

**LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES
REGULAR BOARD MEETING**

LINCOLN BOARD ROOM
215 7th Ave South
Lewistown, MT 59457

MONDAY, June 8, 2026

CALL TO ORDER (6:00pm)

1. Roll Call
2. Pledge of Allegiance
3. Motion to Set Agenda
4. Presentation – Lewistown Soccer Club
5. Report – Committees of the Board
6. Report – Investments
7. Report – Superintendent

PUBLIC PARTICIPATION

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

ACTION ITEMS – CONSENT AGENDA

9. Minutes
10. Claims
11. FHS Student Activity Account Changes
12. End of Year Transfers
13. Approve MHSA Catastrophic Insurance, Concussion Insurance and Dues
14. Transportation
15. Personnel Report

ACTION ITEMS – OLD BUSINESS

16. Second Reading of Policies
17. Fergus High School Bond Resolution

ACTION ITEMS – NEW BUSINESS

18. CMEC Building Use Agreements – Job Service and Rural Employment Opportunities
19. Substitute and Activity Bus Driver Rates for 2026-2027
20. MTSBA Membership
21. MQEC Membership
22. Bond Working Committee – Work Session Dates
23. Proclamation for Resolution to Bid Highland Park Playground
24. Fergus High School Retirement Fund Budget Amendment

ADJOURNMENT

PUBLIC PARTICIPATION

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

- 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

#4

MEETING DATE: June 8, 2026

ITEM TITLE: PRESENTATION – LEWISTOWN SOCCER CLUB

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Lewistown Soccer Club will present information regarding their request for soccer to be added as a Fergus High School Fall sport.

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM
#5

MEETING DATE: June 8, 2026

ITEM TITLE: REPORT – COMMITTEES OF THE BOARD

PREPARED BY: Committees

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 2025-2026 School Year.

The Board will need to designate 2026-2027 Committee Members.

☒ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

STANDING COMMITTEES OF THE BOARD
2025-2026 School Year

Committee	Number on Comm.	Kris Birdwell	Whitney Brady	Lisa Koch	Mariah Shammel	Jeff Southworth	Carson Sweeney	Eric Vanderbeek
Building & Grounds	3	X	X			X		
Safety Committee	2				X			X

OTHER COMMITTEES WITH BOARD REPRESENTATION
2025-2026 School Year

Committee	Number on Comm.	Kris Birdwell	Whitney Brady	Lisa Koch	Mariah Shammel	Jeff Southworth	Carson Sweeney	Eric Vanderbeek
Activities	3	X	X			X		
Curriculum Committees:								
World Languages	2		X	X				
Health Insurance Program	2			X				X
School Calendar	1							X
Vocational Advisory Council	2					X	X	
Gaining	3				X	X	X	
Policy Review	3			X	X			X

STANDING COMMITTEES OF THE BOARD
2026-2027 School Year

Committee	Number on Comm.	Whitney Brady	Karly DeMars	Sam Helmer	Mariah Shammel	Jeff Southworth	Carson Sweeney	Eric VanderBeek
Building & Grounds	3							
Safety Committee	2							

OTHER COMMITTEES WITH BOARD REPRESENTATION
2026-2027 School Year

Committee	Number on Comm.	Whitney Brady	Karly DeMars	Sam Helmer	Mariah Shammel	Jeff Southworth	Carson Sweeney	Eric VanderBeek
Activities	3							
Curriculum Committees:								
Library and Technology	2							
Health/Dental Insurance Program	2							
School Calendar	1							
Vocational Advisory Council	2							
Gaining	3							
Policy Review	3							

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM
#6

MEETING DATE: June 8, 2026

ITEM TITLE: REPORT – INVESTMENT

PREPARED BY: Rebekah Rhoades, Business Manager

SUMMARY:

Interest earned for February 2026 was \$2,604.09 in the High School and \$3,363.39 in the Elementary. Interest for March through May 2026 has not been sent from the County due to staffing changes at the Treasurer's Office.

SLGS Elementary bond interest accrued from August 2024 through May 2026 was \$154,326.92. May's portion of the interest accrued was \$1,481.35.

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM
#7

MEETING DATE: June 8, 2026

ITEM TITLE: REPORT – SUPERINTENDENT

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

Vacancies Update

COPS Grant Update

MSGIA Training- PIR Day in August

Summer Schedule

SAM Delegate Assembly- June 10-12 in Helena

AASA Legislative Conference- July 6-10- Washington DC

SAM Administrators Institute (ELEVATE) - July 27-29

Sub Teacher Training- August 13

New Teacher Workshop- August 14

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#8

MEETING DATE: June 8, 2026

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

PREPARED BY: _____

SUMMARY:

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

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

ACTION ITEMS – CONSENT AGENDA

9. Minutes
10. Claims
11. FHS Student Activities Account Changes
12. End of Year Transfers
13. Approve MHSA Catastrophic Insurance, Concussion Insurance and Dues
14. Transportation
15. Personnel Report

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#9

MEETING DATE: June 8, 2026

ITEM TITLE: MINUTES

PREPARED BY: Rebekah Rhoades, Business Manager

SUMMARY:

The following minutes are attached for your approval:

- Minutes of the May 11, 2026 Regular Board Meeting
- Minutes of the May 18, 2026 Special Board Meeting

☒ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

**MINUTES
SCHOOL DISTRICT 1 OF FERGUS COUNTY
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

LINCOLN BOARD ROOM

215 7th Avenue South
Lewistown, Montana 59457

MONDAY, May 11, 2026

REGULAR BOARD MEETING

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

1. ROLL CALL
TRUSTEES PRESENT:
Kris Birdwell, Whitney Brady, Lisa Koch, Mariah Shammel, Jeff Southworth,
Carson Sweeney, Eric VanderBeek
TRUSTEES ABSENT:
2. STAR SPANGLED BANNER
The FHS Sapphire Choir sang the National Anthem.
3. MOTION TO SET THE AGENDA TO MOVE ITEM #6 TO #4 – Approved Unanimously
(Southworth/Shammel)
4. REPORT – STUDENT REPRESENTATIVE TO THE BOARD (Posted As Agenda Item
#6)
Sophie Lark, Student Representative, reported on the happenings within Fergus
High School.
5. DISCUSSION – FERGUS HIGH SCHOOL BOND
Dan Semmens – Dorsey Whitney and Bridget Ekstrom – DA Davison, presented
potential bond resolution language for the upcoming Fergus High School Bond.
Shane Swandal, Hulteng, was also present for the discussion. The Board agreed
that 9/29/26 will be the election day. The Board discussed various questions
regarding the language used in the resolution to ensure that it properly
represents the necessary work. Discussion took place regarding the term of the
Bond and the Board determined to set the language at a 20 year bond to reduce
the amount of the interest paid. Rebekah will follow up with the Clerk and
Recorder to determine the ballot certification date and whether or not the new
taxable value can be included on the ballot.
6. DISCUSSION – CMEC AND LINCOLN BUILDING PROPERTY USE
Superintendent Moore updated the Board on the CMEC Property. Agreements
will be updated to reflect month-to-month for REO and Job Service. The State is
not interested in purchasing/leasing the entire Lincoln Building, so a
determination will still need to be discussed.
7. REPORT – LEWISTOWN EDUCATION ASSOCIATION
Luke Brandon, LEA President, was not at the meeting to report.
8. REPORT—COMMITTEES OF THE BOARD
No standing committees met.

