

Regardless of the session they participate in, all students will pay a \$320 fee. Registration cards will be filled out and signed by a parent or legal guardian at a mandatory meeting prior to the beginning of class.

Attendance and behavior policies for all Driver Education activities will be strictly adhered to by students enrolled in any of the three sessions. All sessions will be contingent upon an adequate number of students enrolling to cover District costs to operate the program. Contact the Fergus High School Office at 535-2321 to register.

EAGLE RENAISSANCE PROGRAM

The Eagle Renaissance Program was initiated in the 1992-1993 school year specifically to improve the overall attitudes and achievement for our students, staff and community. Since that initial start, the National Renaissance Education foundation has served as our contact agency for direction in overall program implementation and annual program improvement. The foundation's model calls for community effort as a way of helping students achieve excellence in learning. As per the guidelines set forth in the original program development, Eagle Renaissance borrows the incentive/reward system used by the world of business and industry, which emphasizes academic excellence, motivation, and school pride. The program is built through the use of building-level and community-based programs of incentive and recognition.

The Eagle Renaissance Program includes:

1. Setting an expectation for achievement while stressing a good attitude.
2. Providing incentives and rewards that build self-esteem and satisfaction with self and school.
3. Spotlighting scholastic achievement and improvement while emphasizing appropriate student behavior and responsibility.
4. Recognizing and rewarding students, teachers and community members for positive performance and promoting school pride.

Section 2 - Attendance

ATTENDANCE PHILOSOPHY

Fergus High School is committed to the philosophy that every student should attend every class, every day. Regular attendance and promptness are expected in all classes and are essential for success in school. Learning to participate in group discussions, developing an appreciation for the views and abilities of other students, and forming the habit of regular attendance are legitimate objectives for any course. Learning that is lost due to absence can never be adequately replaced. Our goal at Fergus High School is to help every student maintain a minimum of 90% attendance.

PROCEDURE FOR REPORTING AN ABSENCE

When a student is absent from school, the parent/guardian is required to contact the school (535-2321) to notify of the absence by 10:00 AM. If the school attendant cannot be reached, a voicemail message or electronic message is appropriate. If the parent/guardian does not call, an automatic dialer will notify parents of the absence. The student will have two (2) days to bring a note or have a parent/ guardian call to excuse the absence. Failure to confirm the absence within the two days will result in an unexcused absence.

CHECKOUT PROCEDURE

Any time a student leaves the building other than for lunch, honor pass, vocational work experience or after school, they must

1. Have permission from a parent/guardian **BEFORE** leaving the building.
2. Sign out at the office.
3. Failure to sign out, or return at the designated time, will result in an unexcused absence, even if the student has parental/guardian permission and a pass.

ADVANCED ASSIGNMENT AND PRIOR NOTIFICATION OF AN ABSENCE

In the case that a parent/guardian is aware of an upcoming absence, they are asked to contact the school in advance of the absence. Students will then contact their teachers to make arrangements for completing their assignments.

Many activities are held at Fergus High School that do not involve the participation of FHS students, Class C tournaments for example. If a Fergus High student plans to attend these types of activities, they must have parent permission and must complete the Advanced Assignment Request form one day prior to the proposed absence for these types of activities. Failure to complete this process one day prior to the absence will result in an unexcused absence.

ATTENDANCE AND ACTIVITY PARTICIPATION

Participants of school activities must be in school a minimum of one-half day preceding a contest or practice. Any exceptions to this policy must be cleared by the administration.

Students are expected to be in school the next day when involved in an activity trip during the week. Exceptions to this rule will be based on the time their activity bus returns to Fergus High School. Students riding activity buses which return AFTER 1:00 AM in the morning, during mid-week activities, are not required at school until the start of the second period. For any hour after 1:00 AM, one class period will be excused.

Example: 2:00 AM = start of third period, 3:00 AM = start of fourth period.

10-DAY ABSENCE POLICY

Ten (10) **non-school** related absences (excused and/or unexcused) per class period during a semester is considered excessive and will require a parent conference and possible attendance contract. Parents should notify the high school office to excuse a student's absence. If verification is not received within two days of the absence, the absence will be recorded as unexcused for the remainder of the semester. Automated calls to parents/guardians are sent out in the morning and afternoon when a student has been recorded as absent in two consecutive class periods. Parents/Guardians will be notified by letter when their student reaches seven (7) absences and again when they reach ten (10). Students will receive a zero for the daily assignment on days with an unexcused absence.

Possible Interventions to Address Excessive Absences:

1. Classroom teachers may contact the student's parents/guardian to express concern.
2. The classroom teacher and/or administration will conference with the student and may assign mandatory "make-up time" or detention.
3. Administration may initiate a conference with parents/guardians and students to discuss the issue, then other interventions as assigned (e.g. My Attendance Plan completed with counselor, Advisory teacher Check and Administration may assign "make-up-time," detention).
4. An attendance meeting initiated by administration that may include parents, students, counselors, teachers, case managers, parent liaison, coach/activity sponsor, probation, administration, and other staff as needed.
5. Students may be referred to the Student Assistance Team to identify further intervention options.
6. Student grades in the class with ten or more absences may be changed to "pass/fail". Having a grade changed to "pass/fail" due to an attendance policy violation may impact NHS membership and the ability to graduate with honors.
7. Students under 16 may be referred to the County Attorney for violation of compulsory attendance.

TARDIES

Students are expected to be in class before the bell rings. Any student reporting late to class, within TEN (10) minutes, will be considered tardy. After this time the student will be marked absent.

1. Students are allowed only 3 tardies per class, per semester. **All tardies are considered as unexcused.** We appreciate a call to let us know when a student will be late, but it does not exempt his/her tardiness.
2. Upon the fourth tardy, an office referral will be made, and students will be assigned consequences according to the discipline policy.

Section 3 - Student Guidelines

DRESS CODE

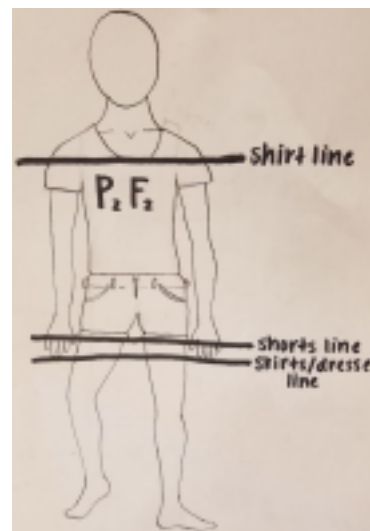
Positive Image Policy: All students' dress should reflect a positive image, be appropriate for an educational setting and not distract from the learning environment. Student dress should show respect for the individual, the school, and the community. Unfit attire includes, but is not limited to, clothing advertising drugs, alcohol, inappropriate messages, racial/ ethnic/ sexual innuendos, excessively ripped or "holey" apparel, or any other content that is a distraction. Students will be asked to cover up or change in the event that they come to school wearing this kind of attire.

Leg Coverings

- *Leggings/tights:* The use of fashion leggings, i.e. those that are sheer or see-through (fish netted stockings, pantyhose, and tights are also included in this) must be worn with some kind of long shirt, dress, or shorts over the top of it. This shirt, dress, or shorts must apply to the related section of the dress code policy. However, athletic or opaque leggings may be worn on their own without the use of something longer to cover them.
- *Shorts:* Shorts may be worn, but the bottom of the shorts must come to no higher than the base of the fingers/top of the palm as worn when the student places their arms straight down in a relaxed position, near the side of their body. If the shorts are shorter than this, the student will be asked to change into something more appropriate.
- *Dresses/Skirts:* The hem of the dress or skirt shall come to no higher than the tips of the student's fingers when their arms are extended along their sides, relaxed. If the dress or skirt is higher than this, it will be deemed inappropriate and the student will be asked to change.

Tops:

- *Tank Tops:* As per day-to-day classroom interactions, girls are allowed to wear tank tops. The straps must be at least two fingers in width, and the side of the shirt should not be cut out. Boys are expected to wear sleeved shirts. However, these conditions may be more relaxed during sports' practices and Gym/P.E./Weight Training classes.
- *Shirt Requirements:* The height of the neckline of all tops will be determined as inappropriate or appropriate as it applies to the corresponding picture. If the neckline of a shirt is below this line, the student will be asked to change. Also, shirts must not show a bare midriff. Shirts should also not be revealing of undergarments.
- *Bags:* Students will not be allowed to bring any sort of bag into the classroom. This includes backpacks, satchels, drawstring bags, and purses of any kind. However, if a student has a container of some sort to carry pens, pencils, and other school supplies, they are permitted to use that. Exceptions may apply in cases of injury or requirements of a student's IEP.



Accessories:

- *Head Coverings:* Hats, stocking caps, bandanas, or any other non-religious type of head covering may be worn during passing periods. Students may wear hats in the classroom with permission from that classroom teacher. A student must comply without complaint or delay when asked to remove a hat in a classroom.

CELL PHONES/ELECTRONIC DEVICES

At no time will any student operate a cell phone or other electronic device with video capabilities in a locker room, bathroom, or other location where such operation may violate the privacy right of another person. Personal electronic devices may only be used in the classroom at the discretion of the teacher. Use of an electronic device is defined as having the device in hand or within sight. Unauthorized electronic devices may be confiscated by staff. Students are expected to give their device to school staff as requested without complaint or delay. Unacceptable use of any electronic device may lead to disciplinary action and may also be referred for additional consequences.

EMERGENCY DRILLS

Fergus High School conducts regularly scheduled emergency drills. Students are to move quietly, quickly and calmly, leaving all books behind. Students are to meet in the area designated for their Advisory class and should keep a safe distance away from the building until instructed by their classroom teacher or school administrator to return to the building or relocate. Students must not stand in the street. Students are to remain with their advisory teacher after exiting the building for roll call during the drill. In addition to fire drills, shelter-in-place (lock-down), evacuation and earthquake drills may also be practiced.

FINES, FEES, AND CHARGES

Students entrusted with equipment and supplies belonging to School District No. 1 will receive fines for unreturned, lost, altered, and vandalized items. Fines may also occur from late returns of library materials and parking violations. Fines will range from minor to complete replacement depending upon the circumstances involved. Typical fines include book damage or loss, lost activity uniforms, non-payment of participation fees, lost or damaged lockers and other financial responsibilities. Student report cards and activity participation may be withheld until the fines are paid.

HALL PASSES

Students are expected to be in classes at all times and must not leave the classroom without a hall pass from the teacher or a staff member. No hall passes are allowed during the first and last ten minutes of each class period.

DRIVING AND PARKING LOT REGULATIONS

Fergus High School accommodates a number of student drivers, visitors, and staff members every day of the school year. It is our goal to make sure that all drivers are aware of their surroundings and exercise responsible driving while on our campus. Students may park on campus in approved student lots only.

Parking and driving regulations include but are not limited to the following:

1. Student lots are first come, first served.
2. State law stipulates that maximum driving speed on or adjacent to school property is 15 mph.
3. Parking in fire zones, handicap spaces, traffic lanes, or other designated “no parking” spaces is prohibited and will result in a ticket.
4. Students are not to be in their automobiles or in the parking lots during class time.
5. Students involved in a hit and run will have parking privileges revoked, disciplinary action taken, and referred to law enforcement.
6. Habitual offenders will lose the privilege of parking on our campus.
7. Gold Card parking will be assigned to students on a quarterly basis.

SCHOOL FOOD SERVICE

Breakfast, lunch and a la carte items are available at Fergus High for all students and staff. The Infinite Campus program is used for meals and money management. Deposits for meal accounts are best made during the breakfast serving time before school begins, online through the Infinite Campus Portal and are also accepted through the lunch serving line. Cash is accepted in small bills as payment, but no cash is given as change when a check is the form of payment.

BREAKFAST is served from 7:35 a.m. until 8:05 a.m. each school day.

LUNCH is served at the end of 4th period each school day other than on days with a modified schedule.

Students leaving the district should follow the school checkout protocol to have any meal account monies refunded to them. Any unclaimed account balances left at the end of each school year will be absorbed into School Food Service operations.

INSURANCE

There is limited medical coverage through school insurance should a student be injured during school-time, school-sponsored competition or practice. When an injury occurs, the student needs to be sure the teacher, coach or advisor has filled out an accident report and turned it in to the high school office. All claims must be submitted to the parent's personal insurance company prior to sending in a claim to school insurance. The student must then pick up an insurance claim form from the high school office with the administration completing Part A: Notice of Injury section. Have his or her parent(s) then fill out and sign Part B, attach copies of all medical bills and payments to it. The parents should then submit the claim form together with all bills and claim summary of payment from insured on their primary medical insurance to the address listed on the front of the claim form. Additional help can be obtained either from the school or Lewistown Insurance.

Medical treatment must begin within 30 days from the date of the accident. All claims must be completed and submitted to the company within 90 days from the date of the accident. Additional insurance coverage may be available at the beginning of the school year with coverage being effective when the premium is received by the insurance company.

SCHOOL DANCES

School organizations may hold dances with the consent of the advisors, the student council and the principal.

1. All persons attending the Fergus High School sponsored dances must be properly identified as currently enrolled Fergus High School students before being admitted.
2. Guest passes will be considered for **homecoming and prom only**.
3. Students will not be admitted after one-half hour from the beginning of the dance.
4. Students leaving the building during a dance will not be readmitted.
5. Dances will not be held past midnight without special permission from the principal.

LOCKERS

Hall lockers are provided to each student. Built in combination locks can be activated upon request. Lockers are to be kept clean, neat, and in good repair. Students will be held financially responsible for damage to lockers. Students should be aware that their assigned locker and any personal items they choose to store therein will be jointly accessible to themselves and school officials and may be subject to inspection by school officials at any time, without notice and without student consent.

MESSAGES AND PACKAGES DELIVERY

Packages and gifts will not be delivered to the classroom. The office will send a note to the recipient and items can be picked up during lunch or after school.

PLEDGE OF ALLEGIANCE

The pledge of allegiance will be recited each day at the beginning of the student announcements. (Montana Code Annotated 20-7-133)

EMANCIPATED AND MAJORITY AGE STUDENTS

All policies and procedures apply to 18-year-old students except in the case where the 18-year-old student is not living at home under the general supervision of his or her parent or legal guardian. Special arrangements must be made with the building administration for the student to excuse him/herself.

VISITORS

Parents and others are welcome to visit Fergus High School. All visitors must first report to the office, sign-in and obtain visitor passes. Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and so long as their duration or frequency does not interfere with the

delivery of instruction or disrupt the normal school environment. Fergus High does limit day or half day student visitors to only those students who are potential new students to FHS.

WEATHER DISMISSALS

If the district chooses to run buses early because of inclement weather and school remains in session for town students, students living out of town who drive their own vehicle will not be released early unless the students’ parents or guardians are first contacted.

Section 4 - Discipline Policies

Students who violate District policies, rules, and directives are subject to discipline at the discretion of District administration. Discipline may include referrals, detention, in-school suspension, out-of school suspension, and expulsion. Administrators have the discretion to impose, or in the case of expulsion, recommend, the level of discipline deemed appropriate for the misconduct.

BEHAVIORAL EXPECTATIONS

Disciplinary action may be taken against any student guilty of gross disobedience or misconduct, including but not limited to instances set forth below:

- Using, possessing, distributing, purchasing, or selling tobacco or vapor products
- Using, possessing, distributing, purchasing or selling alcoholic beverages
- Using, possessing, distributing, purchasing, or selling illegal drugs or controlled substances, including medical marijuana , look-alike drugs, and drug paraphernalia
- Using, possessing, controlling, or transferring any object that could be considered or used as a weapon
- Disobeying directives from staff or disobeying rules governing student conduct
- Using, violence, force, coercion, intimidation or other comparable conduct toward anyone or urging other students to engage in such conduct
- Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person’s property
- Engaging in any activity that constitutes an interference with school purposes or an educational function or any other disruptive activity
- Unexcused absenteeism
- Misconduct of any sort on any means of District transportation.
- Bullying, hazing, harassment, or intimidation, including cyberbullying
- Forging any signature or making any false entry or attempting to authorize any document used or intended to be used in connection with the operation of a school.

Grounds for disciplinary action apply whenever the student’s conduct is reasonably related to school or school activities, including, but not limited to:

- On, or within sight of, school grounds before, during, or after school hours or at any other time when the school is being used by a school group;
- Off school grounds at a school-sponsored activity, or event, or any activity or event which bears a reasonable relationship to school;
- Traveling to and from school or a school activity, function, or event; or
- Anywhere if the conduct may reasonably be considered to a threat or an attempted intimidation of a staff member, or an interference with school purposes or an educational function.