The Interview Committee met for the Garfield Principals Interviews on 5/7/26 and 5/11/26.

9. **REPORT – BUDGET**
Rebekah Rhoades, Business Manager, presented to the Board information regarding the 2026 – 2027 Budget.
10. **REPORT—INVESTMENT**
Interest earned and distributed for April was not available to report. April SLGS Bond Interest was reported at \$2,564.94.
11. **REPORT—SUPERINTENDENT**
Brad Moore, Superintendent, provided an update to the Board regarding staffing throughout the District. The Board of Public Education performed a site visit on the Central MT CTE Charter School last week and was very successful. Board Tours at the Elementary Schools will take place in May. Mr. Moore will reach out to the Board regarding a date and time, possibly two half days. The District will be applying for the COPS Grant again to address the High School Facilities and Safety.

PUBLIC PARTICIPATION

12. **RECOGNITION OF PARENTS, PATRONS, AND OTHERS WHO WISH TO ADDRESS THE BOARD ON NON-AGENDA ITEMS**
There was no public participation.

ACTION ITEMS

CONSENT AGENDA ITEMS – approved unanimously (Brady/Southworth)

13. **MINUTES OF THE APRIL 13, 2026 REGULAR BOARD MEETING**
MINUTES OF THE APRIL 20, 2026 SPECIAL BOARD MEETING
14. **CLAIMS – approval of the claims referenced in the 2025-2026 Bill Schedule and submitted through May 8th. The Finance Committee for April - June 2026 is Board Chair Mariah Shammel, Whitney Brady and Jeff Southworth.**
15. **CONTRACTING WITH THE FERGUS COUNTY CLERK AND RECORDER’S OFFICE TO ACT AS ELECTION ADMINISTRATOR FOR SCHOOL ELECTIONS**
16. **FERGUS COUNTY INVESTMENT RESOLUTION**
17. **APPROVE PERSONNEL REPORT**

INDIVIDUAL ITEMS – OLD BUSINESS

18. **APPROVE SECOND READING POLICIES WITH CHANGE IN POLICY 2335 TO REMOVE OPTIONS 1 AND 3, AND REMOVE THE PORTION OF THE HEADING THAT READS “AND IDENTITY INSTRUCTION” – motion failed (Koch/Southworth)**
Shammel – no, Koch – Yes, VanderBeek – No, Southworth – Yes, Sweeney – no, Brady - no , Birdwell - yes
Trustees Shammel, Brady and VanderBeek shared that they would support Option 1 due to the districts strong opt-out policy.

MOTION TO MOVE TO ADOPT OPTION 1 OF POLICY 2335 – motion failed (Whitney/VanderBeek) Brady – yes, Shammel - yes, Koch – no, VanderBeek – no, Southworth – no, Sweeney – no, Birdwell – no
All Trustees engaged in conversation regarding each option presented, discussing the pros and cons of each option.

MOVE TO ADOPT OPTION 2 OF POLICY 2335 – approved unanimously (Carson/Southworth)

MOTION TO APPROVE REMAINING POLICIES – approved unanimously (Brady/Shammel)

INDIVIDUAL ITEMS – OLD BUSINESS

19. FIRST READING OF POLICIES – approved unanimously (Sweeney/Koch)
Mr. Moore shared that the Classified Council put a great deal of work into the revision of the Classified Sick Leave Bank Policy.
20. POSTPONE FERGUS HIGH SCHOOL BOND RESOLUTION TO THE JUNE 2026 REGULAR BOARD MEETING – approved unanimously (Brady/Southworth)
21. APPROVE MEGAN HICKS AS THE GARFIELD ELEMENTARY PRINCIPAL FOR THE 2026-2027 SCHOOL YEAR – approved unanimously (Brady/Koch)
Mr. Moore shared the interview process, including delaying the decision for a few days due to the high caliber of the candidates, with the Board and recommended Megan Hicks for the position.
22. APPROVE THE CANVASS OF ELECTION – TRUSTEES AND ELEMENTARY GENERAL FUND LEVY – approved unanimously (Shammel/VanderBeek)

The Board took time to thank both Kris Birdwell and Lisa Koch for their time and service on the Board.

ADJOURNMENT (7:33pm)

OATH OF OFFICE (7:35 p.m.)

REBEKAH RHOADES, BUSINESS MANAGER, ADMINISTERED THE OATH OF OFFICE TO:
KARLY DEMARS, SAM HELMER AND CARSON SWEENEY.

ORGANIZATION MEETING (FOLLOWING THE REGULAR BOARD MEETING)

1. CALL TO ORDER
Superintendent Brad Moore called the Organizational Meeting to order.
2. ROLL CALL
TRUSTEES PRESENT:
Whitney Brady, Mariah Shammel, Jeff Southworth, Carson Sweeney, Eric VanderBeek, Sam Helmer, Karly DeMars
TRUSTEES ABSENT:
3. CALL FOR NOMINATIONS AND ELECTION OF CHAIR
Superintendent Brad Moore, called for nominations for Board Chair. Trustee Sweeney nominated Mariah Shammel, Trustee Brady seconded. Motion carried unanimously.
4. CALL FOR NOMINATIONS AND ELECTION OF VICE-CHAIR
Trustee Southworth nominated Whitney Brady for Vice Chair, Trustee VanderBeek seconded. The motion carried unanimously.
5. APPOINTMENT OF THE DISTRICT CLERK
Trustee Brady moved to nominate Rebekah Rhoades as District Clerk, Trustee Southworth seconded. The motion carried unanimously.

ADJOURNMENT

The meeting was adjourned at 7:41 p.m. (SweeneyBrady). The next regular meeting will be held at 6:00 p.m. on Monday, June 8, 2026, at the Lincoln Board Room.

KRIS BIRDWELL
BOARD CHAIR

REBEKAH RHOADES
BUSINESS MANAGER/CLERK

**MINUTES
LEWISTOWN PUBLIC SCHOOLS
BOARD OF TRUSTEES**

Lincoln Board Room
215 Seventh Avenue South
Lewistown, Montana 59457

Wednesday, May 18, 2026

SPECIAL BOARD MEETING

CALL TO ORDER (5:00 P.M.)

1. ROLL CALL

TRUSTEES PRESENT:

Whitney Brady (arrived 5:04pm), Karly DeMars, Sam Helmer, Mariah Shammel, Jeff Southworth, Carson Sweeney, Eric VanderBeek

TRUSTEES ABSENT:

2. PLEDGE OF ALLEGIANCE

The group recited the Pledge of Allegiance.

EXECUTIVE SESSION

Board Chair Mariah Shammel called for an Executive Session at 5:02 p.m. to conduct a student discipline hearing, stating that the individual's right to privacy clearly exceeds the public's right to know.

3. STUDENT DISCIPLINE HEARING

The Board reconvened in Open Session at 5:50pm.

ACTION

INDIVIDUAL ITEMS

4. No Action Was Necessary

PUBLIC PARTICIPATION

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

There was no public comment.

ADJOURNMENT

The meeting was adjourned at 5:52 p.m. (Brady).

**MARIAH SHAMMEL
BOARD CHAIR**

**REBEKAH RHOADES
BUSINESS MANAGER**

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM
#10

MEETING DATE: June 8, 2026

ITEM TITLE: CLAIMS

PREPARED BY: Chris Gobble, Purchasing

SUMMARY:

See attached claims paid through June 5, 2026, as approved by the Finance Committee.

Members of the Finance Committee for April – June 2026 include: Board Chair Mariah Shammel, Whitney Brady and Jeff Southworth.

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#11

MEETING DATE: June 8, 2026

ITEM TITLE: FHS STUDENT ACTIVITY ACCOUNT CHANGES

PREPARED BY: Rebekah Rhoades, Business Manager

SUMMARY:

The Board of Trustees needs to approve the following FHS Activities Account changes as of 7/1/2026.

Close Accounts as of 6/30/26:

1. Class of 2026 (126)
2. Cheer (017)
3. Central MT Youth Mentoring Account (015)
4. Trophy Club (057)
5. Weight Club (070)
6. Astronomy Club (042)
7. Screaming Eagle Pit Crew (079)

Add Accounts as of 7/1/2026:

1. Class of 2030 (130)

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#12

MEETING DATE: June 8, 2026

ITEM TITLE: END OF YEAR TRANSFERS

PREPARED BY: Rebekah Rhoades, Business Manager

SUMMARY:

The Board of Trustees needs to approve the request to transfer money between the following accounts:

1. Elementary and High School General Fund(s) to the Respective Compensated Absences Fund(s) as outlined in the attachment.
2. Elementary and High School General Fund(s) to the Interlocal Fund as outlined in the attachment.

Actual amounts transferred will be reported at the July Board Meeting.

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:

District Administration requests Board approval to transfer year-end money from the General Funds to the Compensated Absences fund in accordance with 20-9-512, MCA (below). School General Fund budgets are use-it-or-lose-it; that is, General Fund money not spent by June 30 may not be used in the next fiscal year.

Although we have plans for both our Elementary and High School General Funds, we often have a small amount of money left at year end. One place districts can accumulate the money is the 'Compensated Absences Fund'. Money in the Compensated Absences Fund may only be used to pay the termination pay of non-teaching employees. Nevertheless, the money can carry from year to year and it gives the District flexibility in future years when General Fund budgets are not available to finance these costs. Transfers from the General Fund represent the only way to fund the Compensated Absences Fund.

District Administration requests Board approval to transfer money from the Elementary and/or High School General Fund(s) to the respective Compensated Absences Fund(s) at fiscal year end. The transfer will be in an amount not to exceed the General Fund budget and within the limitations of the Compensated Absences Fund. Transfer amounts will be reported back to the Board.

Compensated Absence Liability Fund

20-9-512. Compensated absence liability fund. (1) The trustees of a school district may establish a compensated absence liability fund for the purpose of paying:

(a) any accumulated amount of sick leave that a nonteaching or administrative school district employee is entitled to upon termination of employment with the district in accordance with the provisions of **2-18-618**; and

(b) any accumulated amount of vacation leave that a nonteaching or administrative school district employee is entitled to upon termination of employment with the district.

(2) The compensated absence liability fund may be used only for the stated purpose of this section.

(3) The trustees may transfer money from the general fund, within the adopted budget, to establish and maintain the compensated absence liability fund.

(4) The maximum amount in a reserve fund established under the provisions of subsections (1) and (3) may not exceed 30% of:

(a) the total school district liability for accumulated sick leave of nonteaching and administrative school district employees on June 30 of the current school fiscal year; and

(b) the total school district liability for accumulated vacation leave of nonteaching and administrative school district employees on June 30 of the current school fiscal year.

(5) For the purposes of this section, "administrative school district employee" means a school district employee who is employed in an administrative position and who accrues vacation leave as part of the employee's contract with the school district.

District Administration requests Board approval to transfer year-end money from the General Funds to the Interlocal Fund in accordance with 20-3-363, MCA (below). School General Fund budgets are use-it-or-lose-it; that is, General Fund money not spent by June 30 may not be used in the next fiscal year.

Although we have plans for both our Elementary and High School General Funds, we often have a small amount of money left at year end. Legislature now allows districts to roll and accumulate money in the "Interlocal Fund". Per Multi-District Agreements approved and signed by the Board, monies transferred to the Interlocal Fund may be used for the same purposes as the General Fund and may be used towards expenses from either district. This is extremely beneficial in those years where enrollment "bubbles" may cause a shortage in one budget and a surplus in another.

District Administration requests the Board approval to transfer money from the Elementary and/or High School General Fund(s) to the Interlocal Fund at fiscal year-end. The transfers to the Interlocal Cooperative Fund from each Participating District's General Fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. Transfer amounts will be reported back to the Board.

Multidistrict Agreements -- Fund Transfers

20-3-363. Multidistrict agreements -- fund transfers. (1) (a) The boards of trustees of any two or more school districts may enter into a multidistrict agreement to create a multidistrict cooperative to perform any services, activities, and undertakings of the participating districts, including full joint funding and operation of all programs and services of the participating districts upon the terms and conditions as may be mutually agreed to by the districts subject to the conditions of this section.

(b) A multidistrict agreement may include an agreement through which one district provides culturally rooted instruction aligned to a learning environment for English language learners or an Indian language immersion program to pupils of a district participating in the multidistrict agreement. The costs and other terms of service must be reflected in the multidistrict agreement.

(c) An agreement must include provisions for dissolution of the cooperative, including the conditions under which dissolution may occur and the disposition of any remaining funds that had been transferred to an interlocal cooperative fund in support of the cooperative. An agreement must be approved by the boards of trustees of all participating districts and must include a provision specifying terms upon which a district may exit the multidistrict cooperative.