DISCIPLINARY MEASURES:

For violations of school policy or procedure, disciplinary measures may include, but not limited to:

Expulsion	Alternative Education Plan	Closed Campus
Deferred Expulsion	Loss of Student Privileges	Conference
Change of Placement	Loss of Bus Privileges	Cleanup Duty
Suspension Out-of-School	Notification to Police	Loss of Credit

SEVERE CLAUSE

Generally a student moves toward a severe consequence through a series of rule violations. However, the seriousness of an individual act by a student can dictate the severity of the disciplinary measure taken. In extreme cases of disruptive behavior and concern for school safety the principal may consider suspension or an immediate request for expulsion regardless of a student's discipline record to date.

SUSPENSION AND EXPULSION POLICIES

IN-SCHOOL SUSPENSION - In-school suspension (ISS) is limited to five (5) days yearly. Other suspensions beyond these limits will be handled with out-of-school suspensions. Students suspended in school are not considered absent and are expected to complete all classwork assigned during time in ISS. Students suspended in school will eat their lunch in the office but may attend after-school activities.

OUT-OF-SCHOOL SUSPENSION - The school administration may suspend a student out of school up to ten (10) consecutive school days. In cases of this type, an informal hearing between the principal, student and any other appropriate persons will be conducted. If after the hearing is completed the principal decides that a suspension is necessary, it will become effective immediately. The administration will attempt to notify parents of the affected student when a suspension is made.

EXPULSION - In the case of expulsion, the Principal will make the recommendation to the District Superintendent. The parents and students will be notified of this action and instructed concerning their rights regarding the due process procedures. If the recommendation of the Principal is followed, the student, parent and their representative, upon request, may have a hearing with the Board of Education. If the hearing is not requested, the Board of Education will take action on the recommendation.

WEAPONS

A student who uses, possesses, controls, or transfers a firearm, an object that can reasonably be considered a firearm, or a weapon, shall be subject to immediate suspension with the possibility of an expulsion recommendation to the District Superintendent and School Board. A weapon includes, but is not limited to, a firearm or knife, sword, straight razor, throwing dart, nun-chucks, firecrackers, brass or other metal knuckles, or any instrument, article, or substance that, regardless of its primary function, is used to harm, threaten to harm, or cause injury to another.

PROCEDURAL DUE PROCESS:

The Student Has the Right:

1. To oral or written notification of charges.
2. To an explanation of evidence held by school authorities.
3. To an opportunity to refute the charges.

The Student Has a Responsibility:

1. To follow the appropriate procedural guidelines provided by the district when desiring a re-examination of action taken by school officials.
2. To act in a manner that demonstrates an appreciation of adjudication as a peaceful means of settling disputes.
3. To understand that suspension and expulsion are considered severe disciplinary measures involving exclusion from school for a short period of time (suspension), usually three to five days or for a longer period of time (expulsion), generally until the end of the current school year. School administrators and the Board of Trustees have the authority to suspend. Expulsion is reserved for the School Trustees.

Section 5 - Golden Eagle Activities and Athletics Guidelines

ACTIVITY/FIELD TRIPS

Fergus High School offers a comprehensive co-curricular and extracurricular activities program designed to provide opportunities for academic and social growth. Through participation in co-curricular activities, students develop an appreciation for teamwork, sportsmanship, competition, self-discipline and citizenship. Co-curricular activities increase a student's personal development and self-esteem. Students should examine the available organizations, clubs, teams and select activities which are of interest to them. Students are also encouraged to support the co-curricular activities, scholastic competitions, dramatic and musical performances and other scheduled events. Extra-curricular, co-curricular, field trips, and school endorsed activities are a privilege, not a given. Students must earn the right to participate by:

1. Demonstrating acceptable behavior and attitudes in representing Fergus High School.
2. Remaining in good standing with Fergus High School attendance policy.
3. Currently in academic good standing.
4. Having good academic habits: All work is due the day the student leaves unless otherwise arranged by the teacher. It is the student's responsibility to obtain future assignments and schedule make-up exams before he/she leaves.
5. Being a "team participant".
6. Accepting the responsibility of being a role model for youth in the community.
7. Displaying good sportsmanship at all times.
8. Final decisions are up to the administration.

ACTIVITY, CLUB AND TEAM RULES

Student clubs and performing groups such as the band, choir, cheer and athletic teams may establish standards of behavior – including consequences for misbehavior – that are stricter than those for students in general. Coaches and activity sponsors are responsible for determining reasonable expectations for the smooth and efficient operation of their team or program. Students will be expected to meet or exceed set standards to be able to participate in activities. If a violation is also a violation of school rules, the consequences specified by the administrator will apply in addition to any consequences specified by the organization.

ACTIVITY PARTICIPATION

Freshmen – Coaches and sponsors are expected to help promote student participation in multiple activities. All freshmen participants will be allowed by coaches &/or advisors to participate in more than one sport or activity during the same season. Freshmen that do participate in more than one sport during an individual sport season will be asked to prioritize one athletic activity over the other for scheduling practices and competitions. It is, however, expected that the freshman participant in multiple activities will meet reasonable practice and contest expectations for both group(s) and team(s) involved.

Others - Sophomore, junior and senior level participants are also encouraged to participate in multiple activities but due to team needs and the mental or physical strain of athletics they should not participate in multiple sports during the same sport season.

Students participating in multiple activities will not be allowed to participate in events for more than one activity per day if out of town transportation is required, or if safety and transportation concerns arise.

ACTIVITY TRANSPORTATION

Students who participate in out-of-town extra-curricular activities must travel on school provided transportation. We understand that there will be times when it is necessary for custodial parent(s) or legal guardian(s) to request permission for their student-athlete to return to Lewistown with them after a game or event is over. If this is necessary then an Activity Bus Transportation Release Form must be filled out, signed, and authorized by the parent/guardian and responsible school official prior to leaving the event. *Parents must personally sign the Activities Bus Transportation Release Sign-Off Form at the time of the pickup and agree to accept responsibility for any loss or injury to their child.*

Upon approval, student-athletes will then only be released to their custodial parent(s) or legal guardian(s) when

the activity is completed, or earlier, if the activity groups (or family itself) are departing. For example; if the team or group remains at the site of the out-of-town activity, after Fergus High's part in the function is finished, students will remain with the team. If the parents are leaving the site for home, or another location, permission to release the student can be obtained.

ACTIVITY BUS PASSENGER GUIDELINES

The following rules will help assist in assuring a safe, comfortable ride and will help protect the bus. The Coach or Activity Sponsor is responsible for monitoring students conduct and enforcing the Activity Bus Rules. If the driver insists that behavior must improve, the Coach or Activity Sponsor needs to see that action is taken. The Coach or Activity Sponsor is also responsible for taking roll immediately after loading, each time.

1. Students are to remain in their seats and preferably facing the front of the bus.
2. Keep the aisle clear of obstruction. Do not hang over or on the arm rests or the back of the seat. Feet should be on the floor with shoes on.
3. Each seat is to have members of the same sex. Students are to be segregated by gender into different portions of the bus; i.e. boys in front, girls in back, preferably with advisors in the middle.
4. Refrain from being excessively noisy, keeping the noise level below that which disturbs the driver. Headphones must be used with electronic devices.
4. Remain QUIET in all City Limits and absolutely silent at all railroad crossings.
5. Carry-on items are to be kept to a minimum, (handbags and a blanket are allowed.)
6. All large bags must be stored in the baggage compartment. All water containers and hard objects, i.e. team supply boxes, should be stored on the floor or in the baggage compartment. If unsure, check with the driver.
7. All waste materials are to be properly disposed of in a receptacle supplied on the bus.
8. Cold sandwiches, fresh fruit, juice or canned pop, milk in cartons, candy bars, and chips can be consumed on the bus. Food items not allowed include: hamburgers, pizza, tacos, sunflower seeds, drinks in paper cups, milk shakes, malts or ice cream.
9. There are to be no students on the bus while it is parked, without being accompanied by a Coach or an Advisor.

In case of an accident where the bus must be evacuated quickly, make every effort to observe the following directions:

1. Proceed in an orderly manner to the exit nearest your seat (the bus driver will point them out to you) that is unobstructed. Leave the bus through these openings.
2. Move to a point 100 feet or more from the bus and gather in a group to make it possible for a check to see if all passengers have been evacuated.
3. Passengers should follow the directions given by the driver or one of the sponsors.

ACTIVITY BUS ALTERNATE PICK-UP & DROP-OFF

The Board of Trustees, under the direction of our Insurance Carrier, requires each student involved in Fergus High activities to travel from, and back to, Lewistown with their respective activity group on school or activity buses. However, the school does understand that there may be times when families who live out of town may request their student participant be picked up and/or dropped-off at other alternate locations. The District's alternate pick-up and drop-off parking areas when traveling to or from Lewistown will be only at the following locations:

1. Hilger Meats parking area in Hilger, for trips going north.
2. Eddies Corner parking area at the Junction of Highways 87 & 191, for trips going west or south.
3. Little Montana parking area in Grass Range, for trips going east or south.

When making this request parents or guardians understand:

1. That they are responsible for transportation to and from the assigned pick-up and drop-off parking areas and that they assume all liability prior to the student being picked up and all liability after the student has been dropped off. Non family members must be listed below to ride with the student should they drive themselves. A copy of the current vehicle insurance card(s) will be included with this request.
2. That the activity bus will not wait at the assigned pick-up and drop-off points for any student or any student's parent. On a drop-off, if the parent is not there for the student or the student does not have his/her own

transportation, the bus will take that student to the high school or junior high with the remaining students and the parent will have to pick them up there.

3. Pick-up and drop-off parking areas will be used by students only after the student's parents have signed and approved this waiver form through Fergus High School or Lewistown Junior High School two-days prior to the activity or event.

4. That students not riding approved or school sponsored transportation to and from activity or school related events will not be allowed to compete, or in any way represent the school or their team.

The Lewistown Public School staff reserves the right to deny requests for pick-up or drop-off for any reason, especially unforeseen circumstances such as weather. The bus driver and coach/activity sponsor will determine whether these alternate stops will be used on a given trip. In the event these alternate stops are not used, all students will leave from and be delivered to Fergus High School or Lewistown Junior High School.

ATTENDANCE & ACTIVITY PARTICIPATION

Participants of school activities must be in school **a minimum of one-half day** preceding a contest or practice. Any exceptions to this policy must be cleared by the administration.

Students are **expected to be in school the next day** when involved in an activity trip during the week. Generally speaking, activity buses do have seats that will allow students to sleep while returning home. However, there are times when buses return much later than normal. Therefore, exceptions to this rule will be based on the time their activity bus returns from their activity. Students riding activity buses, which return **AFTER 1:00 A.M.** in the morning, during mid-week activities, will be allowed into school late on the next school day, as per the exceptions shown below.

Exceptions:

1. If the activity bus returns **AFTER 12:00 A.M.** students may return to school **AFTER** zero period starts but must be in school before the start of the first period. If the activity bus returns at or before 12:00 a.m., that is 11:59 p.m. or sooner, the student must be in school all of the next day.
2. If the activity bus returns **AFTER 1:00 A.M.** students may return to school **AFTER** first period starts but must be in school before the start of the second period. If the activity bus returns at or before 1:00 a.m., that is 12:59 a.m. or sooner, the students must be in school all of the next day.
3. If the activity bus returns **AFTER 2:00 A.M.** students may return to school **AFTER** second period starts but must be in school before the start of the third period.
4. If the activity bus returns **AFTER 3:00 A.M.** the students may return to school **AFTER** third period starts but must be in school before the start of fourth period..... AND SO ON.

AWARDS & HONORS – ACTIVITIES

An awards or recognition night is co-sponsored with the Eagle Booster Club for each sporting season. Each recognition night shall be considered a team function and attendance by team members is a requirement, as are other team functions. Students not attending may forfeit all awards earned.

BEHAVIOR & ACTIVITY PARTICIPATION

All student participants are expected to exhibit acceptable behavior at all times, in and out of season. Students with behavior concerns that arise from school situations must be resolved in an acceptable fashion prior to participating in activity practices, contests or events. This includes suspension and detention responsibilities.

DRESS - ACTIVITY PARTICIPANTS

Student dress for games or travel will be under the control of each individual program director or coach. However, student dress will be neat and clean and within appropriate guidelines; i.e. slacks, dress shirt or sweater, appropriate shoes. School dress code expectations will be enforced.

EQUIPMENT & SUPPLIES EXPECTATIONS

Students entrusted with equipment and supplies belonging to School District #1 will receive fines for unreturned, lost, altered, and vandalized items. Fines may be minor but will more than likely cover complete replacement costs of the supplies or equipment involved. Participation in another activity may be limited if current or previous fines are not paid.

EXTRA-CURRICULAR ELIGIBILITY

To be eligible to participate in extracurricular activities at Fergus High School, students must follow the Montana High School Association eligibility rules which state:

1. Be regularly enrolled in school.
2. Be in regular attendance from the enrollment date.
3. Be receiving grades in at least 20 periods per week of prepared classwork.
4. Have received a passing grade in at least 20 periods of prepared work per week during the last preceding semester in which the student was in attendance. If a student is assigned an "incomplete" or "condition" in a subject, he or she has not received a passing grade in this subject. The record at the end of a semester is final and scholastic deficiencies, for eligibility purposes, cannot be "made up" in any way.
5. Be younger than 19 years of age on or before August 31st of a given year.
6. Not have been in attendance at any secondary school more than eight (8) semesters. An attendance of 20 days during a semester shall constitute one semester's attendance.
7. For first semester participation be enrolled no later than October 15th, for second semester participation be enrolled no later than the 11th day of that semester.
8. A physical examination is required for students to participate in athletic sports.
9. Home school student living within School District boundaries.

INSURANCE – see pg. 14

PARTICIPATION FEES

The participation fee/activity ticket (student activity ticket will be issued) at Fergus High School is \$100.00 for one or more MHSA activity. This includes all athletics, speech, drama and cheerleading. A \$45.00 fee will be charged for participation in each of the following activities (with a student activity ticket to be issued): Band, Choir, Cheerleading, Intramurals and FFA members.

The fees will be assessed for participation at any level of the program and are non-refundable. All participants, excluding managers, must pay the required participation fee, or obtain a temporary fee-waiver from the office, prior to practice or competition.

For activities that require selection of teams that limit 33 participant numbers from that activity, fees will be held in the office until the school day after the team selection process is over. Individuals cut from these activities can pick up unused fees in the office. No other refunds will be allowed, including participation limited by: injuries, quitting, or disciplinary action on the part of the activity directors or the school.

Temporary fee-waivers may be obtained in the office. Students receiving free or reduced lunches may request financial assistance to pay the fees assuming they have applied for free or reduced lunches by using the financial guidelines as established by the OPI for free school lunches. The forms are available from the school office.

PHYSICAL EXAMS

A physical examination is required for each student in order to be considered eligible for participation in all athletic activities, physical conditioning or weight-lifting classes and cheerleading. Fergus High School and the Montana High School Association require all physical examinations be completed prior to an athlete's first practice. This examination must be certified by a doctor for the current school year and be completed using the current MHSA Physical Examination Form.

PRACTICE

Participants are expected to participate in team practices and other related team functions, however individuals will not practice without their required physical examination or participation fee requirements met. The Montana High School Association does require athletic participants to practice a set number of times prior to competition. Football participants must actively participate on 12 different practice days with a practice day being a minimum of 1 regularly scheduled practice per day. Basketball, wrestling, volleyball, tennis, track and cross country participants must actively participate in their sport on 10 different practice days, while golf participants must actively participate on 5 different practice days. For purposes of competition, a practice cannot be counted unless the participant practices with the team after receiving their physical. Participants who have not paid the participation fee may be restricted from practice and/or competition. Coaches cannot require participants to practice during the off-season.

SPORT SPECIALIZATION

While it is expected that athletes spend quality time in developing skills needed for specific sports, the district's philosophy is to discourage student specialization in only one sport or activity. In fact, coaches and sponsors are expected to help promote student participation in multiple activities.

SPORTSMANSHIP EXPECTATIONS

Fergus High School views extra-curricular activities as an educational experience almost as important as a student's academic endeavors. For that reason sportsmanship in our high school is considered very important. The Golden Eagle Spirit exemplifies our feelings in this area.

The Golden Eagle Spirit - *“Sportsmanship is not a set of rules, but a spirit that should guide our behavior each day of our lives, according to the simple idea that we will treat others as we would like to be treated - our personal golden rule.”*

In helping students understand The Golden Eagle Spirit, coaches will emphasize the following student participation behavior expectations:

- Accept and understand the seriousness of your responsibility and the privilege of representing the school and community.
- Learn the rules of the game thoroughly and discuss them with parents, fans, fellow students and elementary students. This will assist both them and you in the achievement of a better understanding and appreciation of the game.
- Treat opponents the way you would like to be treated, as a guest or friend.
- Wish opponents good luck before the game and congratulate them in a sincere manner following either victory or defeat.
- Respect the integrity and judgment of game officials. Never argue or make non-verbal gestures that indicate disagreement. This type of immature activity may incite undesirable behavior in the stands and by teammates.