(2) All expenditures in support of the multidistrict agreement may be made from each participating school district's interlocal cooperative fund. The board of trustees of each participating district of the multidistrict cooperative may transfer funds into the district's interlocal cooperative fund from the district's general fund, budgeted funds other than the retirement fund or debt service fund, or nonbudgeted funds other than the compensated absence liability fund. Transfers to the district's interlocal cooperative fund from the school district's general fund are limited to an amount not to exceed the direct state aid in support of the respective school district's general fund. Transfers from the retirement fund and debt service fund are prohibited. Transfers may not be made with funds restricted by federal law unless the transfer is in compliance with any restrictions or conditions imposed by federal law.

(3) Expenditures from the interlocal cooperative fund under this section may include any expenditures that are considered by the board of trustees of the district to be reasonable and necessary to efficiently and effectively finance the expenditures pursuant to the terms of the multidistrict agreement, not to exceed the total expenditures approved by the board of trustees for the budgeted fund from which the transfer was made, including expenditures pursuant to any budget amendment adopted pursuant to **20-9-165**.

(4) The intent of this section is to increase the flexibility and efficiency of school districts without an increase in local taxes. In furtherance of this intent, if transfers of funds are made from any school district fund supported by a nonvoted levy, the district may not increase its nonvoted levy for the purpose of restoring the amount of funds transferred.

(7) As used in this title, "multidistrict cooperative" means a public entity created by two or more school districts executing a multidistrict agreement under this section with each other or with any other public or private entity participating in the cooperative and complying with the requirements of this section and other laws governing public schools in the state.

NOTE: (5) and (6) omitted because they pertain to Countywide Resource Sharing

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#13

MEETING DATE: June 8, 2026

ITEM TITLE: APPROVE MHSA CATASTROPHIC INSURANCE, CONCUSSION
INSURANCE AND DUES

PREPARED BY: Rebekah Rhoades, Business Manager

SUMMARY:

The Board of Trustees needs to approve the 2026-2027 MHSA Dues.

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:



MONTANA HIGH SCHOOL ASSOCIATION

PROMOTING SUCCESS ON THE COURT, ON THE FIELD, ON STAGE,
AND EVERYWHERE ELSE UNDER THE BIG SKY SINCE 1921

MHSA Membership Annual Dues Information for 2026-27

The school makes application for membership in the Montana High School Association (MHSA) for the school year 2026-27 in accordance with Article 1, Section (1) of the MHSA By-Laws, and appoints the Association as its representative in interscholastic activities for the current school year. The Board of Trustees adopts and agrees to comply with the rules and regulations of the MHSA as presently contained in its official MHSA Handbook and acknowledge receipt of a copy of such handbook in effect. It is understood that each member school is entitled to one vote on any resolution presented to the Association membership. A resolution adopted by the Board and inserted in the minutes of a meeting of the Board on the date below directs the chairperson of the Board of Trustees to remit to the Association the yearly membership fees. If the school is registering for an activity in which the school district did not participate the previous year and did not request sanctioning for this activity in writing, students will not be permitted to compete in MHSA post-season contests, other than activities which are not assigned to districts and/or divisions. (Rules and Regulations, Sections 14 and 16).

Catastrophic Liability Insurance Information for 2026-27

To determine your premium, you must use your high school's (grades 9-12) FALL, 2025 enrollment as reported to OPI or for private schools, your enrollment as of November 1, 2025.

Summary of Lifetime Benefits - Mutual of Omaha

- Accident Medical Expense Benefit: 100% of reasonable, customary, and necessary covered expenses, with an overall lifetime limit of \$1,000,000.
- Deductible: \$50,000 per injury.
- Incurrence Period: Two (2) year incurrence period in which to meet the deductible.
- Extended Care Facility Maximum \$365,000 per calendar year.
- Combined Home Healthcare/Custodial Care Maximum: \$100,000 per calendar year.
- Maximum Physical Therapy Benefit: \$50,000 per calendar year.
- Accidental Death Benefit: \$10,000.
- Cash Benefit: \$10,000 (for paralysis, including quadriplegia, paraplegia, or hemiplegia).

Expanded Benefits (Total Disability Only):

- Lifetime Special Expense Benefit: \$100,000 first decade; \$50,000 each decade thereafter for home remodeling or adaptation and special vehicle purchase or adaptation.
- Lifetime Adjustment Expense Benefit: \$50,000 Lifetime for family counseling, training, travel, and loss of earnings of parents.
- Lifetime Education Expense: \$50,000 for tuition, room and board and other related expenses.
- Total Disability Benefit: A catastrophically injured student who is totally disabled at age 18 may receive \$1,500 per month for remainder of life.
- Partial Disability Benefit: A catastrophically injured student who is partially disabled at age 18 may receive \$1,000 per month for remainder of life.

Concussion Insurance Information for 2026-27

The MHSA, through negotiations with our insurance broker, Dissinger Reed, can continue offering concussion insurance for all MHSA athletic participants and cheerleaders at only \$1.35 per student. The coverage includes:

- Maximum - \$25,000 per year
- Benefit Period – 1 year
- Deductible - \$0 per claim
- Eligible Person – all athletes participating in MHSA sports (including cheerleading).
- Covered Activities – participating in practice or play of sports sponsored by the MHSA (including cheerleading).
- Definition of Injury: 1) Directly and independently caused by specific accidental contact with another body or object; 2) A source of loss that is sustained while the injured person is covered under the policy and while he or she is taking part in a covered activity; 3) Resulting in a concussion.

The participant's insurance would first be billed and would pay, however there would be no out-of-pocket cost for the participant up to \$25,000 per covered injury. For example, if the participant's insurance had a \$3,000 deductible and none of that deductible was met, this insurance would pay the \$3,000 so there would be no out-of-pocket cost to the family. Also, all co-pays would be covered and if there were tests not covered by the primary insurance this insurance would cover all those costs.

Summary

Sports/Activities

Boys Basketball
Girls Basketball
Coed Band
Coed Choir
Boys Cross Country
Girls Cross Country
Coed Debate
Boys Football
Girls Softball
Boys Golf
Girls Golf
Boys Tennis
Girls Tennis
Coed Theater
Boys Track & Field - Outdoor
Girls Track & Field - Outdoor
Girls Volleyball
Boys Wrestling
Girls Wrestling

Personal Info

Name Derek Lear
Email derek.lear@lewistown.k12.mt.us
Social Security #
Date of Birth 10/13/1990
Phone # (406) 399-2819

[Edit](#)

[Edit](#)

Cart

Annual Dues	\$4,750.00
Band	\$250.00
Basketball	\$250.00
Basketball	\$250.00
Choir	\$250.00
Cross Country	\$250.00
Cross Country	\$250.00
Debate	\$250.00
Football	\$250.00
Golf	\$250.00
Golf	\$250.00
Softball	\$250.00
Tennis	\$250.00
Tennis	\$250.00
Theater	\$250.00
Track & Field - Outdoor	\$250.00
Track & Field - Outdoor	\$250.00
Volleyball	\$250.00
Wrestling	\$250.00
Wrestling	\$250.00
Catastrophic Liability Enrollment 301-400	\$625.00
	\$4,750.00
TOTAL	\$5,546.00

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#14

MEETING DATE: June 8, 2026

ITEM TITLE: TRANSPORTATION

PREPARED BY: Rebekah Rhoades, Business Manager

SUMMARY:

Approval is requested for the following:

1. Extension of Grass Range Bus Route into the Lewistown School District
2. Extension of Lewistown Bus Route into the Grass Range School District
3. Extension of Winifred Bus Routes into the Lewistown School District
4. Second Semester Elementary and High School Claims for Bus Reimbursement (TR-6)
5. Appoint Rob Odermann, Transportation Director, as the Lewistown Public Schools representative to the County Transportation Committee

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:

Fergus County Bus Transportation Agreement

Out -of- District Approval
Out -of- County Approval

The Board of Trustees of Grass Range School District No.27, Fergus County and the Board of Trustees of Lewistown Public Schools No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Grass Range School for the 2026-2027 school year.

This agreement is blanket coverage for students who are transported by District #27 buses to attend Grass Range School.

Description of Route: Cheadle Route

The Grass Range (Cheadle) bus enters the Lewistown District on Highway 87, proceeds west approximately 1/4 mile to Stillman Road and then turns around.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chair
Grass Range School District # 27

Board Chair
Lewistown School District #1

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chair

* Proposed new bus routes must follow current laws, approval between school districts and approval by the Fergus County Transportation Committee

Fergus County Bus Transportation Agreement

Out -of- District Approval
Out -of- County Approval

The Board of Trustees of Lewistown School District #1 Fergus County and the Board of Trustees of Grass Range School District #27, Fergus County, agree and approve the out-of-district/county approved bus route extensions to pick up students to attend the Lewistown School for the 2026-2027 school year.

This agreement is blanket coverage for students who are transported by District #27 buses to attend Grass Range School.

Description of Bus Route:

Bus Route 2 – Morning and afternoon bus routes travel over the divide into the Grass Range School District to Cheadle-Piper Cutoff North and then turns around.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chair
Lewistown School District #1

Board Chair
Grass Range School District # 27

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____

No _____

Date: _____

County Transportation Committee Chair

* Proposed new bus routes must follow current laws, approval between school districts and approval by the Fergus County Transportation Committee

Fergus County Bus Transportation Agreement

Out -of- District Approval

The Board of Trustees of Winifred District No. 115, Fergus County and the Board of Trustees of Lewistown School District No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Winifred Schools for the 2026-2027 school year.

This agreement is a blanket coverage for students who are transported by District 115 buses to attend Winifred Schools.

Description of Route:

Winifred to Hilger – Highway Route for 23 miles to Hilger. Turn around at mile 23 by Hilger Grain Elevator and head back to Winifred.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chairman

Board Chairman

School Dist # _____

School Dist # _____

Date _____

Date _____

Approved by Fergus County Transportation Committee:

Yes _____ No _____ Date: _____

County Transportation Committee Chairman

Fergus County Bus Transportation Agreement

Out -of- District Approval

The Board of Trustees of Winifred District No. 115, Fergus County and the Board of Trustees of Lewistown School District No. 1, Fergus County, agree and approve the out of district/county approved bus route extensions to pick up students to attend the Winifred Schools for the 2026-2027 school year.

This agreement is a blanket coverage for students who are transported by District 115 buses to attend Winifred Schools.

Description of Route:

The Salt Creek Bus Route enters the Lewistown Elementary School District from the intersection of the Salt Creek Road and Moulton Road and continues west and north for approximately 5.3 miles where it reenters the Winifred K-12 School District.

Salt Creek Bus Route turns west off of the Salt Creek Road on to the Plum Creek Road for approximately 3.1 miles. It then turns around in a private driveway, and then returns to the Salt Creek Road for the remainder of the route.

Individual Transportation Contracts will be approved on another Attendance and Transportation Agreement.

Board Chairman

Board Chairman

School Dist # _____

School Dist # _____

Date _____

Date _____

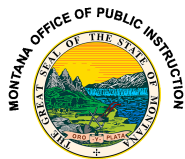
Approved by Fergus County Transportation Committee:

Yes _____

No _____

Date: _____

County Transportation Committee Chairman



TR-6 **Bus Route Reimbursement Claim** **2nd Semester 2025-2026**

01/19/2026-05/29/2026

14 Fergus
0258 Lewistown Elem

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
1	70.00	82.4	2.59	Logan Smith	4DRBWTAN9MB486977	4.0	4.0	597.56
1	70.00	82.4	2.59	Robert S. Odermann	4DRBWTAN9MB486977	2.0	2.0	298.78
1	70.00	82.4	2.59	Stacey L. Sramek	4DRBWTAN9MB486977	81.0	81.0	12,100.69
2	70.00	69.9	2.97	Robert S. Odermann	4DRBWTAN5KB275773	0.5	0.5	72.66
2	70.00	69.9	2.97	Summer R. Goodan	4DRBWTAN5KB275773	86.5	86.5	12,570.36
3	70.00	74.0	1.57	Daniel S. Wirtzberger	4DRBWTAN5MB486975	1.0	1.0	81.33
3	70.00	74.0	1.57	Robert S. Odermann	4DRBWTAN5MB486975	7.5	7.5	609.95
3	70.00	74.0	1.57	Brady R. Fiscus	4DRBWTAN5MB486975	0.5	0.5	40.66
3	70.00	74.0	1.57	Jade L. Watson	4DRBWTAN5MB486975	0.5	0.5	40.66
3	70.00	74.0	1.57	Stacey L. Sramek	4DRBWTAN5MB486975	0.5	0.5	40.66
3	70.00	74.0	1.57	Zachary D. Manning	4DRBWTAN5MB486975	0.5	0.5	40.66
3	70.00	74.0	1.57	Joe A. Boyles	4DRBWTAN5MB486975	76.5	76.5	6,221.44
4	70.00	73.5	2.97	Robert S. Odermann	4DRBWTAN7RB229260	2.0	2.0	305.61
4	70.00	73.5	2.97	Jade L. Watson	4DRBWTAN7RB229260	9.5	9.5	1,451.66
4	70.00	73.5	2.97	Mary A. Wilson	4DRBWTAN7RB229260	75.5	75.5	11,536.89
5	70.00	30.3	2.97	Robert S. Odermann	4DRBWAAAN0hb524154	19.0	19.0	1,196.88
5	70.00	30.3	2.97	Jade L. Watson	4DRBWAAAN0hb524154	14.5	14.5	913.41
5	70.00	30.3	2.97	Brady R. Fiscus	4DRBWAAAN0hb524154	5.0	5.0	314.97
5	70.00	30.3	2.97	Logan Smith	4DRBWAAAN0hb524154	22.5	22.5	1,417.36
5	70.00	30.3	2.97	Sandra J. Mikeson	4DRBWAAAN0hb524154	24.5	24.5	1,543.35
5	70.00	30.3	2.97	Gregory S. Meader	4DRBWAAAN0hb524154	1.5	1.5	94.49
6	70.00	60.9	2.59	Robert S. Odermann	4DRBWTAN3LB251473	4.5	4.5	496.85
6	70.00	60.9	2.59	Brady R. Fiscus	4DRBWTAN3LB251473	0.5	0.5	55.21