ACTIVITIES AND CLUBS OFFERED AT FERGUS HIGH SCHOOL

Students are encouraged to join clubs and activity productions that will enrich and enhance their educational experiences. Fergus High School currently offers a wide variety of co-curricular organizations and activities from which students may select. Procedures governing the creation and operation of existing and proposed activities or organizations include the following regulations:

1. Before it can be recognized as a school group or activity and be given use of school time and/or facilities, the organization must be approved, in accordance with established criteria by the school principal and the school board.
2. Membership must be open to all students except where the purpose of the club requires academic or behavior qualifications. (National Honor Society, for example)
3. The club or activity must have a faculty sponsor or advisor selected and approved according to agreed-upon procedures by the administration, and club activities will not be permitted until a faculty sponsor has been selected.

The various clubs and activities at Fergus High School are coordinated by the FHS Student Council. The Student Council is designed to encourage better understanding and more cooperation between the students, administration and teachers. Other objectives shall include; to control the management of all matters concerning the conduct of the students in their high school life; to promote a spirit of responsibility in the care of property of the school; to foster a high sense of personal honor and good sportsmanship in school community life; to promote active participation in school activities by the students; and to suggest at any time to the principal and the members of the faculty ways of improving the service of the school to the students and the community.

There are about 30 teams, clubs or special performing groups available for students. Choose your participation carefully and balance your time against academics, athletics and interests outside of school. **GET INVOLVED!**

TRAINING RULES

All activity participants at Fergus High School are expected to make personal sacrifices for the good of the group. Self-discipline, accountability and responsibility on the part of each participant are expectations that are held for all. Additionally, it is important for student participants to become positive leaders in and out of school and school activities. Successful people succeed in their task by hard work, perseverance, honesty and dedication. **Specific expectations and guidelines for ALL student activity participants can be found in the Chemical & Tobacco Policy as listed below**

Section 6 - Activities Chemical & Tobacco Policy/Guidelines

PHILOSOPHY

All activity participants at School District No. 1 are expected to make personal sacrifices for the good of the individual and the group. It is intended that student-participants will not be in attendance at a function or be riding in a vehicle where tobacco, alcohol, or drugs are located or being used. Self-discipline, accountability and responsibility on the part of each participant are expectations that are held for all. Additionally, it is important for student participants to become positive leaders in and out of school and school activities. Successful people succeed in their task by hard work, perseverance, honesty and dedication.

ACTIVITIES & ATHLETICS CHEMICAL VIOLATIONS

Students who participate in activities will not be under the influence of, in possession of, give away or sell drug paraphernalia, alcohol, marijuana, or another substance defined by law as a "controlled substance" or "dangerous drug."

1. Student activity participants, who admit, whose parent report, who have been found by the administration to have violated the chemical policy, or who have been found guilty of possession or being under the influence, are subject to the chemical policy consequences.
2. Student activity participants charged by the legal system with a chemical offense may be suspended from participation in their activity (following due process procedures in school policy) until the situation is resolved by the court. If suspended from activities, the student will fulfill all obligations as set forth by this policy. A student awaiting remediation of a charge will not serve more suspension from participation days than the step and offense called for in each situation.
3. Violations by student activity participants are cumulative in nature. Starting with the first and subsequent offenses, violations within a two year period will accumulate to determine the actual level of consequence.
4. First Offense: Suspension from participation in all extra-curricular activities for a period of one semester **OR** suspension from participation in all extracurricular activities, in town or away, for a period of 2 weeks of competition or events from the date of the disciplinary action.
5. Second Offense: Suspension from participation in all extra-curricular activities for a period of one year **OR** suspension from participation in all extracurricular activities, in town or away, for a period of 4 weeks of competition or events from the date of the disciplinary action.
6. Further Offenses: Suspension from participation in all extra-curricular activities for a period of one year **OR** suspension from participation in all extracurricular activities, in town or away, for a period of 8 weeks of competition or events from the date of the disciplinary action.

OTHER INFORMATION:

1. Participants who have violated the chemical policy will not receive a postseason letter, trophy or individual team award from that sport in which they violated the chemical policy.
2. The appropriate activity sponsor(s), athletic director and school administration will consider each incident individually according to the policy.
3. Student activity suspensions that run past the end of a season or semester will carry forward to the next season of participation or semester; even if that means going into the next school year.
4. Participants under suspension for chemical use must follow all extra-curricular rules and are subject to consequences at the next step if a violation occurs.
5. Student participants who violate the chemical policy at school or at school activities are subject to the

district-wide chemical rules as they relate to all students.

ACTIVITIES & ATHLETICS TOBACCO/VAPING VIOLATIONS

Students who are participants in athletics will not use tobacco or be in possession of tobacco products (including vape products). Those in violation will be subject to the following consequences:

First Offense: Suspension from participation in extracurricular activities, in town or away, for a period of 2 weeks of competition or event's, from the date of the disciplinary action. Students will not be eligible to receive a postseason letter, trophy or individual team award from that sport in which they violated the chemical tobacco violation.

Further Offenses: Suspension from participation in extracurricular activities, in town or away, for a period of 4 weeks of competition or events from the date of the disciplinary action. Students will not be eligible to receive a postseason letter, trophy or individual team award from that sport in which they violated the chemical tobacco violation.

NOTE: Athletes who violate the tobacco policy at school or at school activities are also subject to tobacco rules as they relate to all students.

CHEMICAL POLICY ENDNOTES

1. Students suspected of chemical use, or who are believed to be under the influence, are expected to fully cooperate with reasonable requests by an administrator. Such requests may include submission to commonly used tests designed to determine chemical use. Students who choose to not cooperate with a request of this type will be treated the same as any other student in a comparable situation who has been found under the influence or found to have violated the expectations of this policy.
2. In school as defined by School Laws of Montana, Section 20-5-201 (d). "... in school or on the premises, on his way to and from school, or during his intermission or recess." A student is considered to be in school whenever he/she is attending or participating in a school activity. During their school career refers to an individual student's career in a given level of schooling. For example, a student's career at the middle school level would be typically two years long; a high school student's is traditionally four years long.
3. Suspension will be for the maximum of the days recommended throughout the Policy and may include in or out of school suspension. After four (4) days of in-school suspension at the school for tobacco or alcohol/drug use, all additional suspensions will be served out of school.
4. Students suspended from participation in extracurricular activities will not be allowed to perform or compete, or in some way represent School District No. 1, in an extracurricular activity (in town or away) for the duration of suspension. The student is, however, required to continue with scheduled practices and rehearsals. For the purposes of this policy, the extra-curricular activities included shall be those activities that include some form of performance, contest, competition or representation of School District No. 1. It is useful to note that this definition includes but is not limited to all MHSA sanctioned activities. Some specific activity events are part of credit-bearing courses that involve activities both inside and outside the classroom setting. These activities, for the purposes of this policy shall be defined as those activities beyond the classroom and the immediate scope of graded requirements. Students will not be excluded from the graduation day ceremony as a result of an activity suspension. Example #1 - A student in choir may participate in classroom activities but not perform in concerts as a member of the choir. If part of their grade is determined by the performance, they will be allowed to do other work in lieu of the performance. Example #2 - If a student in FFA is suspended after violation of the activity side of the Chemical and Tobacco Policy, can attend the Blue-Gold Breakfast which is a function of the Student Council, and what about the Junior/Senior Prom? The answer for the first question is no, while the answer for the second question is yes. While the Student Council does not apply as an extracurricular activity for the purposes of this policy, its event is considered an event which requires school representation. Dances or meetings are not considered activity performances, events of competition or representation, therefore suspensions from them, due to this policy, would not be appropriate.
5. A semester is the equivalent of ninety (90) pupil instruction days and a year is the equivalent of one hundred eighty (180) pupil instruction days. A suspended student will serve ninety (90) or one hundred eighty (180) suspension days from activity participation for each semester or year of suspension even if the time carries

over to a new school year. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension.

6. Competition or event weeks are weeks when the sport or activity is competing or performing. Weeks during which only practices, or rehearsals take place are not considered competition or event weeks. Appeals of chemical policy decisions are to be made to the Superintendent prior to completion of the activity suspension. In cases of canceled events during the spring sports season, students who have met the minimum requirements to participate during a regularly scheduled spring competition (but would not have competed due to an activity suspension) may appeal one week of competition lost due to the cancellation of the event.
7. *Note: At school, support groups and counseling are available to all students either assigned or on a volunteer basis. Interested students are to contact the school guidance office.*
8. The cumulative nature of the Activities Chemical Policy relates to consecutive offenses within a **two year** window of violations. Included in possible offenses is an In School or At School Activities offense generated within the mandatory **two year** aspect of these policies. **For example**, *a participant who violates the Activities Chemical Policy during the football season, later has another chemical violation while in school (but out of season) and finally violates the Activities Chemical Policy again in football the next season would receive an eight week activities suspension. The eight week suspension represents the third offense as per the cumulative nature of the activities policy, again assuming all three violations occurred within two years of the first violation.*

Section 7 - Legal Notices and Agreements

SEARCH AND SEIZURE OF PROPERTY

Students should be aware that the school district may utilize canines in an effort to detect contraband (1) carried by the students; (2) stored in lockers or other school property; and (3) stored in vehicles. Students should also be aware that their persons and personal property not stored in school lockers may be subject to search when school officials have reason to believe that weapons, drugs, alcohol, or any other objects/materials evidencing a violation of school policy/rule or other laws and regulations are contained therein.

TECHNOLOGY ACCEPTABLE USE & COMPUTER RESOURCES

The district has made a substantial investment in computer technology for instructional purposes. Use of these resources is restricted to students working under a teacher's supervision and for approved purposes only. Students and parents will be asked to sign a user agreement annually, regarding use of these resources; violations of this agreement may result in withdrawal of privileges and other disciplinary action.

All students using the school's network and/or the Internet must have an approved Technology Acceptable Use Agreement on file at school. Students are expected to use the resources in a manner consistent with their agreement and will be held responsible for their use. Students and parents should be aware that email using District computers are not private and may be monitored by District staff.

Activities which are permitted and encouraged:

1. investigation of topics being studied in school;
2. investigation of opportunities outside of school related to community service, employment or further education.

Activities that are not permitted:

1. Cheating on school assignments, projects or tests;
2. Sharing of the student's home address, phone number or other personal information;
3. Searching, viewing, or retrieving materials that are not related to school work, community service, employment, or further education;
4. Copying, saving, or redistributing copyrighted material (users should assume that all material is copyrighted unless explicitly noted);
5. Subscribing to any services or ordering of any goods or services;
6. Playing games or using other interactive sites unless specifically assigned by a teacher;

7. Using the network in such a way that you would disrupt the use of the network by other users;
8. Participation in any activity that violates a school rule, or a local, state, or federal law.

The use of the Internet and the school's network is a privilege and inappropriate use may result in a cancellation of those privileges. Students having questions about whether any activity is permitted should ask a teacher or administrator. Students accessing inappropriate material must exit immediately.

VIDEO SURVEILLANCE

The District uses video cameras in appropriate locations on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property, and to safeguard District facilities and equipment. Students in violation of Board policies, administrative regulations, building rules, or law shall be subject to disciplinary action. Others may be referred to law enforcement agencies.

Video recordings may become a part of a student's educational record. The District shall comply with all applicable state and federal laws related to record maintenance and retention.

SEXUAL HARASSMENT & INTIMIDATION (Board Policy [3225](#))

The following definitions and examples are statements taken from the Lewistown Public Schools' Sexual Harassment Policy, and in some instances simplified for ease in understanding. The policy in its entirety is available from the District Title IX Coordinator, the Principal's Office, or through either high school counselor.

The District prohibits retaliation against any employee or student because he or she has made a report of alleged sexual harassment or against any employee or student who has testified, assisted, or participated in the investigation of a report. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or adverse pressure. Retaliation is itself a violation of federal and state regulations prohibiting discrimination, and will lead to disciplinary action. It could also lead to criminal or civil charges against the offender.

This policy applies to individuals attending any events on District property, whether or not District sponsored, and to any school sponsored events, regardless of location.

WHAT IS SEXUAL HARASSMENT?

Sexual harassment is generally defined as unwelcome sexual advances, requests for favors and other verbal, physical and/or visual contact of a sexual nature.

EXAMPLES OF SEXUAL HARASSMENT

1. A boyfriend/girlfriend relationship breaks up. One partner or the other makes unwanted advances toward the other. Continuation of an unwanted advance becomes harassment when the individual being pressured tells the other to stop immediately.
2. An individual purposefully lays hands on another in a manner that suggests unwanted sexual interest or which brings embarrassment or humiliation to the offended person.
3. An individual is restrained against their will, either by force or by blocking one's retreat, and the purpose is to imply or threaten sexual activity.
4. Other situations as determined by judicial decisions, or as defined by criminal and civil law.

EXAMPLES OF SEXUAL INTIMIDATION

1. Sexual gestures, verbal abuse, sexually oriented jokes, innuendo or obscenities. (Innuendo means a "hint" about what someone is thinking. It could be a hint that the character or reputation of someone is going to be exposed or attacked.)
2. Display of sexually suggestive objects, pictures, cartoons, or posters.
3. Sexually suggestive letters, notes comments, social media posts or electronic messaging.
4. Other situations as determined by judicial decisions, or as defined by criminal and civil law.

REPORTING

Students or employees who believe they may have been harassed or intimidated should contact a counselor, an administrator, the school's Title IX Coordinator, or the first level supervisor who is not involved in the alleged harassment. Persons who feel they are being harassed or intimidated should take the following steps:

1. Inform the individual that his/her behavior is unwelcome, offensive or inappropriate. DO NOT assume or hope that the problem will go away.
2. Notify a counselor, the Title IX Coordinator or an administrator right away. Early reporting assists any

investigation.

3. Request a copy of the District's Sexual Harassment Policy and reporting form so that reporting processes are clear.
4. Finally, keep in mind that you do not have to tolerate this kind of behavior. If your complaint is reasonable and valid, and you come forward, we will support your right to lodge a formal complaint.

STUDENT EDUCATIONAL RECORDS (FERPA)

The following policy and procedures are designed to meet the provisions of the Family Education Rights and Privacy Act (FERPA) and the Montana School Accreditation Standards. Students may request a copy of the Family Education Rights and Privacy Act and its implementing regulations by contacting the school district administration office. A student has the right to report violations of the Family Rights and Privacy Act to the Family Educational Rights and Privacy Act Office, Department of Education, Washington, D.C.

1. Eligible students shall mean all rights and protections given parents or legal guardians under the Family Education Rights and Privacy Act. This policy transfers to the student when he or she reaches age 18 or enrolls in a post-secondary school.
2. Student record or education record shall mean records, documents and other materials which contain information directly related to a student and are maintained by the school district or a person acting for the school district. Education record or student record does not include records of instructional, supervisory and administrative personnel and other education personnel which are in the sole possession of the maker and which are not accessible or revealed to any other person except a substitute teacher.

Parents and eligible students have the following rights:

1. The right to inspect and review the student education record.

Parents of students and eligible students may inspect and review the student education records upon request by submitting to the school building principal a written request which identifies as precisely as possible the record or records he or she wishes to inspect. The principal or other school authority shall make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to seek to correct the student educational record.

Parents of students and eligible students have a right to seek to change any part of the student record they believe is inaccurate, misleading or in violation of students rights. Procedures for correction of a student's educational record are available in the building principal's office.
3. The right to exercise control over disclosures of information contained in educational records.

The school district does not release information not authorized under Family Education Rights and Privacy Act without consent of the parent, legal guardian, or eligible student. However, the district does release directory information which is not generally considered an invasion of privacy. The information could include, but is not limited to, name, address, parent's name, phone number, age, field of study, height and weight of athlete, participation in officially recognized activities and sports, honor roll, dates of attendance, degrees and awards. If a parent, legal guardian, or eligible student does not want this directory information released, they must notify the building principal in writing within two weeks of the student's enrollment of each school year. Additionally, student records will be forwarded upon request to officials of another school district in which the student seeks or intends to enroll.
4. The right to know the location of student education records.

Generally, an enrolled student's education record is located in the administration office of the school building where the student attends. Upon request by a parent, legal guardian or eligible student, education records will be gathered for the purpose of review. Records of students who have graduated from high school remain in their school. Records of students who have transferred out of the district are typically kept at the district they transferred into.

STUDENT RIGHTS AND RESPONSIBILITIES (Board Policy 3200)

All students are entitled to enjoy the rights protected by the Federal and State Constitutions and laws for persons of their age and maturity in a school setting. Students should exercise these rights reasonably and avoid violating the rights of others. Students who violate the rights of others or violate District policies or rules will be subject to disciplinary measures.

HEARING SCREENING

Hearing screening is conducted at your child’s school and is mandated for students in Grades K, 1, and 9 or 10. Students in other grades will also be screened if they are new to the school, on the annual hearing recheck list, or referred by the school or parent/guardian. The initial hearing screening consists of pure tones. It may also include emittance screening, which measures the movement of the eardrum by putting positive and negative pressure into the ear canal. Your child will be referred for a hearing rescreen if he or she is absent, unable to complete the initial screening, or does not pass the initial screening. Hearing Conservation Program staff will conduct the hearing rescreen. In addition to the pure tone and emittance screening, they may also conduct otoacoustic emission screening. This is a measure of cochlear (inner ear) function that does not require the child to respond.

TITLE I: SCHOOL - PARENT - STUDENT COMPACT

As a School :	As a Student:	As a Parent or Guardian:
We promise to • show that we care for all students • have high expectations for ourselves, our students, and other staff • communicate and work with families to support students learning • provide a safe environment which is conducive to learning • respect the cultural differences of students and their families • believe that all students can learn • enforce school/classroom rules fairly & consistently We need • students who are ready and willing to learn • respect and support from students, families, other staff, and administration • assistance from staff and administration in removing barriers which prevent us from doing our best for students • respect and support from the community	I promise to • attend school regularly • work hard to do my best in class schoolwork • ask for help when I need it • respect & cooperate with other students and adults • believe that I can learn and will learn I need • teachers & school staff who care about me • people who believe I can learn • schools that are safe • respect for my culture & me as an individual • time with caring adults 	I promise to • have high expectations for my child as an individual • help my child attend school and be on time • help my child learn to resolve conflicts in positive ways • communicate and work with teachers and school staff to support and challenge my child • respect school staff and cultural differences of others • provide home environment that encourages my child to learn I need • teachers and support staff who respect my role as a parent/caring adult • clear and frequent communication with the school • respect for my culture, and me and my children as individuals • a community that supports families

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

14

ITEM TITLE: APPROVE CONTRACT WITH SLETTEN CONSTRUCTION COMPANY

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

SUMMARY:

The Board of Trustees needs to approve the contract with Sletten Construction Company for the Lewis and Clark Elementary School classrooms phase 1 construction project. The document is under legal review at the time of agenda posting and any changes will be brought to the Monday Meeting by Shane Swandal prior to approval.

SUGGESTED ACTION: Approve Contract with Sletten Construction Company

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

DRAFT AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the ____ 1st_ day of August in the year Two Thousand Twenty

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Lewistown Public Schools
215 7th Avenue South
Lewistown, MT 59457

and the Construction Manager:

(Name, legal status, address, and other information)

Sletten Construction Company
1000 25th Street North
Great Falls, MT 59401
406-761-7920

for the following Project:

(Name, location, and detailed description)

[PROJECT NAME AND ADDRESS]

Lewistown Montana
Lewistown Public Schools Bond Projects
Lewis and Clark Elementary
Lewistown Jr. High School
Highland Park Elementary
Garfield Elementary

The Architect:

(Name, legal status, address, and other information)

[ARCHITECT NAME AND ADDRESS]

Cushing Terrell – Architecture
219 2nd Ave South
Great Falls, MT 59405

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

<< >>

Lewis and Clark Phase I July 2022

Conform to agreed delivery approved by the District

.2 Construction commencement date:

« » As soon as building permit is available. Anticipate summer/fall 2022.

.3 Substantial Completion date or dates:

« » To be determined based on permit and commencement date

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Anthony Houtz, PC

Cushing Terrell – Architecture

219 2nd Ave South

Great Falls, MT 59405

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Aaron Wall, Project Manager

Sletten Construction Company

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

Construction Manager's Preconstruction Services shall be performed as a not-to-exceed fee. Construction Manager shall not be permitted any additional preconstruction services without Owner's approval and sufficient evidence of a change in the scope of the work not previously anticipated.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager shall comply with Montana law in the procurement of subcontractors.

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation if appropriate and required as a result of any changes. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, Bid/Proposal (RFQ and RFP) documents, Construction Manager's proof of payment and performance and payment bonds and proof of insurance, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract and incorporated herein as if attached to this Agreement or repeated herein. Any modifications of the Contract Documents with respect to scope of the project, contract time or overall budget must be approved by Owner's Board of Trustees. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 2.1.1 The Construction Manager (or GC/CM) has been provided a copy of the Agreement Between Owner and Architect and the General Conditions of the Contract for Construction and any amendments thereto, which together are included in the contract documents. The Construction Manager acknowledges that such documents have been reviewed and understands those references to the duties and responsibilities of the Construction Manager contained therein. The Construction Manager understands and acknowledges that the Owner has decided to utilize an alternative project delivery method for the Project, which it has determined to be based on a General Contractor Construction Manager Contract between the Owner and a Construction Manager.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in

furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager is an independent contractor of the Owner.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, the Parties acknowledge and agree that the Construction Manager will provide services for the Preconstruction Phase, (which shall run through Bidding Phase) and through the Construction Phase. The Parties agree and acknowledge that the Project may proceed with a phased or sequential bidding process and that Portion of the Project may enter Construction Phase while other portions of the Project remain in the Preconstruction Phase.

§ 2.3.2 For the Construction Phase, the Construction Manager's responsibilities to the Owner shall be as set forth in this Agreement and in AIA Document A201 – 2017 "General Conditions of the Contract for Construction" and any amendments thereto which are incorporated herein by reference (hereinafter collectively referred to as "AIA Document A201"). For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201, including any amendments thereto, shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term Contractor as used in the AIA Document A201 shall mean the Construction Manager or GC/CM. Any reference to AIA Document A133-2019 in any document applicable to the Project shall mean such AIA document as modified herein. If any provisions of AIA Document A201, including any amendments thereto, are in direct conflict with any provision of this Agreement or of the Owner/Architect Agreement between the Owner and Architect with respect to this Project, the provisions of this Agreement as amended shall control.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017, including any amendments thereto, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Additional Pre-Construction Phase Responsibilities

Construction, or any portion of Construction, will not commence until plans and specifications have been submitted to and approved as required by statute and regulation and any state, local, or governing body having jurisdiction over the Project or any portion of it.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase. In reviewing the Contract Documents, Construction Manager shall endeavor to detect any errors, omissions, or inconsistencies in the design or other documents which affect the performance or constructability of the Work. Construction Manager shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action and acquire the Owner's approval before proceeding.

§ 3.1.6.3 The Construction Manager and Architect shall compare their estimates at each stage and shall review portions of their estimates that are materially different from one another. Construction Manager and Architect shall determine the cause of the differences, correct any errors and reconcile their estimates. Architect and Construction Manager shall promptly notify Owner in the event they are unable to agree on a reconciliation of the estimates or if the probable construction costs exceed the Owner's construction budget, and the Construction Manager shall make recommendations for corrective action.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 The Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. The Construction Manager shall prepare and implement a subcontracting plan which provides for participation for qualified local businesses.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

The Construction Manager will, in addition to any other services set forth under Paragraph 3.1 provide the following Preconstruction services:

- .1 Consult with, advise, assist, and provide recommendations to the Owner and Architect on all aspects of the planning and design of the Work.
- .2 Provide information, estimates, and participate in decisions regarding construction materials, methods, systems, phasing, and costs to assist in determinations that are aimed at providing the highest quality building within the Owner's budget and schedule.
- .3 Review in progress design documents as supplied by the Architect and provide input and advise on construction feasibility, alternative materials, and availability of materials and equipment; Review completed design documents and suggest modifications to improve completeness and clarity.
- .4 Provide input regarding the current construction market bidding climate, status of key subcontract markets, etc. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues.
- .5 Develop and continuously monitor the Project schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Project in the most expeditious manner possible, while addressing and meeting schedule requirements.

- .6 Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work; Notify the Owner and Architect immediately if the provided construction cost estimates appear to be exceeding the Owners' budget.
- .7 Attend meetings of the Board of Trustees, at the Design Development, Construction Documents, Bidding Phase, Construction Phase or Phases as coordinated with the Owner and Architect. The Construction Manager shall report to the Owner's Board of Trustees, at the Owner's request, information regarding the Work performed.
- .8 Assist the Architect to the extent requested by the Architect within the areas of responsibility of the Construction Manager in the submission of the Construction Documents to the specific state and local agencies having jurisdiction over the Project, including but not limited to review under §20-6-622, MCA and in securing written approval from those agencies.
- .9 With the assistance of the Owner and the Architect determine the number and nature of the bid packages to be placed for bid, open the bid on behalf of the Owner using a process determined by the Construction Manager and following a review of the bids conducted with the Architect and a representative of the Owner, at the Owner's request, prepare a written bid analysis and recommendation for the award of the bid for presentation to the Owner, along with supporting documentation.
- .10 The Construction Manager with the assistance of the Architect shall prepare the advertisements for bids, as well as the necessary forms, record of bidders, plan deposits, proposals and other bidding and construction documents prior to distribution to prospective bidders. The Construction Manager shall also work with the Architect to ensure that the bid specifications and Construction Documents contain the provisions required by Montana law, including but not limited to prevailing wages (18-2-403 and 18-2-422, MCA; ARM 24.16.9005), resident hiring preference (18-2-403, MCA), nondiscrimination (49-3-207, MCA), provisions required by Montana and federal law for public contracting as well as any laws or regulations imposed by local authorities.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When the Architect has fully completed the plans and specifications for the Work and has the necessary governmental and other approvals, and following any ensuing bidding phase, the Construction Manager shall propose, in writing, a guaranteed maximum price (GMP), which shall include, among other items specified in the agreement (1) the sum of all of the awarded contracts for the Work and the Construction Manager's proposed reimbursable costs for any construction items or activities not included in the awarded contracts (Cost of the Work) and (2) the Construction Manager's fee. Such reimbursable costs must be approved by the Owner, and the Owner shall have the right to pay any fixed costs directly where feasible, thereby reducing the overall GMP. If the GMP proposal exceeds the Construction Manager's most recent approved cost estimate relating to any portion of the construction work, at the request of the Owner, the Construction Manager (at no additional cost to the Owner) shall work with the Architect to bring the Project within the approved cost estimate. The Construction Manager's fee will be established by agreement between the Owner and Construction Manager in accordance with this section and Article 6 as amended.

§ 3.2.1.1 Other than any subcontracts for portions of the work approved by the Owner prior to the establishment of the GMP, if the proposed GMP is acceptable to the Owner, the Owner shall, within fourteen (14) working days, approve the GMP in writing and issue a notice to proceed to Construction Manager indicating its approval of the GMP. The GMP shall be set forth in Exhibit A hereto. Bids for the construction work will then be formally awarded by the Construction Manager to the bidder selected by the Construction Manager subject to prior approval of the Owner. Any bids for construction work for which the Construction Manager is also a bidder must be reviewed by the Owner and the Architect, and the selection shall be made by the Owner with the Architect's advice.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Construction Manager's contingency, which is a sum established by Construction Manager, approved by the Owner and Architect to cover additional development of plans and specifications and unforeseen costs which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order or are not a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. The contingency may be used by Construction Manager with written approval from the Owner and Architect for such reasons as scope gap, costs to expedite materials or accelerate performance to make up for delays that are the responsibility of Construction Manager, unforeseen general conditions expense, subcontractor buy-out errors by Construction Manager, subcontractor default, liens, or other reason or cause unrelated to a Change in the Work or unrelated to an event for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. Construction Manager will not be required to use its contingency for items that are the basis for a Change Order or for a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement, including (without limitation) Owner-directed changes, insufficient coordination of or deficiencies in design documents, unforeseen or differing site conditions, price escalation including tariffs, delay events beyond the control of Construction Manager (per § 8.3.1), increased costs due to epidemics/pandemics, increased costs due to a declared state of emergency, and failure of subcontractors or suppliers to honor quotes during the buy-out process. Any contingency remaining at the end of the Project shall be returned to the Owner. Notwithstanding the foregoing, the contingency cannot be used to pay or reimburse Construction Manager for costs or expenses which Construction Manager is required to pay without reimbursement under the Contract Documents or for which Construction Manager is liable under the terms of the Contract Documents due to the fault, negligence, or default of the Construction Manager, Subcontractors, suppliers or anyone for whose acts any of them may be liable.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price by Owner's Board of Trustees at a duly-called Board meeting, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Construction Manager shall be allowed a maximum of five (5) business days from notice of acceptance of a Guaranteed Maximum Price to obtain the required bond form and insurance certificates, policies and endorsements and return the same to Architect for review and transmittal to the Owner for the Owner's final review.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all applicable sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase which shall be established by the Owner’s issuance of a Notice to Proceed which included a date for the commencement of construction, or approval by the Owner of a construction schedule established by the Construction Manager in consultation with the Owner and Architect.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager. Notwithstanding the foregoing, the Construction Phase cannot commence, and no construction services may be performed, until the Payment and Performance bonds and the Construction Manager’s insurance, required by the Contract Documents, have been provided by Construction Manager and approved by Owner.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall maintain at the Work site, and make available for viewing by Architect and Owner, record Drawings for the Project on which the Construction Manager has noted, in a timely manner, all deviations in the Work as performed from the Drawings provided by the Architect for the Project.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§3.3.2.6 The Construction Manager shall, on behalf of the Owner, execute and enter into all contracts with Subcontractors and shall ensure that the contracts contain all provisions required by law, including, but not limited to, compliance with provisions addressing prevailing wages (18-2-403, 422 MCA); Montana residential preferences (18-2-403, MCA), nondiscrimination (49-3-207, MCA), maintenance of records requirements (18-2-406, and 422, MCA, as amended). The Construction Manager will conform to the provisions of §15-50-206, MCA, requiring the withholding of 1% of all payments due the Subcontractors or work it self-performs. For each contract, the Construction Manager will file the necessary forms, including the Form PC-1 and related forms, with the Montana Department of Revenue containing the information set forth in ARM 42.3 1.2121, within 10 days of the award of the contract. The Construction Manager will provide copies to the Owner upon request of all filings and transmittals made with or to the Department of Revenue in fulfillment of its obligations under this provision.

§3.3.2.7 The Construction Manager shall maintain the Project construction schedule incorporating the activities of the Subcontractors on the Project, including activity sequences and durations, allocation of labor and materials, and delivery of products requiring long-lead time and procurement. The Construction Manager shall maintain Shop Drawings, Product Data and Samples and other submittal material from the Subcontractors in a separate tabular schedule. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§3.3.2.8 Consistent with the various bidding documents and utilizing information from the Subcontractors, the Construction Manager shall be responsible for coordinating the sequence of construction and the assigning of space in areas where the Subcontractors are performing Work.

§3.3.2.9 The Construction Manager shall determine in general that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have the authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work that does not conform to the requirements of the Contract Documents.

§3.3.2.10 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project Construction schedule, as well as schedule and coordinate any outside inspections required by law so as to avoid unnecessary delays.

§3.3.2.11 The Owner shall arrange for the delivery, storage, protection and security of Owner purchased materials, systems and equipment that are part of the Project until such items are incorporated into the Project, if such materials, systems and equipment are identified in the plans and specifications.

§3.3.2.12 The Construction Manager shall review requests for changes, assist in negotiating the Subcontractor's proposals, submit recommendations to the Architect and Owner and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§3.3.2.13 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Subcontractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect and Owner those that have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Subcontractors.

§3.3.2.14 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of the footings, floor levels and key site elevations prepared by a qualified surveyor or professional engineer. The Construction Manager shall make all such records and record Drawings available to the Architect for review and upon completion of the Project shall deliver them to the Owner.

§3.3.2.15 With the Architect and the Owner's maintenance personnel, the Construction Manager shall conduct the final testing and start-up of utilities, operating systems and equipment.

§3.3.2.16 When the Construction Manager considers each Subcontractor's Work or designated portion thereof substantially complete the Construction Manager shall notify the Architect. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§3.3.2.17 The Construction Manager shall coordinate and administer the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Subcontractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in making final inspections.