* Indicates that the County Superintendent must approve the TR-6 Bus Route Claim
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TR-6
Bus Route Reimbursement Claim
2nd Semester 2025-2026

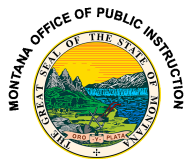
01/19/2026-05/29/2026

14 Fergus
0258 Lewistown Elem

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
6	70.00	60.9	2.59	Michael D. Perrine	4DRBWTAN3LB251473	7.0	7.0	772.88
6	70.00	60.9	2.59	Jade L. Watson	4DRBWTAN3LB251473	11.5	11.5	1,269.73
6	70.00	60.9	2.59	David W. Robertson	4DRBWTAN3LB251473	63.5	63.5	7,011.14
7	70.00	76.3	1.57	Jade L. Watson	4DRGVMMN7TB238011	15.5	15.5	1,299.73
7	70.00	76.3	1.57	Logan Smith	4DRGVMMN7TB238011	1.0	1.0	83.85
7	70.00	76.3	1.57	Albert C. White	4DRGVMMN7TB238011	70.5	70.5	5,911.69
8	70.00	46.2	2.97	Rhonda Stewart	4DRBWTAN0NB537235	87.0	87.0	8,356.33
Total Bus Route Reimbursement								76,747.44

Board Chair

Signature



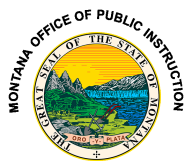
TR-6 **Bus Route Reimbursement Claim** **2nd Semester 2025-2026**

01/19/2026-05/29/2026

14 Fergus
0259 Fergus H S

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
1	30.00	82.4	2.59	Logan Smith	4DRBWTAN9MB486977	4.0	4.0	256.10
1	30.00	82.4	2.59	Robert S. Odermann	4DRBWTAN9MB486977	2.0	2.0	128.05
1	30.00	82.4	2.59	Stacey L. Sramek	4DRBWTAN9MB486977	81.0	81.0	5,186.01
2	30.00	69.9	2.97	Robert S. Odermann	4DRBWTAN5KB275773	0.5	0.5	31.14
2	30.00	69.9	2.97	Summer R. Goodan	4DRBWTAN5KB275773	86.5	86.5	5,387.30
3	30.00	74.0	1.57	Daniel S. Wirtzberger	4DRBWTAN5MB486975	1.0	1.0	34.85
3	30.00	74.0	1.57	Robert S. Odermann	4DRBWTAN5MB486975	7.5	7.5	261.41
3	30.00	74.0	1.57	Brady R. Fiscus	4DRBWTAN5MB486975	0.5	0.5	17.43
3	30.00	74.0	1.57	Jade L. Watson	4DRBWTAN5MB486975	0.5	0.5	17.43
3	30.00	74.0	1.57	Stacey L. Sramek	4DRBWTAN5MB486975	0.5	0.5	17.43
3	30.00	74.0	1.57	Zachary D. Manning	4DRBWTAN5MB486975	0.5	0.5	17.43
3	30.00	74.0	1.57	Joe A. Boyles	4DRBWTAN5MB486975	76.5	76.5	2,666.33
4	30.00	73.5	2.97	Robert S. Odermann	4DRBWTAN7RB229260	2.0	2.0	130.98
4	30.00	73.5	2.97	Jade L. Watson	4DRBWTAN7RB229260	9.5	9.5	622.14
4	30.00	73.5	2.97	Mary A. Wilson	4DRBWTAN7RB229260	75.5	75.5	4,944.38
5	30.00	30.3	2.97	Robert S. Odermann	4DRBWAAN0hb524154	19.0	19.0	512.95
5	30.00	30.3	2.97	Jade L. Watson	4DRBWAAN0hb524154	14.5	14.5	391.46
5	30.00	30.3	2.97	Brady R. Fiscus	4DRBWAAN0hb524154	5.0	5.0	134.99
5	30.00	30.3	2.97	Logan Smith	4DRBWAAN0hb524154	22.5	22.5	607.44
5	30.00	30.3	2.97	Sandra J. Mikeson	4DRBWAAN0hb524154	24.5	24.5	661.43
5	30.00	30.3	2.97	Gregory S. Meader	4DRBWAAN0hb524154	1.5	1.5	40.50
6	30.00	60.9	2.59	Robert S. Odermann	4DRBWTAN3LB251473	4.5	4.5	212.94
6	30.00	60.9	2.59	Brady R. Fiscus	4DRBWTAN3LB251473	0.5	0.5	23.66

* Indicates that the County Superintendent must approve the TR-6 Bus Route Claim
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TR-6
Bus Route Reimbursement Claim
2nd Semester 2025-2026

01/19/2026-05/29/2026

14 Fergus
0259 Fergus H S

Route #	Miles			Driver	VIN	Days		Total
	%	Per Day	Rate			Claimed	Reimbursed	Reimbursement
6	30.00	60.9	2.59	Michael D. Perrine	4DRBWTAN3LB251473	7.0	7.0	331.24
6	30.00	60.9	2.59	Jade L. Watson	4DRBWTAN3LB251473	11.5	11.5	544.17
6	30.00	60.9	2.59	David W. Robertson	4DRBWTAN3LB251473	63.5	63.5	3,004.78
7	30.00	76.3	1.57	Jade L. Watson	4DRGVMMN7TB238011	15.5	15.5	557.03
7	30.00	76.3	1.57	Logan Smith	4DRGVMMN7TB238011	1.0	1.0	35.94
7	30.00	76.3	1.57	Albert C. White	4DRGVMMN7TB238011	70.5	70.5	2,533.58
8	30.00	46.2	2.97	Rhonda Stewart	4DRBWTAN0NB537235	87.0	87.0	3,581.29
Total Bus Route Reimbursement								32,891.81

Board Chair

Signature

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM
#15

MEETING DATE: June 8, 2026

ITEM TITLE: PERSONNEL REPORT

PREPARED BY: Christy Rogers, Administrative Assistant

SUMMARY:

Attached is the Personnel Report for your review.