§3.3.2.18 The Construction Manager shall secure and transmit to the Architect all warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner with the assistance of the Architect and the Construction Manager shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner's budget or Cost of the Work significantly increases or decreases, the Owner shall notify the Construction Manager and Architect. The Owner, in consultation with the Architect and the Construction Manager, may thereafter agree to a corresponding change in the Project's scope and quality to the extent necessary. Nothing herein shall obligate the Owner to agree to an increase in the Cost of the Work or construction costs or fees.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner except to the extent the Construction Manager knows of any inaccuracy or as otherwise stated in Article 4.1.6, and shall exercise proper precautions relating to the safe performance of the Work. Notwithstanding the foregoing, the Construction Manager shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Documents provided by the Owner shall be provided for information and, if prepared by third parties, may not show the conditions at the Project site accurately. The Construction Manager shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by the Owner, the Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. The Construction Manager shall retain a third-party locate company to locate utility lines, pipes, and cables and shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work. The Owner shall promptly notify Construction Manager in the event it learns or discovers any of the documents contain any inaccuracies.

§ 4.1.7 Any additional tests, surveys, and reports reasonably requested the Construction Manager shall require the Owner's prior written approval.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not responsible for determining and advising Architect and Construction Manager of special legal requirements relating to the Project that differ from those generally applicable to construction. The Construction Manager and Architect are responsible for retaining separate legal counsel to provide legal information and services related to their work.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the agreement between the Owner and Architect as amended including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Total pre-construction fee to not exceed \$54,745.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Cliff Garness, Project executive
Aaron Wall, Project Manager
Dustin Collins, superintendent
Alec Pinero, Assistant PM

Rate

In Fee
\$70.00hr
\$60.00hr
\$55.00hr

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within TBD () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Ten % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

4.75% for overhead and profit

TBD as agreed to by Owner/Construction Manager for general conditions and general requirement costs

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager shall in no case be entitled to any adjustment in excess of 4.75% overhead and profit and TBD% for general conditions in any adjustment for changes in the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15 %

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 100% the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.1.7.1 The sum of the Cost of the Work as defined in Subparagraph 7.1 below, together with the Construction Manager's Fee, is guaranteed by the Construction Manager not to exceed any GMP Amendment, and subject only to additions approved in accordance with the Agreement and the General Conditions, including any amendments thereto, made a part hereof. Such maximum sum as adjusted by approved changes in the Work is referred to herein as the adjusted Guaranteed Maximum Price. Any costs or expenses that cause the adjusted Guaranteed Maximum Price to be exceeded shall be the sole responsibility of and paid by the Construction Manager without reimbursement by the Owner.

§ 6.1.7.2 Any cost savings shall accrue to the benefit of the Owner. The Construction Manager is not entitled to any bonus or incentive under this Agreement.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.1 Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

§ 6.2.2 POTENTIALLY PRICE-IMPACTED MATERIAL. Certain markets providing essential materials to the Project are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price of materials required for construction of the Project. This Section provides for a fair allocation of the risk of such market conditions between the Owner and the Construction Manager.

- .1 BASELINE PRICE.** The Construction Manager's Guaranteed Maximum Price will be based upon market prices for materials as of the date of the Guaranteed Maximum Price Amendment ("Baseline Price").
- .2 ADJUSTMENT IN BASELINE PRICE.** If during the course of the Project any materials required for construction of the Project experience an increase in their Baseline Price by more than five percent (5%), the Construction Manager may notify the Owner in writing, no later than ten (10) days from the date the materials are ordered, stating the basis for an equitable adjustment to the Guaranteed Maximum Price, pursuant to Article 7 of the General Conditions, and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for any material price escalation shall not include any amount for overhead and profit. In the event of an increase in any material prices, the Guaranteed Maximum Price shall be equitably adjusted to reflect such increase, but only: (a) to the extent the price of such materials exceeds one-hundred-five percent (105%) of the Baseline Price at the time the GMP Amendment was executed; and (b) for those materials ordered on, after, or within the 10 days preceding the date on which written notice of the adjustment in material prices is given.
- .3** No adjustment shall be made for any quantities of materials scheduled for delivery under the terms of the Agreement more than 10 days prior to the date on which written notice of the adjustment market price is given.
- .4** Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.
- .5** Compensation for any material escalation shall not be duplicated in any contingency amounts established under the terms of the Agreement.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. All such changes under this provision to the scope of the project, contract time or overall budget shall be subject to the approval of the Owner's Board of Trustees

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, including any amendments thereto.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, including any amendments thereto, or as otherwise provided in the Contract Documents.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," including any amendments thereto, and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017, including any amendments thereto, shall mean the Cost of the Work as defined in

Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term “Cost of the Work” shall mean the aggregate total of all Subcontracts and Material Supply Contracts awarded for construction work in connection with the Project and any general conditions of the Construction Manager approved by the Owner in accordance with Article 2.2.1 above. The Cost of the Work does not include the Construction Manager’s fee. All fees and costs, including the Cost of the Work, Construction Manager’s fee, and any contracts awarded to the Construction Manager for construction work, shall not exceed the Guaranteed Maximum Price Amendment unless approved by the Owner in writing in accordance with the Contract Documents. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. The Owner shall be deemed to have approved such costs only if the Construction Manager has provided the Owner with a written breakdown of the costs prior to incurring such costs, the approximate dollar amounts attributable thereto, and the Owner has approved such costs in writing.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Executive- Cliff Garness, In-Fee
Project Manager- Aaron Wall, = \$70.00hr
Superintendent- Dustin Collins = \$60.00hr

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, and are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement, including (i) payments made for invoices submitted by Construction Manager for bid package work performed as a Subcontractor; and (ii) payments made directly to materials suppliers or Subsubcontractors of any Subcontractor in order to obtain releases of liens from such material suppliers or Subsubcontractors.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of bonds required by the Contract Documents that can be directly attributed to this Contract, including premiums for bonds requested by the Construction Manager with respect to any subcontractors with approval of the Owner. Costs related to insurance for the project shall be included as part of the General Conditions costs in accordance with the RFP solicitation documents with the exception of builders risk insurance (this is a separate fee outside the proposed general conditions). Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017, including any amendments thereto or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.4.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017, including any amendments thereto. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.5 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.6 Costs of document reproductions and delivery charges.

§ 7.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. The Owner is responsible for legal and mediation costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work, only to the extent that such costs resulted from the Owner's negligence or misconduct or action in which such costs incurred were taken at the direction of and with the knowledge of the Owner.

§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.10 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, including any amendments thereto.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or subcontractor, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, including any amendments thereto, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) Construction Manager, a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. In the event Construction Manager is awarded a bid package scope of work, with Owner's written approval, Construction Manager's compensation for the bid package work shall be on the basis of the lump sum price approved by Owner for the bid package. Construction Manager shall invoice for any such bid package work as a Subcontractor, and payment to Construction Manager by Owner for such bid package work shall be based on Construction Manager's invoices as a Subcontractor.

§ 7.9 Costs Not to Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase;
- .10 Reimbursable costs not approved by the Owner; and
- .11 Delay damages or claims or storage costs without prior written approval by the Owner, unless awarded pursuant to binding dispute resolution in accordance with Article 15 of the General Conditions.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 8.3 The Construction Manager shall take advantage of all available discounts, rebates and refunds for supplies, materials, and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with

Montana law and the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may request that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner subject to approval by the Owner which shall not be unreasonably withheld.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 11.1.3.1 Progress payments are due and payable to the provisions of Section 7.1.3 above unless within twenty-one (21) days after receipt of the request by the Owner or the person designated in the contract by the Owner to receive the payment request, the Owner provides the Construction Manager with a written statement containing specific items in the request for payment that are being disapproved by the Owner or Architect. The Owner may withhold amounts of any disapproved items. The Owner shall release remaining amounts owed as soon as such items have been corrected and approved.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit such evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment if requested by the Owner with the understanding that the Construction Manager shall maintain payroll records for the Project which shall be available to the Owner. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment. Prior to, or simultaneously with, the next payment cycle, Construction Manager shall furnish unconditional lien releases for each subcontractor or supplier paid under the previous payment cycle.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values and any overrun or underrun in a line item may be balanced against an overrun or underrun in another line item with written approval from the Owner, as long as the total of the schedule of values remain with the GMP. Any amounts balanced in the schedule of values may only include Costs of the Work that are reimbursable under the terms of the Contract Documents.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, including any amendments thereto;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, including any amendments thereto;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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§ 11.1.8.3 The retainage shall be released when the Project receives a certificate of occupancy and all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

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§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017 including any amendments thereto.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11.1 The Construction Manager shall develop and implement procedures for the timely review and processing of applications for payment by Subcontractors and Material Suppliers for progress and final payments.

§ 11.1.11.2 Based on the Construction Manager's observations and evaluations of each Subcontractor's and Material Supplier's application for payment, the Construction Manager shall review and certify the amounts due the respective Subcontractors and Material Suppliers and shall incorporate such certified amounts into the Application for Payment developed in accordance with this Section 11.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determination at the site and on the data comprising the Subcontractor's and Material Supplier's applications for payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager in writing. The issuance of a Certificate for Payment shall further constitute a representation that the various Subcontracts are entitled to payment in the amount certified.

§ 11.1.14 If the Owner is entitled damages or any other amounts provided in the Contract Documents, including clean-up fees, then the Owner shall be entitled to deduct such damages, amounts and fees due the Construction Manager at any time.

§ 11.1.15 The Owner shall, in accordance with sections §§ 15-50-101, 15-50-206, MCA, withhold one percent (1%) of all payments due to the Construction Manager and shall transmit that money to the Montana Department of Revenue.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, including any amendments thereto, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may at its sole discretion conduct an audit of the Cost of the Work.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017 including any amendments thereto. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Except as may otherwise be provide herein, final payment shall be made by the Owner to the Construction Manager when (1) this Agreement has been fully performed by the Construction Manager and all Work completed by the Subcontractors and Material Suppliers, except for their respective responsibilities to (a) correct nonconforming Work as provided in AIA Document A201 and (b) satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work and General Condition Expenses have been submitted by the Construction Manager and reviewed by the Owner and/or its accountants; and (3) a final Certificate for Payment has then been issued by the Architect.

The final certificate of payment will not be issued until the punchlist is one hundred percent (100%) complete and all lien releases have been properly processed and submitted.

If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Construction Manager shall be subject to deduction for such amounts as the Architect shall determine as the costs for completing incomplete Work and the value of unsettled claims. The amount of Final Payment shall be subtracted by amounts the Owner disputes or refuses or withholds payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

10 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017 including any amendments thereto. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, including any amendments thereto, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, including any amendments thereto, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201-2017

[☒] Litigation in the __Fergus County 10th__ Judicial District of Montana (____ County)

[☐] Other: (Specify)

<< >>

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 12.3 Mediation

§ 12.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be mediated as set forth herein. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, litigation or by binding dispute resolution.

§ 12.3.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered by certified mail or by service in a manner provided by applicable tribal, state and federal law, to the Owner or Construction Manager, and to the Agreement, such other parties as are necessary for resolution of all claims. The parties may, but are not obligated, to agree that mediation shall be conducted by the rules and procedures to which they and their selected mediator(s) agree, or, in the absence of such agreement, guidelines set forth in the rules and procedures in the American Arbitration Association "Construction Arbitration Rules & Mediation Procedures" may be used. The request for mediation may be made concurrently with the filing of a complaint or other appropriate demand, but in such event, mediation shall proceed in advance of litigation of any other proceeding and the parties shall stipulate that proceedings other than mediation shall be stayed pending mediation for a period of not less than 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 12.3.3 The mediator's fee and any filing fees shall be paid in equal shares by the parties to the mediation. The mediation shall be held at a place and time agreed to by the Owner and Construction Manager. In the event they cannot agree, then the mediator shall designate the place and time for the mediation. Agreements reached in mediation shall be enforceable as settlement agreements shall be filed in the _ 10th _ Judicial District Court of the State of Montana (Fergus County).

§ 12.3.4 Subject to any dispute resolution procedures required herein or if the parties have not otherwise resolved their claims, disputes or other matters pursuant to this Section 9.2, they may pursue enforcement of this Agreement in the _____ 10th _____ Judicial District Court of the State of Montana (_ Fergus _____ County).

§ 12.3.5 The Construction Manager agrees to indemnify, defend and hold harmless the Owner and its trustees, officers, agents, and employees from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney fees) but only to the extent that such liability damages, losses and costs are caused by the negligence, recklessness, or intentional misconduct of the Construction Manager or those for whom the Construction Manager is legally liable in rendering services under this Agreement. The Construction Manager is not obligated to defend, indemnify or hold harmless the owner, or its trustees, officers, agents and employees, from liability, damages or costs caused by the acts, omissions, or misconduct of the Owner, anyone for whom the Owner is responsible, or any third party for whom the Construction Manager is not legally liable.

The Owner agrees to indemnify, defend and hold harmless the Construction Manager, and its members, partners, principals, shareholders and employees, from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney's fees) but only to the extent caused by the negligence, recklessness, or intentional misconduct of the Owner or those for whom the Owner is legally liable. The Owner is not obligated to defend, indemnify, or hold harmless the Construction Manager, or its members, partners, principals, shareholders and employees, from liability, damages or costs caused by the acts, omissions, or misconduct of the Construction Manager, anyone for whom the Construction Manager is responsible, or any third party for whom the Owner is not legally liable.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and only to the extent of work was actually performed prior to receipt

of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, including any amendments thereto.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services to the extent of work actually performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

Under no circumstances shall any amount beyond amounts that are tied to actual work performed be paid to the Construction Manager.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner, or the Construction Manager as provided in Article 14 of AIA Document A201–2017, including any amendments thereto.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017 including any amendments thereto, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, including any amendments thereto, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section,

- an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, including any amendments thereto.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, including any amendments thereto, then the Owner shall pay the Construction Manager a termination fee as follows: *(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Zero dollars (\$0)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 including any amendments thereto; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, including any amendments thereto, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017, including any amendments thereto. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Insurance

The Construction Manager shall maintain the following insurance for all phases of the Project.

§ 14.3.1.1 Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Insurance in accordance with attached Exhibit B

Limits

Limits in accordance with attached Exhibit B

§ 14.3.1.2 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under the Contract Documents, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.4 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.1.5 The Construction Manager shall not cancel or reduce coverage under any policies of insurance required hereunder either before or after completion of the Work without written consent of the Owner.

§ 14.3.1.6 The carrying of insurance shall not be deemed to release the Construction Manager or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under the Contract Documents.

§ 14.3.2 Bonds

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in the Contract Documents. The Construction Manager shall provide performance and payment bonds in the amount of 100% of the total contract sum.

§ 14.4 Other provisions:

§ 14.4.1 The Construction Manager shall itself comply with and shall notify in writing the various Subcontractors of their obligations to comply with §18-2-406, MCA in terms of giving preference to the employment of bona fide Montana residents in the work it performs under this Agreement and in paying the standard prevailing wage rate of wages, including travel allowance and fringe benefits, in effect and applicable to the operations that are conducted in performing the Work on this Project. The Construction Manager will properly classify its employees and ensure that the various Subcontractors properly classify their respective employees in accordance with the most recent Montana prevailing wage rates as established by the Montana Department of Labor prior to commencing operations under this Agreement. A copy of the applicable prevailing wage rates must be contained in the Project Manual and are expressly incorporated herein by reference.

§ 14.4.2 No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner or the Construction Manager shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of either party to insist on strict performance of any agreement, term, condition or covenant herein set forth, shall not constitute or be construed as a waiver of the rights of either or the other thereafter to enforce any other default of such agreement, term, condition or covenant; neither shall such failure to insist upon strict performance be deemed sufficient ground to enable either party to forgo or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

§ 14.4.3 If in any instance any provision hereof shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provision shall be given effect in accordance with their terms.

§ 14.4.4 This Agreement may be executed in several counterparts, and each such counterpart shall be deemed an original.

§ 14.4.5 Time is of the essence, and the Construction Manager agrees to proceed with the provision of services under this Agreement with due diligence and without delay, in order to meet the Owner's schedule of construction and

occupancy. It is expressly agreed and understood between the parties that the project must reach Substantial Completion no later than the date agreed to in writing by Owner and Construction Manager with the advice of the Architect.

§ 14.4.6 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the _____ 10th _____ Judicial District Court of the State of Montana (Fergus County).