☒ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

**LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA**

Monday June 8, 2026

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
BLAZICEVICH, Jenifer	Summer Session Driver Education Instruction	Fergus High School	Approve appointment for Drivers Education instruction at \$30.00 per hour		Brad Moore	
GRAHAM, James	Girls Basketball Head Coach	Fergus High School	Approve appointment per CBA: \$44,500 x .150 index	8/1/2026	Derek Lear	Replacing Tom Webb
KLEINSASSER, Emalie	Paraprofessional	Lewis and Clark Elementary School	Approve appointment on 2026- 2027 schedule for up to 186 days	8/17/2026	Danny Wirtzberger	Replacing Gretchen Conrad
KOLAR, Richard	Bus Driver	Transportation	Approve appointment on schedule - BUS DRIVER Step 0 for up to 4hrs/day for 185 days for the 2026-2027 school year	8/17/2026	Rob Odermann	Replacing Cheryl
LAFEVER, Eretria	Food Server/Kitchen Aide	Lewis and Clark, Garfield and Central Kitchen	Approve REVISED contract for 8 hours per day (previously 6hrs/day)	8/17/2026	Amie Friesen	Increase in hours from Faith Robertson
MOORE, Brad	Superintendent	Central Office	Approve out-of state travel per attached memo	July 6-10, 2026 and February 23- 27, 2027	Brad Moore	
MOORE, Sheri	Teacher	Garfield Elementary School	Approve appointment on schedule - BA+30 step 7, 1.0 FTE for the 2026-2027 school year	8/17/2026	Jessica Miller	Early Literacy (Kinder Steps)New Position 2026-2027
ROBERTSON, Faith	Food Server	Garfield Elementary School	Approve REVISED contract for 2.5 hours per day (previously 3.75hrs/day)	8/17/2026	Amie Friesen	Decrease in hours to Eretria Lafever
SAUNDERS, Benjamin	Student Teacher/Substitute Teacher	Highland Park Elementary School		8/17/2026	Matthew Ventresca	
SRAMEK, Kane	Substitute Custodian	Central Office		6/9/2026	Wyatt Conard and Matt Lewis	

LEWISTOWN PUBLIC SCHOOLS
LEWISTOWN, MONTANA

Monday June 8, 2026

<i>EMPLOYEE NAME</i>	<i>POSITION</i>	<i>LOCATION</i>	<i>RECOMMENDED ACTION</i>	<i>EFFECTIVE DATE</i>	<i>RECOMMENDED BY</i>	<i>COMMENTS</i>
TUCEK, Neal	Substitute Bus Driver	Transportation		8/17/2026	Rob Odermann	
WILSON, Richard	Maintenance II	Maintenance	Approve appointment on schedule - MAINTENANCE II Step 2, 1.0 FTE for up to 15 days for the 2025-2026 school year	6/9/2026	Wyatt Conard	Replacing Ray Figueroa
WILSON, Richard	Maintenance II	Maintenance	Approve appointment on schedule - MAINTENANCE II Step 3, 1.0 FTE for up to 260 days for the 2026-2027 school year	7/1/2026	Wyatt Conard	Replacing Ray Figueroa
WOOD, Fred	Custodian	Maintenance (L&C)	Approve appointment on schedule - CUSTODIAN Step 11+ (grandfathered) for up to 6hrs/day for 186 days for the 2026-2027 school year	8/17/2026	Amie Friesen/Wyatt Conard/Danny Wirtzberger	Replacing Jessie Myers

6/2/2026

Trustees:

This is a formal request for approval for out of state travel to professional development activities as per my involvement in the School Administrators of Montana.

July 6-10, 2026- AASA Legislative Conference, Washington D.C. – No expense to the district

February 23-27, 2027- National Conference on Education- Atlanta, GA. Minimal expense to district. Travel, lodging and conference registration is paid by MASS.

Thanks for your continual support of me being able to represent Montana public schools at the national level.

A handwritten signature in cursive script that reads "Brad A. Moore".

Brad A. Moore

ACTION ITEMS – OLD BUSINESS

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#16

MEETING DATE: June 8, 2026

ITEM TITLE: SECOND READING OF POLICIES

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to approve the attached list of policies that were reviewed by a Committee of the Board.

The full policy documents can be found at the following link:

https://drive.google.com/drive/folders/1UnnJXQJsHuUfzvwM8seZyT4ujtMdseoi?usp=drive_link

Each policy shows information that is new in **highlight** and text being removed in ~~strikethrough~~.

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:

LEWISTOWN PUBLIC SCHOOLS
2nd READING POLICIES
June 8, 2026

5511

Classified Sick Bank

NEW POLICIES

~~POLICIES BEING REMOVED~~

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#17

MEETING DATE: June 8, 2026

ITEM TITLE: FERGUS HIGH SCHOOL BOND RESOLUTION

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to consider approval of the attached bond resolution language. Revisions were made based upon discussion at the May 11, 2026 Board Meeting. There are two drafts attached - one with mark-ups and one without.

☒ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of High School District No. 1, Fergus County, Montana (the “District”), hereby certify that the attached resolution is a true copy of a Resolution entitled: “A RESOLUTION OF HIGH SCHOOL DISTRICT NO. 1, FERGUS COUNTY, MONTANA, SUBMITTING TO THE QUALIFIED ELECTORS OF THE HIGH SCHOOL DISTRICT THE QUESTION OF ISSUING GENERAL OBLIGATION SCHOOL BUILDING BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO ~~£~~TEN MILLION FIVE HUNDRED THOUSAND~~+~~ AND NO/100 DOLLARS (\$~~10,500,000.00~~10,500,000.00) FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ~~RENOVATING~~REPAIRING OR REPLACING HIGH SCHOOL FACILITY COMPONENTS THAT ARE BEYOND THEIR USEFUL LIVES AND MAKING ~~MORE-SECURE~~ FERGUS HIGH SCHOOL MORE SECURE; RELATED COSTS; AND PAYING COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS” (the “Resolution”), on file in the original records of the District in my legal custody; that the Resolution was duly adopted by the Board of Trustees of the District at a meeting on [_____], 2026, and that the meeting was duly held by the Board of Trustees and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Trustees voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____;
or were absent: _____.

WITNESS my hand officially this _____ day of April, 2026.