§ 14.4.7 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on page 1 (or as changed by written notice); or by depositing such notice with the United States Postal Service, postage fully prepaid, to the person at the address set forth on page 1; by certified mail, return receipt requested; or to such other address as either party may later designate in writing. Any notice given by mail as herein provided shall be deemed given when deposited in the United States Mail;

§ 11.8 The Construction Manager shall not allow any liens to be filed against the Owner relating to the Work to be performed or labor or materials to be furnished under the Contract Documents. The Construction Manager shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed or labor or materials to be furnished under the Contract Documents. Neither Final Payment by the Owner nor acceptance of the Work shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Construction manager shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and reasonable attorneys' fees.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, including amendments thereto, General Conditions of the Contract for Construction

.5

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B – Owner's approved budget

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Cliff Garness Vice President
Sletten Construction Company
(Printed name and title)

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

15

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

ITEM TITLE: APPROVE BIDS FOR GUARANTEED MAXIMUM PRICE FOR PHASE ONE CLASSROOM CONSTRUCTION AT LEWIS AND CLARK ELEMENTARY SCHOOL

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

SUMMARY:

The Board of Trustees needs to approve the bids for guaranteed maximum price for phase one classroom construction at Lewis and Clark Elementary School. Below is the list of Responsible Low Bidders:

Earthwork - Griffith
Concrete - Sletten
Masonry - Benchmark
Structural Steel - Allied/Apex Team
Casework - Moderne Cabinet
Insulation - Klinefelters
Roofing - Empire Roofing
Windows/Storefront - TC Glass
Framing Package - Sletten
Electrical - Peak Electric
Mechanical/Plumbing All Projects - Norpac/Williams Team

SUGGESTED ACTION: Approve Bids for Guaranteed Maximum Price for Phase One Classroom Construction at Lewis and Clark Elementary School

☒ **Additional Information Attached**

NOTES:

<i>Board Action</i>	Motion	Second	Ave	Nav	Abstain	Other
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

Lewis&Clark Classrooms Phase 1

GMP #1

Sletten Construction Co.

Lewistown, MT

Updated Date 8/1/22

BUDGET WORK SCOPES

	GMP # L&C Classrooms Addition + Reno + MEP	Overall Estimate L&C Classrooms Addition + Reno + MEP
DIV. 1 - GENERAL REQUIREMENTS	\$164,194	\$166,816
DIV. 2 - DEMO WORK	\$37,996	\$37,996
DIV. 3 - CONCRETE	\$189,270	\$189,270
DIV. 4 - MASONRY	\$34,000	\$34,000
DIV. 5 - METALS	\$219,077	\$219,077
DIV. 6 - CARPENTRY	\$92,335	\$92,335
DIV. 7 - THERMAL & MOISTURE PROTECTION	\$241,513	\$361,113
DIV. 8 - OPENINGS	\$140,595	\$140,595
DIV. 9 - FINISHES	\$257,495	\$447,145
DIV. 10 - SPECIALTIES	\$10,593	\$10,593
DIV. 11 - EQUIPMENT	\$0	\$0
DIV. 12 - FURNISHINGS	\$7,655	\$7,655
DIV. 13 - SPECIAL CONSTRUCTION	\$0	\$0
DIV. 14 - ELEVATOR	\$0	\$0
DIV. 21 - FIRE SUPPRESSION	\$0	\$246,750
DIV. 22 - PLUMBING	\$767,953	\$767,953
DIV. 23 - HVAC (in plumbing)	\$0	\$0
DIV. 26 - ELECTRICAL	\$164,967	\$164,967
DIV. 27 - COMMUNICATIONS	\$0	\$39,500
DIV. 28 - ELECTRONIC SECURITY & SAFETY	\$0	\$0
DIV. 31 - EARTHWORK	\$180,218	\$180,218
DIV. 32 - EXTERIOR IMPROVEMENTS	\$15,000	\$15,000
DIV. 33 - UTILITIES (in earthwork)	\$0	\$0
COST OF WORK TOTAL	\$2,522,859	\$3,120,983

GMP #1 from GMP #1 breakdown

\$2,522,859

GC's based off Each Phase Construction Duration	based off 6 months	\$299,778	\$299,778
CGL Insurance		\$19,055	\$19,055
Builders Risk Insurance By Owner		\$0	\$0
Performance and Payment Bonds		\$20,429	\$20,429
GENERAL CONDITIONS TOTAL		\$339,262	\$339,262
Escalation	1.5%	\$0	\$46,815
GC/CM Contingency	7.50%	\$214,659	\$263,029
GC/CM Fee	4.75%	\$146,147	\$179,079
CONSTRUCTION BUDGET TOTAL		\$3,222,927	\$3,949,168

SOFT COSTS

Preconstruction Services	By Separate Contract	\$0	\$0
Design Contingency	By Owner	\$0	\$0
Owner Contingency	By Owner	\$0	\$0
Building Permit	By Owner	\$0	\$0
FF & E	By Owner	\$0	\$0
Special Inspections or Materials Testing	By Owner	\$0	\$0
Hazardous Material Abatement and Air Clearances	By Owner	\$0	\$0
Furnishings and Equipment	By Owner	\$0	\$0
SOFT COSTS TOTAL		\$0	\$0

PROJECT TOTAL

\$3,222,927

\$3,949,168

GMP #1 Total

Overall Estimate Total

CLARIFICATIONS

Based on 6.15.22 CLASSROOM ADDITION AND RENOVATION, PHASE 1 Drawings (74 pgs)
Based on 6.16.22 CLASSROOM ADDITION AND RENOVATION, PHASE 1 Specifications (920 pgs)
Based on L&C-Classrooms_DetailedSchedule_6.21.2022
Remove & Replace Solar Equipment on Existing Roof By Owner
Marker boards/Smart Boards/Visual Displays & Educational Equipment by Owner
TP Holders, Paper Towel and Soap Dispenser by Owner
All furniture, tables, desks, etc by Owner
No framing, flooring, or ceiling finishes included for secured entry; Includes storefront only per plans
Includes expansion joints shown in plans only; interior expansion joints and covers not clarified in plans

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

16

ITEM TITLE: APPROVE MEMORANDUM OF UNDERSTANDING TO ALLOW PARKING FOR STUDENT PICKUP AND DROP OFF AT THE CHURCH OF LATTER DAY SAINTS AND THE CHURCH OF THE NAZARENE

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

SUMMARY:

The Board of Trustees needs to approve the Memorandum of Understanding to allow parking for student pickup and drop off at The Church of Latter Day Saints and The Church of the Nazarene.

SUGGESTED ACTION: Approve Memorandum of Understanding to allow parking for student pickup and drop off at The Church of Latter Day Saints and The Church of the Nazarene.

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

MEMO OF UNDERSTANDING
LEASE FOR PARKING AND PICK-UP/DROP OFF

This agreement made and entered into this _____ day of _____, 2022 by and between The Church of Jesus Christ of Latter-Day Saints , hereinafter referred to as Lessor; and Lewistown School District, hereinafter referred to as Lessee;

In consideration of mutual covenants contained herein, the parties agree as follows:

1. LEASE OF PREMISES. Lessor leases to Lessee those certain Premises named Parking Lot of The Church of Jesus Christ of Latter-Day Saints.
2. TERM OF LEASE. The term of this lease is for 24 months, commencing _____, 2022 and terminating _____, 2024. This lease may be terminated by either party for any reason with 90 days written notice to the other party.
3. RENEWAL TERMS. This lease is renewable upon the written agreement of the parties.
4. USE OF PREMISES. Lessee shall use the Premises for pick-up and drop-off of students during the school year and parking for school events.
5. RESTRICTIONS ON USE. The Premises may be used for any other purpose only with the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall not use the Premises in any manner which will increase the risks covered by insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's purposes. Lessee shall not keep, use or sell anything prohibited by any fire insurance policy covering the Premises and shall comply with all the insurer's requirements necessary to keep the fire and liability insurance. Lessee shall not allow any waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful purpose.
6. PARKING. Lessee shall be entitled to parking privileges at the Premises during the hours of 7:30 a.m. to 4:00 p.m. from Monday through Friday during the school year.
7. INDEMNIFICATION. Lessee agrees to protect, indemnify and hold harmless the Lessor from any and all loss, cost, damage or expense, arising out of or from an accident or other occurrence on or about these Premises, caused by Lessee that causes injury to any person or property, and will protect, indemnify and hold harmless the Lessor from any and all claims, costs or expenses arising from any failure of the Lessee in any respect to comply with and perform all requirements and provisions agreed to and required by law or ordinance, during the rental period.

Lessor agrees to protect, indemnify and hold harmless the Lessee from any and all loss, cost, damage or expense, arising out of or from an accident or other occurrence on or about these Premises, caused by Lessor that causes injury to any person or property, and will protect, indemnify and hold harmless the Lessee from any and all claims, costs or expenses arising from any failure of the Lessee in any respect to comply with and perform all requirements and provisions agreed to and required by law or ordinance, during the rental period.

8. INSURANCE. Lessor shall insure the leased Premises against loss or fire with extended coverage in a sufficient amount to cover the entire Premises during the term, or any extended Lessee placed on the Premises, the title to which items shall remain in Lessee.

Lessee understands that it is the Lessee's responsibility to obtain personal or group liability insurance coverage for the time of their use of the Premises. Lessee shall procure and maintain in force, at its expense, for the term of this lease and any extension thereof, public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through Lessee's use of, or arising out of accidents occurring in or around, the leased Premises to either persons or property as a result of Lessee's use. Lessee shall provide Lessor with a Certificate of Insurance in the amount of \$2,500,000.00 (Two Million Five Hundred Thousand Dollars). When obtaining this insurance Lessee will have agent list The Church of Jesus Christ of Latter-Day Saints as an additional insured certificate holder.

9. JANITORIAL SERVICE, REPAIRS AND MAINTENANCE. Lessee shall provide all cleaning, maintenance and maintenance services required to keep the lease Premises in good order and clean condition during the term of this lease. Lessee shall: 1) maintain the leased Premises in as good condition as when it took possession, reasonable wear and tear alone excepted, and 2) Lessee shall keep all sidewalks, steps, or approaches clear of hazards.

10. DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

11. ENTRY ON PREMISES BY LESSOR. Lessor reserves the right to enter the leased Premises at reasonable times to inspect them, perform required maintenance and repairs or make additions, alterations, and modifications to any part of the building in which the Premises are located; and Lessee shall permit Lessor to do so.

12. ALTERATION AND MODIFICATIONS. Lessee shall not structurally alter or modify the Premises in any way without first obtaining the prior, written consent of Lessor. If such structural alterations, modifications or improvements are approved by Lessor and made by Lessee, they shall become a part of the leased Premises and the sole property of Lessor, unless otherwise specifically agreed in writing.

13. FIRE OR DESTRUCTION. It is agreed that if during the term of this lease the leased Premises or any part thereof shall be totally destroyed by fire or destroyed by action of the elements to such extent that the Premises cannot be made ready for occupancy within 90 days after such happening, then and in that event, this lease shall cease and terminate from the date of said happening and Lessee shall immediately surrender the Premises and all interest therein to Lessor and Lessor shall return to Lessee any advance rentals which Lessee may have paid to Lessor from and after the date of said destruction and damage. To the extent that the Premises

can be made ready for occupancy within 90 days after such happening, then Lessor shall immediately begin such repair work.

14. NOTICES. All notices to be given with respect to this lease shall be given in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt required, to the parties at the addresses set forth herein, or at such other address as either party may from time to time designate in writing. Each notice shall be deemed given at the time it is deposited in the United States mail. Nothing herein shall be construed to preclude service of any notice in the manner prescribed for personal service of summons or other legal process.

15. SURRENDER OF PREMISES. On the last day of the term, or upon such earlier termination or forfeiture of this lease, Lessee shall peaceably and quietly surrender and deliver the leased Premises to Lessor, free of sub tenancies and in good condition and repair.

16. TOTAL AGREEMENT: ACCEPTABILITY TO SUCCESSORS. This lease contains the entire agreement between the parties and cannot be changed, except by written agreement subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding upon the heirs, legal representative, and assigns of both parties herein.

21. RELATIONSHIP. This Agreement does not create a relationship between the Lessor and Lessee other than for the lease of the facility. The Parties are not engaged or otherwise entangled in the delivery of faith-based instruction or other religious operation. The Parties are independent of one another in their respective operations. The Lessee is free from the control and direction by the Lessor over the delivery of instruction and operations of the services, both under this Agreement and in fact.

DATED this __ day of _____, 2022.

The Church of Jesus Christ of Latter-Day Saints

Date: _____

Authorized Representative

_____, Board Chair
Lewistown School District

Date: _____

ATTEST:

_____, District Clerk
Lewistown School District

Date: _____

MEMO OF UNDERSTANDING
LEASE FOR PARKING AND PICK-UP/DROP OFF

This agreement made and entered into this _____ day of _____, 2022 by and between Bonanza Hills Church of the Nazarene, hereinafter referred to as Lessor; and Lewistown School District, hereinafter referred to as Lessee;

In consideration of mutual covenants contained herein, the parties agree as follows:

1. LEASE OF PREMISES. Lessor leases to Lessee those certain Premises named Parking Lot of the Bonanza Hills Church of the Nazarene.
2. TERM OF LEASE. The term of this lease is for 24 months, commencing _____, 2022 and terminating _____, 2024. This lease may be terminated by either party for any reason with 90 days written notice to the other party.
3. RENEWAL TERMS. This lease is renewable upon the written agreement of the parties.
4. USE OF PREMISES. Lessee shall use the Premises for pick-up and drop-off of students during the school year and parking for school events.
5. RESTRICTIONS ON USE. The Premises may be used for any other purpose only with the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall not use the Premises in any manner which will increase the risks covered by insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's purposes. Lessee shall not keep, use or sell anything prohibited by any fire insurance policy covering the Premises and shall comply with all the insurer's requirements necessary to keep the fire and liability insurance. Lessee shall not allow any waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful purpose.
6. PARKING. Lessee shall be entitled to parking privileges at the Premises during the hours of 7:30 a.m. to 4:00 p.m. from Monday through Friday during the school year.
7. INDEMNIFICATION. Lessee agrees to protect, indemnify and hold harmless the Lessor from any and all loss, cost, damage or expense, arising out of or from an accident or other occurrence on or about these Premises, caused by Lessee that causes injury to any person or property, and will protect, indemnify and hold harmless the Lessor from any and all claims, costs or expenses arising from any failure of the Lessee in any respect to comply with and perform all requirements and provisions agreed to and required by law or ordinance, during the rental period.

Lessor agrees to protect, indemnify and hold harmless the Lessee from any and all loss, cost, damage or expense, arising out of or from an accident or other occurrence on or about these Premises, caused by Lessor that causes injury to any person or property, and will protect, indemnify and hold harmless the Lessee from any and all claims, costs or expenses arising from any failure of the Lessee in any respect to comply with and perform all requirements and provisions agreed to and required by law or ordinance, during the rental period.

8. INSURANCE. Lessor shall insure the leased Premises against loss or fire with extended coverage in a sufficient amount to cover the entire Premises during the term, or any extended Lessee placed on the Premises, the title to which items shall remain in Lessee.

Lessee understands that it is the Lessee's responsibility to obtain personal or group liability insurance coverage for the time of their use of the Premises. Lessee shall procure and maintain in force, at its expense, for the term of this lease and any extension thereof, public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through Lessee's use of, or arising out of accidents occurring in or around, the leased Premises to either persons or property as a result of Lessee's use. Lessee shall provide Lessor with a Certificate of Insurance in the amount of \$2,500,000.00 (Two Million Five Hundred Thousand Dollars). When obtaining this insurance Lessee will have agent list the Bonanza Hills Church of the Nazarene as an additional insured certificate holder.

9. JANITORIAL SERVICE, REPAIRS AND MAINTENANCE. Lessee shall provide all cleaning, maintenance and maintenance services required to keep the lease Premises in good order and clean condition during the term of this lease. Lessee shall: 1) maintain the leased Premises in as good condition as when it took possession, reasonable wear and tear alone excepted, and 2) Lessee shall keep all sidewalks, steps, or approaches clear of hazards.

10. DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

11. ENTRY ON PREMISES BY LESSOR. Lessor reserves the right to enter the leased Premises at reasonable times to inspect them, perform required maintenance and repairs or make additions, alterations, and modifications to any part of the building in which the Premises are located; and Lessee shall permit Lessor to do so.

12. ALTERATION AND MODIFICATIONS. Lessee shall not structurally alter or modify the Premises in any way without first obtaining the prior, written consent of Lessor. If such structural alterations, modifications or improvements are approved by Lessor and made by Lessee, they shall become a part of the leased Premises and the sole property of Lessor, unless otherwise specifically agreed in writing.

13. FIRE OR DESTRUCTION. It is agreed that if during the term of this lease the leased Premises or any part thereof shall be totally destroyed by fire or destroyed by action of the elements to such extent that the Premises cannot be made ready for occupancy within 90 days after such happening, then and in that event, this lease shall cease and terminate from the date of said happening and Lessee shall immediately surrender the Premises and all interest therein to Lessor and Lessor shall return to Lessee any advance rentals which Lessee may have paid to Lessor from and after the date of said destruction and damage. To the extent that the Premises

can be made ready for occupancy within 90 days after such happening, then Lessor shall immediately begin such repair work.

14. NOTICES. All notices to be given with respect to this lease shall be given in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt required, to the parties at the addresses set forth herein, or at such other address as either party may from time to time designate in writing. Each notice shall be deemed given at the time it is deposited in the United States mail. Nothing herein shall be construed to preclude service of any notice in the manner prescribed for personal service of summons or other legal process.

15. SURRENDER OF PREMISES. On the last day of the term, or upon such earlier termination or forfeiture of this lease, Lessee shall peaceably and quietly surrender and deliver the leased Premises to Lessor, free of sub tenancies and in good condition and repair.

16. TOTAL AGREEMENT: ACCEPTABILITY TO SUCCESSORS. This lease contains the entire agreement between the parties and cannot be changed, except by written agreement subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding upon the heirs, legal representative, and assigns of both parties herein.

21. RELATIONSHIP. This Agreement does not create a relationship between the Lessor and Lessee other than for the lease of the facility. The Parties are not engaged or otherwise entangled in the delivery of faith-based instruction or other religious operation. The Parties are independent of one another in their respective operations. The Lessee is free from the control and direction by the Lessor over the delivery of instruction and operations of the services, both under this Agreement and in fact.

DATED this __ day of _____, 2022.

The Bonanza Hills Church of the Nazarene

Date: _____

Authorized Representative

_____, Board Chair
Lewistown School District

Date: _____

ATTEST:

_____, District Clerk
Lewistown School District

Date: _____

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

17

ITEM TITLE: APPROVE SECOND READING OF 2022-2027 SCHOOL BOARD OF TRUSTEES STRATEGIC GOALS AND OBJECTIVES

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

SUMMARY:

The Board of Trustees needs to approve the 2022-2027 Strategic Goals and Objectives.

SUGGESTED ACTION: Approve Second Reading of 2022-2027 Board of Trustees Strategic Goals and Objectives

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

THE BOARD OF TRUSTEES OF LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

2022-2027 GOALS AND STRATEGIC OBJECTIVES

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

Goal Area 1: Measurable Student Achievement

Statement of Intended Outcome, 2022-2027: *Lewistown Public Schools has developed an outstanding educational program that ensures that every student achieves the highest academic performance possible and has multiple opportunities to actively participate in both co-curricular and extra-curricular activities offered by our District. We use a multitude of measures to gauge student performance based on district-created progress goals. We adequately prepare students for their career/job choices and life choices. Our staff is highly supporting and enthusiastic about our differentiated approach to instruction.*

Strategic Objectives:

1. Multi-Tiered Systems of Support (MTSS) is embraced and consistently implemented by staff in every building in the district and is used to monitor and improve student **achievement through academic, behavioral and Social/Emotional Learning interventions and measurements.**
2. The District is consistent in each building in developing and implementing both curricula as well as intervention programs to insure student achievement and success **consistent with our Whole Child Philosophy?**
3. The District has evaluated the high school graduation requirements and its processes for allowing deviation from the requirements for both college bound and vocation bound students.
4. The District is consistent at all levels in developing and implementing differentiated **and personalized** instruction techniques **to meet the full potential of every student.**

Goal Area 2: Facilities

Statement of Intended Outcome, 2022-2027: *Lewistown Public Schools continues to strive for a state-of-the-art facilities program that meets the needs of our students and staff on a long-term basis. We have prioritized our facility needs and have a plan in place for resources necessary to achieve our facilities program. Our facilities program is ~~fully supported~~ **has partnered with** our community. In planning for our facilities, we have adequately addressed the issue of technology and incorporated that in to our facilities plan. **The District's facility plan addresses Three (3) Priorities: 1) Safety and Security of our Facilities 2) Prioritizing our infrastructure needs to become more efficient and 3) Increasing student classroom and collaborative space for new programs and increased learning.***

Strategic Objectives:

1. Develop a comprehensive plan to address the District's building and facilities needs to insure our physical plant can effectively and efficiently address the needs of our students, staff and community for the next 20 years. **The District has done a comprehensive facility assessment conducted by Cushing-Terrell Architecture in 2019. Based on this assessment the Board formulated a Facility Bond proposal for November of 2021. The Elementary Bond passed but the High School Bond failed. We will continue to update the Facility Plan.**
2. Secure community support and funding necessary to implement the comprehensive facilities plan. **We will continue to partner with the entire community and conduct listening sessions, school tours,**

reach out to Kiwanis, Rotary, Chamber of Commerce, Port Authority, Area Businesses and the Council of Aging. We will build community support from the inside out beginning with the School Board, then LPS Staff, then Parents and then the Community at large.

3. Use gifting and fund-raising via **Federal funding, State funding, Federal and State grants, Bond Proposals** and the Central Montana Foundation to assure long-term funding for critical needs in our buildings and grounds.

Goal Area 3: Community / Parental Engagement

Statement of Intended Outcome, 2022-2027: *Lewistown Public Schools has created an environment of collaboration and transparency with families of students and with our community as a whole. Families of students are actively involved in their children's education. The community is highly engaged in helping provide the best education possible for our children. As a result of our community's and family's commitment to public education, we have established a collaborative approach to solving public education issues that includes our local legislators.*

Strategic Objectives:

1. Develop, implement and maintain a consistent, district-wide effort to involve parents and interested community members in our schools **through monthly PAC meetings, Title I meetings, School Forums, School Board/Committee Meetings, Booster Club meetings, Parent-Teacher Conferences, School Events, etc.**
2. Implement an accepted and used communication system so that information can be shared quickly and effectively with parents and interested community members and to allow easy and effective communication from parents and interested community members with the Board, administration and district staff. **Our ability to text, email, or "robocall" plus the addition of the new phone system has increased our ability to communicate with staff, students, parents, and the community much more easily.**
3. Implement a program whereby those parents and community members interested and willing to advocate for public schools with the legislature and state agencies are empowered to do so. **Three Staff Members were part of the SAM Legislative Network during the 2021 Legislative Session. In addition, three Staff members are part of the Delegate Assembly for School Administrators of Montana for the 2023 Legislative Session.**
4. Utilize social media (i.e. Facebook, Twitter, **Instagram**, etc.) to promote school activities and events to keep parents and interested community members informed.

Goal Area 4: Technology

Statement of Intended Outcome, 2022-2027: *Lewistown Public Schools has developed a technology plan that incorporates regular upgrades of both hardware and software and training of staff on existing and new programs. We have successfully incorporated technology into our facilities and all aspects of our educational program in a methodical and effective manner that prepares our students for the real world. We have systems in place to ensure the safety of our students and compliance with District standards.*

Strategic Objectives:

1. Keep technology infrastructure current and sound (routers, switchers, servers, internet service and work stations). Continue to prevent problems and keep technology accessible (security, filtering, preventative updates).
2. Have implemented steps to leverage social networking and other technology to support better teaching and learning by expanding student-to-student and student-to-faculty connections for collaborating beyond the classroom.

3. Provide staff development to ensure that technology standards are implemented in classrooms district wide **on a continuous cycle**.
4. Develop and implement efforts to develop a consistent approach/philosophy by our staff for the use of technology in the classroom as an effective and proven learning tool.
5. Determine how the district should help educate parents about the ways their children use technology **responsibly** (in and out of school, for good and bad reasons).

Goal Area 5: Highly Qualified Staff

Statement of Intended Outcome, 2022-2027: *Lewistown Public Schools has developed a recruitment and retention program to ensure that the District hires and retains high quality, effective personnel. **The District utilizes an online application process using the platform, Unified Talent that also recruits nationally with with an application called School Spring. We have also partnered with Montana State University to recruit teachers to our rural area with their Rural Practicum Outreach program.** Our teachers and other staff have been provided professional development opportunities that directly correlate to the high academic standards set by the District. Our teachers and other staff have embraced the use of technology into all aspects of our educational programs. The staff shares the vision of the Board in providing differentiated educational programs in order to meet the needs of our students and in achieving the District's high academic standards.*

Strategic Objectives:

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

Goal Area 6: Fiscal Management/Responsibility

Statement of Intended Outcome, 2022-2027: *Lewistown Public Schools has secured adequate, sustainable funding from the State and has developed a process to prioritize the financial resources that we have according to the educational goals set by the District. We have secured funding sources that are not earmarked for specific causes and have the discretion to determine where funds are needed in order to achieve our high standards and our goals. Through our community engagement initiative, our community understands our budgeting process, they support our schools and they understand our needs and the strategic direction of our District.*

Strategic Objectives:

1. Review all financial processes; streamline and consolidate these processes where possible; find ways to improve efficiencies and accountability in our financial processes while reducing, if possible, staff frustration with them.
2. Seek ways to better involve staff in budget development.
3. Carefully assess specific ways in which we can involve community, staff and the Board in better maintaining a strong and influential presence in the next Montana Legislature (**2023**).
4. The Lewistown Schools leadership team works with outlying communities to determine what cooperative efforts can be made to make the best use of limited resources.

Conclusion:

Prior to June 30 of each fiscal year, the Board of Trustees will review these Goals and Strategic Objectives and insure they still represent appropriate and realistic milestones on our way to our 20-year vision.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

18

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

ITEM TITLE: APPROVE EXTENSION OF ROY BUS ROUTE INTO THE LEWISTOWN SCHOOL DISTRICT

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

SUMMARY:

The Board of Trustees needs to approve the request from Roy Public Schools to extend their bus routes into the Lewistown School District as described on the attachment.

SUGGESTED ACTION: Approve Extension of Roy Bus Routes into the Lewistown School District

☒ Additional Information Attached

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<u>Board Action</u>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

Fergus County Bus Transportation Agreement

Out -of- District Approval

The Board of Trustees of Roy District No. 74, Fergus County
and the Board of Trustees of _____ No. _____, _____ County, agree
and approve the out of district/county approved bus route extensions to pick up students to attend
the Roy Schools for the 2022-23 school year.

This agreement is a blanket coverage for students who are transported by District 74 buses to
attend Roy Schools.

Description of Route:

We request to pick up and turn around in Hilger in
the mornings and drop off afterschool.

Individual Transportation Contracts will be approved on another Attendance and Transportation
Agreement.


Board Chairman

Board Chairman

Roy School Dist # 74
Date 07/18/23

School Dist # _____
Date _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chairman

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

19

ITEM TITLE: APPROVE IDEA PART B FEDERAL FLOW-THROUGH APPLICATION TO CMLRCC
FOR SPECIAL EDUCATION EXPENSES

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

SUMMARY:

As in previous years, Lewistown Public Schools will apply for Federal Special Education Funds from Central Montana Learning Resource Center Cooperative (CMLRCC). These funds will be used to pay partial salaries and health insurance for Special Education Teachers and Assistants.

The Board of Trustees needs to consider and approve the School District's application for these needed funds.

In FY21 this request has was for \$58,500. The Coop Board voted to reduce this amount incrementally for the next 3 fiscal years down to \$0. For FY22 the amount was \$40,000 and for this fiscal year the amount is \$20,000. A request will not be made in FY24.

SUGGESTED ACTION: Approve Flow-Through Application to CMLRCC

☒ **Additional Information Attached**

NOTES:

<i>Board Action</i>	<i>Motion</i>	<i>Second</i>	<i>Aye</i>	<i>Nay</i>	<i>Abstain</i>	<i>Other</i>
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

SECTION IV

Please give a brief description of how you intend to use this money and a brief description of how you will evaluate or document the expenditure of funds to improve student achievement.

Funds Requested	Funds Are Used For	Documentation/ Student Outcomes (What data will be collected to document gains in student achievement?)
Salaries \$16,000 Benefits \$4,000 Contracted Services _____ Travel _____ Supplies _____ Equipment _____ Other _____ TOTAL Part B FUNDS APPLIED FOR \$20,000	Salary and benefits for para-professionals to provide instructional support to students in intervention programs such as Read Naturally, Rewards, corrective Reading and Language.	Outcomes will be based on curriculum-based measures, such as AIMSWeb, and on instructional materials progress monitoring data.

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

20

ITEM TITLE: APPROVE BUY SELL LAND AGREEMENT WITH CHRISTINE JENNI

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

SUMMARY:

The Board of Trustees needs to approve the Buy Sell land agreement with Christine Jenni. The property was surplused in accordance with MCA and the 14 day waiting period has been observed without any public comment.

SUGGESTED ACTION: Approve Buy Sell Land Agreement with Christine Jenni

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

BUY-SELL AGREEMENT (Land) **(Including Earnest Money Receipt)**



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: 07/28/2022
 2 Christine Elizabeth Jenni
 3 as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☒ individually, ☐ other
 4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
 5 following described real property (hereafter the "Property") commonly known as School District 2 acres
 6 9 miles northeast of Lewistown
 7 in the City of Lewistown, County of Fergus, Montana, legally described
 8 as: See Exhibit A

11 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
 12 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____

15 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
 16 are included and shall transfer to the Buyer at Closing: _____

19 Buyer acknowledges that only the personal property set forth above is to transfer to the Buyer at Closing regardless of
 20 any other advertisements or information to the contrary.

PURCHASE PRICE AND TERMS:

23 \$ 3,000.00 Purchase Price: Three Thousand (U.S. Dollars)

24 \$ _____ Earnest Money (credited to Buyer at closing)

25 \$ 3,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

(check one):

☐ All cash at closing (no financing contingency);

Certification of cash funds provided ☐ with offer OR ☐ delivered by Buyer within
 _____ days of the date all parties have signed this Agreement.

☐ Additional cash down payment at closing in the minimum amount of:

☐ \$ _____ OR ☐ _____ % of the Purchase Price.

Balance to be financed as indicated below:

☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity

☐ Other _____

1. Buyer to pay all closing costs, title insurance costs,
publication costs and the seller's legal fees.

2. Closing date to be on or before August 24, 2022.

Pre-approval letter from financial institution provided ☐ with offer OR ☐ delivered by
 Buyer within _____ days of the date all parties have signed this Agreement.

44 **CLOSING DATE:** The date of closing shall be (date) see line 37 (the "Closing Date"). The parties may, by
 45 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
 46 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
 47 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
 48 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
 49 more than 7 days to accommodate delays attributable solely to such third party financing.

DS
 [Signature]
 Buyer's Initials

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 Buy-Sell Agreement (Land), April 2021
 Page 1 of 8

 Seller's Initials

50 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:

51 ☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**

52 ☒ upon recording of the deed or notice of purchaser's interest, **OR**

53 ☐ _____

54 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
55 and Homeowner's Association facilities, if applicable.

56

57 **EARNEST MONEY:** (check one)

58 ☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced
59 by:

60 ☐ Cash or ☐ Check.

61 Broker/Salesperson: _____
62 (name printed) (signature acknowledging receipt of earnest money)

63

64 **OR**

65

66 ☐ Buyer agrees to provide earnest money in the amount as set forth herein within _____ days, by 5:00 p.m. (Mountain
67 Time), of the date all parties have signed this Agreement.

68

69 Earnest money may be made by check, cash or wire transfer and shall be held in trust by _____

70

71 _____ . If Buyer fails to provide earnest money as set forth herein,
72 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

73

73 **FINANCING CONDITIONS AND OBLIGATIONS:**

74

75 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
76 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
77 any contingent source of such funds unless otherwise expressly set forth herein.

78

79 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
80 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
81 completion of a contract for deed by 5:00 pm (Mountain Time) (date) _____

82

83 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

84

84 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
85 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
86 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
87 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
88 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
89 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

90

91 **FINANCING CONTINGENCY:**

92 ☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
93 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
94 Agreement is terminated and the earnest money will be refunded to the Buyer.

95

96 **APPRAISAL CONTINGENCY:**

97 ☐ Property must appraise for at least ☐ the Purchase Price **OR** at least ☐ \$ _____. If the
98 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
99 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
100 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
101 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

102

103 ☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price **OR** at least
104 ☐ \$ _____. Release Date: _____ at 5:00 p.m. (Mountain Time).

DS
[Redacted Signature]
Buyer's Initials

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). Release Date: _____ days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the Release Date set forth above and to object to any new title exceptions created or suffered since the effective date of the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days equal to the number of days set forth after the Release Date, above, plus thirteen (13).

PROPERTY INVESTIGATION: This offer is contingent upon Buyer's independent investigation of the following conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer does not purchase the Property. Release Date: _____ at 5:00 p.m. (Mountain Time).

This offer is contingent upon _____

 _____ Release Date: _____ at 5:00 p.m. (Mountain Time).

This offer is contingent upon _____

 _____ Release Date: _____ at 5:00 p.m. (Mountain Time).

ADDITIONAL PROVISIONS: _____

bs

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 Buy-Sell Agreement (Land), April 2021
 Page 3 of 8

_____/_____
 Seller's Initials

162 _____
 163 _____
 164 _____
 165 _____
 166 _____
 167 _____
 168 _____

169 **CONVEYANCE:** The Seller shall convey the real property by Warranty
 170 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
 171 Buyer. The Seller shall convey the personal property by Bill of Sale.

173 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
 174 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
 175 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
 176 Property, except: none.

178 Filing or transfer fees will be paid by ☐ Seller, ☒ Buyer, OR ☐ split equally between Buyer and Seller.
 179 Documents for transfer will be prepared by _____.

181 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
 182 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
 183 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
 184 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section
 185 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

187 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of
 188 Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and
 189 other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands
 190 immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and
 191 to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a
 192 land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including
 193 permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water
 194 bodies, including vegetation removal.

196 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
 197 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or
 198 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.
 199 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some
 200 cases, these mineral rights have been transferred to a party other than the property owner and as a result the
 201 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been
 202 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to
 203 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that
 204 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
 205 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
 206 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
 207 have conducted an inspection or analysis of the mineral rights to and for the Property.

209 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by ☐ Seller
 210 ☒ Buyer ☐ Equally Shared.

212 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
 213 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
 214 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
 215 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
 216 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

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 Buyer's Initials

217 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
 218 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or
 219 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the
 220 preliminary title commitment approved by the Buyer.

221
 222 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein,
 223 that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or
 224 delivered within _____ days (3 business days if blank) of receipt, or the date all parties have signed this Agreement,
 225 whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and
 226 that sums so paid are consideration for services rendered.

227
 228 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
 229 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
 230 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
 231 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
 232 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
 233 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
 234 Non-Assignability" section below.

235
 236 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
 237 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
 238 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have
 239 been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

240
 241 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
 242 District and association special assessments for the current tax year, as well as prepaid rents, water and sewer
 243 system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common
 244 maintenance fees, as of the date of closing unless otherwise agreed.

245
 246 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
 247 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
 248 Seller will remove all personal property not included in this sale prior to closing.

249
 250 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
 251 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
 252 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
 253 owner of property, contact either your local County extension agent or Weed Control Board.

254
 255 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
 256 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
 257 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
 258 information concerning registered offenders available to the public. If you desire further information please contact the
 259 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
 260 assigned to the area.

261
 262 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
 263 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

264 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
 265 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- 266 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the
 267 rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
 268 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
 269 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

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 Buyer's Initials

270 SELLER'S REMEDIES:

271 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
 272 transaction within the time period provided in this Agreement, the Seller may:

273 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
 274 under this Agreement shall be terminated; **OR**

275 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**

276 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.
 277

278 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
 279 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
 280 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
 281 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
 282

283 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
 284 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
 285 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
 286 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
 287 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
 288 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
 289 Internal Revenue Code.
 290

291 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
 292 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
 293 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
 294 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
 295 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.
 296

297 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
 298 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
 299 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
 300 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
 301 documents concerning this Property or underlying obligations pertaining thereto.
 302

303 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
 304 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
 305 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
 306 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
 307 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
 308 credit card numbers through email.
 309

310 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
 311 assumed by Seller through the time of closing unless otherwise specified.
 312

313 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
 314

315 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
 316 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
 317 express written consent.
 318

319 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
 320 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
 321 determine just.
 322

323 ~~**COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an~~
 324 ~~integral part of this Agreement.~~

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 Buy-Sell Agreement (Land), April 2021
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_____/_____
 Seller's Initials

Jenni School D

FAX/COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

EARNEST MONEY DISPUTES: Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

ADDENDA AND/OR DISCLOSURES ATTACHED: (check all that apply):

- ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer
☐ Addendum for Additional Provisions
☐ Water Rights Acknowledgement
☐ _____
☐ _____

RELATIONSHIP CONFIRMATION: The parties to this Agreement confirm that the real estate licensees identified hereafter have been involved in the capacities indicated below and the parties have previously received the required statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

_____ of _____
 (name of licensee) (name of brokerage company)

 (licensee's Montana license number) (brokerage company address)

 (licensee email address) (brokerage company phone number)

 (licensee phone number)
 is acting as ☐ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

_____ of _____
 (name of licensee) (name of brokerage company)

 (licensee's Montana license number) (brokerage company address)

 (licensee email address) (brokerage company phone number)

 (licensee phone number)
 is acting as ☐ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
☐ Seller's Agent (includes Seller's Sub-Agent)

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 Buy-Sell Agreement (Land), April 2021
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 Seller's Initials
 Jenni School D

394 Declassified by: [REDACTED]
395 [REDACTED] Date: 8/2/2022, at [REDACTED] ☐ am ☐ pm (Mountain Time)

400 Address: [REDACTED] State: [REDACTED] Zip: [REDACTED]

402 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)

403 Buyer's Signature _____
404 _____
405 Name Printed: _____

406 _____
407 Address (if different): _____ State: _____ Zip: _____

408
409 **SELLER'S COMMITMENT:**

410 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
411 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

412 _____
413 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)

414 Seller's Signature
415
416 Name Printed: School District Number One

417
418 Address: 215 7th Ave. South Lewistown State: MT Zip: 59457

419 _____
420 _____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)

421 Seller's Signature _____
422 _____
423 Name Printed: _____

424 _____

425 Address (if different): _____ State: _____ Zip: _____

426 _____ State: _____ Zip: _____
 427 ☐ Modified per the attached Counter Offer:

428 /

429 /

430	Seller's Initials	Date	Seller's Initials	Date
431				

432 ☐ Rejection of this offer by Seller (no counter offer is being made):
433

434 _____ / _____
435 Seller's Initials Date Seller's Initials Date

Jenni School D

Exhibit A

Seller: School District Number One, of Fergus County, State of Montana
Buyer: Christine Elizabeth Jenni
Legal Description: As follows

SCHEDULE C
LEGAL DESCRIPTION

File Number: 23853-1

A tract of land located in the S½ of Section 28, Township 16 North, Range 19 East, M.P.M., Fergus County, Montana, more particularly described as follows:

Commencing at the center of Section Twenty-eight (28), in Township Sixteen (16) , Range Nineteen (19) East, Montana Meridian, for the place of beginning;
run thence due East eighty feet to a point;
thence due South two hundred ninety-five feet to a point;
thence due West two hundred ninety-five feet to a point;
thence due North two hundred ninety-five feet to a point;
thence due East two hundred ninety-five feet to the place of beginning.
Said tract so bounded and described to be used for school purposes in maintaining a school thereon.

Deed Reference: Book 88, page 304

END OF LEGAL DESCRIPTION

Seller: _____
School District No. 1

Date: _____

DocuSigned by:

Christine Elizabeth Jenni

Date: 8/2/2022

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

21

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

ITEM TITLE: APPROVE OUT-OF-DISTRICT STUDENT ATTENDANCE AGREEMENT REQUEST FOR PLACEMENT INSIDE OF LEWISTOWN PUBLIC SCHOOLS

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

SUMMARY:

The Board of Trustees needs to approve the attached request for out-of-district student attendance.

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

☒ **Additional Information Attached**

NOTES:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

OUT OF DISTRICT STUDENTS 2022-2023

Board Identifier	Grade	District of Residence	District of Choice
A	11	Roy	Fergus High School
B	5	Roy	Lewistown Elementary
C	1	Roy	Lewistown Elementary
D	1	King Colony	Lewistown Elementary
E	4	King Colony	Lewistown Elementary
F	2	King Colony	Lewistown Elementary
G	5	King Colony	Lewistown Elementary
H	6	King Colony	Lewistown Elementary
I	7	King Colony	Lewistown Elementary
J	5	King Colony	Lewistown Elementary
K	8	King Colony	Lewistown Elementary
L	11	Grass Range	Fergus High School
M	K	Grass Range	Fergus High School
N	3	Grass Range	Lewistown Elementary
O	8	Grass Range	Lewistown Elementary
P	2	Grass Range	Lewistown Elementary
Q	3	Winifred	Lewistown Elementary
R	3	Winifred	Lewistown Elementary
S	7	King Colony	Lewistown Elementary
T	5	King Colony	Lewistown Elementary
U	4	King Colony	Lewistown Elementary
V	2	Grass Range	Lewistown Elementary
W	1	King Colony	Lewistown Elementary
X	8	King Colony	Lewistown Elementary
Y	1	Moore	Lewistown Elementary
Z	1	Moore	Lewistown Elementary
AA	7	Moore	Lewistown Elementary
AB	9	Moore	Fergus High School
AC	12	Grass Range	Fergus High School
AD	5	Roy	Lewistown Elementary
AE	5	Roy	Lewistown Elementary
AF	5	King Colony	Lewistown Elementary
AG	2	Denton	Lewistown Elementary
AH	7	Denton	Lewistown Elementary
AI	5	Denton	Lewistown Elementary
AJ	4	King Colony	Lewistown Elementary
AK	5	King Colony	Lewistown Elementary
AL	3	King Colony	Lewistown Elementary
AM	3	King Colony	Lewistown Elementary
AN	9	Roy	Fergus High School
AO	12	Moore	Fergus High School
AP	5	King Colony	Lewistown Elementary
AQ	8	Denton	Lewistown Elementary
AR	6	Denton	Lewistown Elementary
AS	2	Denton	Lewistown Elementary
AT	4	Moore	Lewistown Elementary
AU	7	King Colony	Lewistown Elementary
AV	12	Moore	Fergus High School
AW	8	Grass Range	Lewistown Elementary
AX	7	Grass Range	Lewistown Elementary
AY	10	Grass Range	Fergus High School
AZ	12	Roy	Fergus High School
BA	3	Roy	Lewistown Elementary
BB	11	Moore	Fergus High School

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

Meeting Date

08/08/2022

Agenda Item No.

22

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:

	Motion	Second	Aye	Nay	Abstain	Other
<i>Board Action</i>						
Bailey						
Birdwell						
Koterba						
Southworth						
Brady						
Heintz						
Fulbright						

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday August 8, 2022

EMPLOYEE NAME	POSITION	LOCATION	RECOMMENDED ACTION	EFFECTIVE DATE	RECOMMENDED BY	COMMENTS
HOGAN-MILLS, Savannah	Paraprofessional	Lewistown Jr. High School	Approve appointment on schedule --PARA EDUCATOR. Step 0 for up to 6 hours per day for up to 186 days	8/29/2022	Jeff Friesen	Replacing Jennifer Burnham
MIKAT, Gregory	Technology Support Specialist	Central Office	Approve appointment on schedule --COMPUTER TECH/PAYROLL Step 0 for up to 8 hours per day for up to 224 days	8/22/2022	Scott Baldwin	Replacing Curtis Sibbett
MOWDY, Rhonda	Food Server	Garfield Elementary School and Lewistown Jr. High School	Approve appointment on schedule -- FOOD SERVER, Step 0, lunch server up to 3 hours per day for up to 12.5 hours per week and breakfast server up to 2 hours per day for 2 days per week for up to 186 days	8/29/2022	Amie Friesen	Replacing Helen Derheim-Smithson
NOEL, Katherine	High Needs Paraprofessional	Highland Park Elementary School	Approve appointment on schedule --HIGH NEEDS PARA EDUCATOR. Step 0 for up to 7.5 hours per day for up to 186 days	8/29/2022	Matthew Ventresca	Replacing Tara Olson who transferred to Lewis and Clark
WATSON, Linda	Food Server	Highland Park Elementary School	Approve appointment on schedule --FOOD SERVER/KITCHEN AIDE Step 0 for up to 3 hours per day for up to 186 days	8/29/2022	Amie Friesen	Replacing Cheryl Bentley
WILSON, Rick	Kitchenaide	Central Kitchen	Approve appointment on schedule -- KITCHEN AIDE Step 0 for up to 8 hours per day for up to 186 days	8/29/2022	Amie Friesen	Replacing Mishaela Blazicevich

AUGUST 2022						
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SEPTEMBER 2022						
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OCTOBER 2022						
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NOVEMBER 2022						
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DECEMBER 2022						
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JANUARY 2023						
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29	30	31				

FEBRUARY 2023						
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26	27	28				

MARCH 2023						
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12	13	14	15	16	17	18
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APRIL 2023						
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30						

MAY 2023						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2023						
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 2023						
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					

PIR DAYS (Pupil Instruction-Related)

August 22	New Staff Orientation
August 29-30	All Staff Orientation/PIR
October 20-21	Staff Development Days Teachers Convention (Billings)
Oct 31-Nov 11	Parent-Teacher Conferences Schedules vary by school PIR November 3rd No school November 3rd-4th
March 27-31	Parent-Teacher Conferences Schedules vary by school Full school days for students
May 15	PIR Day

HOLIDAYS & VACATIONS

No School for Teachers or Students

September 5	Labor Day
November 4	Vacation Day
November 23-25	Thanksgiving Vacation
Dec 23 - Jan 2	Winter Break
February 24	Vacation Day
April 10	Easter Vacation
May 29	Memorial Day

	New Teacher Orientation
	First/Last Day of School  K-4 First Day
	End of Quarter
	Quarter Mid-Term
	End of Semester (2nd & 4th quarters)
	School Dismissed at 1:30 pm
	FHS Graduation Day
	PIR Day (No School for Students)
	Vacation Day (Day Off/No School)
	Paid Holiday (Day Off/No School)
	Flex Day (No School for Students)

PUPIL INSTRUCTION (INCLUDING FLEX DAYS)	First Semester				88 days	Second Semester				91 days
	FIRST QUARTER				DAYS	THIRD QUARTER				DAYS
	First Week	Aug 31	to	Sept 2	3	First Week	Jan 23	to	Jan 27	5
	Second Week	Sept 6	to	Sept 9	4	Second Week	Jan 30	to	Feb 3	5
	Third Week	Sept 12	to	Sept 16	5	Third Week	Feb 6	to	Feb 10	5
	Fourth Week	Sept 19	to	Sept 23	5	Fourth Week	Feb 13	to	Feb 17	5
	Fifth Week	Sept 26	to	Sept 30	5	Fifth Week	Feb 20	to	Feb 23	4
	Sixth Week	Oct 3	to	Oct 7	5	Sixth Week	Feb 27	to	March 3	5
	Seventh Week	Oct 10	to	Oct 14	5	Seventh Week	March 6	to	March 10	5
	Eighth Week	Oct 17	to	Oct 19	3	Eighth Week	March 13	to	March 17	5
	Ninth Week	Oct 24	to	Oct 28	5	Ninth Week	March 20	to	March 24	5
					40					44
	SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
	First Week	Oct 31	to	Nov 2	3	First Week	March 27	to	March 31	5
	Second Week	Nov 7	to	Nov 11	5	Second Week	April 3	to	April 7	5
	Third Week	Nov 14	to	Nov 18	5	Third Week	April 11	to	April 14	4
	Fourth Week	Nov 21	to	Nov 22	2	Fourth Week	April 17	to	April 21	5
	Fifth Week	Nov 28	to	Dec 2	5	Fifth Week	April 24	to	April 28	5
	Sixth Week	Dec 5	to	Dec 9	5	Sixth Week	May 1	to	May 5	5
	Seventh Week	Dec 12	to	Dec 16	5	Seventh Week	May 8	to	May 12	5
	Eighth Week	Dec 19	to	Dec 22	4	Eighth Week	May 16	to	May 19	4
	Ninth Week	Jan 3	to	Jan 6	4	Ninth Week	May 22	to	May 26	5
	Tenth Week	Jan 9	to	Jan 13	5	Tenth Week	May 30	to	June 2	4
	Eleventh Week	Jan 16	to	Jan 20	5					47
					48					
										Total Days 179

PUPIL INSTRUCTION-RELATED DAYS (PIR)	August 22	New Staff Orientation	
	August 29-30	All Staff Orientation/PIR	2.0
	October 20-21	Staff Development Days <i>Teachers Convention</i>	2.0
	Oct 31-Nov 11	Parent-Teacher Conferences <i>Schedules vary by school</i> <i>No school November 3rd & 4th</i>	1.5
	March 27-31	Parent-Teacher Conferences <i>Schedules vary by school</i> <i>Full school days for students</i>	.5
	May 15	PIR Day	1.0
		Floating PIR Day	<u>1.0</u>
			8.0

HOLIDAYS & VACATIONS	Dates Inclusive	September 5	Labor Day
		November 4	Vacation Day
		November 23-25	Thanksgiving Vacation
		Dec 23-Jan 2	Winter Break
		February 24	Vacation Day
		April 10	Easter Vacation
		May 29	Memorial Day
		July 4	Vacation Day (12-mo employees)