School District Clerk

A RESOLUTION OF HIGH SCHOOL DISTRICT NO. 1, FERGUS COUNTY, MONTANA, SUBMITTING TO THE QUALIFIED ELECTORS OF THE HIGH SCHOOL DISTRICT THE QUESTION OF ISSUING GENERAL OBLIGATION SCHOOL BUILDING BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO ~~£~~TEN MILLION FIVE HUNDRED THOUSAND~~£~~ AND NO/100 DOLLARS (\$~~£10,500,000£~~10,500,000.00) FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ~~RENOVATING~~REPAIRING OR REPLACING HIGH SCHOOL FACILITY COMPONENTS THAT ARE BEYOND THEIR USEFUL LIVES AND MAKING ~~MORE SECURE~~ FERGUS HIGH SCHOOL MORE SECURE; RELATED COSTS; AND PAYING COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS

RECITALS

WHEREAS, the board of trustees of a school district may issue bonds on the credit of the school district for the purpose of building, altering, repairing, buying, furnishing, equipping, purchasing lands for, and/or obtaining a water supply for a school, teacherage, dormitory, gymnasium, other building, or combination of said buildings for school purposes, upon approval of the electorate of the district; and

WHEREAS, a board of trustees is authorized pursuant to Section 20-9-421, M.C.A., to call a bond election by adopting a resolution to that effect; and

WHEREAS, the Board of Trustees (the "Board") of High School District No. 1, Fergus County, Montana (the "District") has determined that there should be submitted to the electors of the District qualified to vote at bond elections the question of whether the Board shall be authorized to sell and issue bonds of the District in one or more series in the aggregate principal amount of up to ~~£~~Ten Million Five Hundred Thousand~~£~~ and No/100 Dollars (\$~~£10,500,000£~~10,500,000.00) for the purpose of providing funds to pay the costs of ~~renovating~~repairing or replacing high school facility components that are beyond their useful lives and making ~~more secure~~ Fergus High School more secure; related costs; and paying costs associated with the sale and issuance of the bonds; and

WHEREAS, it is the judgment and determination of the Board that each series of bonds issued pursuant to the bond election called for below will be payable during a term of not more than twenty (20) years; and

WHEREAS, pursuant to Section 13-19-104, M.C.A., a school district bond election can be conducted by a mail ballot election; and

WHEREAS, the Board has determined that a mail ballot election conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, M.C.A. (the "Mail Ballot Act"), is in the best interests of the District and the electors thereof, and notified the County Election Administrator of Fergus County of its intent to cause the County Election Administrator

to conduct a mail ballot election, which notification was not less than seventy days prior to the date of the proposed election; and

WHEREAS, the County Election Administrator will prepare a mail ballot election plan in accordance with the provisions of Section 13-19-205, M.C.A. (the “Mail Ballot Plan”); and

WHEREAS, it is the judgment of the Board that the sum of up to ~~£~~Ten Million Five Hundred Thousand~~£~~ and No/100 Dollars (~~[\$10,500,000].00~~10,500,000.00) will be necessary to carry out the purpose set forth in such question; and

WHEREAS, the indebtedness to be evidenced by the proposed bonds and all other indebtedness of the District does not exceed the limitation as set forth in Section 20-9-406, M.C.A.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District as follows:

1. Calling of the Election. The Board of the District hereby calls and directs an election to be held on the question of issuing bonds of the District on ~~£~~September 29~~£~~, 2026, which date is not less than 70 days after the date of passage of this resolution, such election to be conducted by mail ballot pursuant to the provisions of the Mail Ballot Act, for the purpose of providing funds to pay the costs of ~~renovating~~repairing or replacing high school facility components that are beyond their useful lives and making ~~more-secure~~-Fergus High School more secure, to include: adding a secure vestibule, intercom system, camera system, and exterior door access control; ~~upgrading~~repairing or replacing the fire alarm system; repairing ~~and~~or replacing the roof; painting and sealing the building exterior; making electrical system ~~upgrades;-~~ ~~upgrading or~~repairs; repairing or replacing heating, ventilation, and air condition systems; replacing doors, flooring, ceiling tiles, and bathroom features; repairing exterior door thresholds, sidewalks, concrete landings, and stairs; making related repairs or replacements ~~to address school facility components that are beyond their useful lives~~at the high school; and paying costs associated with the sale and issuance of the bonds.

The bonds shall be payable semiannually during a term of not more than twenty (20) years, subject to redemption as required by law, and shall bear interest at a rate or rates to be determined at the time of the sale of each series of bonds.

2. Debt Service Assistance. The District may receive debt service assistance under Sections 20-9-367 and 20-9-371, M.C.A., for debt service payments on the bonds. The availability and amount of debt service assistance is difficult to calculate because of the variability in and conditions to funding the debt service assistance program.

3. Conduct of Election. All qualified electors of the District shall be entitled to vote at the bond election. Pursuant to Section 20-20-201, M.C.A., the District Clerk is hereby authorized and directed to give notice of the call and details of this election and to provide this resolution to the Fergus County Election Administrator no later than three (3) days after this resolution is passed. The District Clerk is directed to instruct the Fergus County Election Administrator to close registration and thereafter prepare printed lists of the electors in the District entitled to vote in the election in the District in the form and manner prescribed by law

and consistent with the Mail Ballot Plan. The County Election Administrator shall prepare the ballot and arrange for the printing of the ballot and conduct the election in accordance with all legal requirements. The Board hereby authorizes and directs the District Clerk and the Superintendent, or either one of them, to undertake all actions and execute and/or deliver any and all documents as are necessary or appropriate for the bond election proceedings, including, without limitation, causing notices to be published; posting notices in public places, on a website, or elsewhere; making filings with governmental agencies; coordinating with and providing information to county election officials and/or other election officials, including, but not limited to and only if required, mail ballot plans; and any other activity or undertaking related to the bond election proceedings.

4. Notice of Election. The County Election Administrator is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least three times no earlier than 40 days and no later than 10 days before the election, in the *Lewistown News-Argus*, a newspaper of general circulation in the District, and to perform such other undertakings as may be required under Montana law. The District Clerk is hereby authorized and directed to cause the notice to be posted at three public places in the District, and, if the District has a website, is directed to post notice on the District's website for 10 days prior to the election. The notice of election as published and posted shall read substantially as follows with such completions and additions or revisions as may be deemed necessary or appropriate by the Mail Ballot Plan or otherwise:

FORM OF NOTICE OF HIGH SCHOOL DISTRICT BOND ELECTION

NOTICE IS HEREBY GIVEN by the Board of Trustees (the “Board”) of High School District No. 1 (Fergus), Fergus County, Montana (the “District”), that pursuant to a certain resolution duly adopted at a meeting of the Board on [_____], 2026, an election of the registered voters of the District will be held by mail ballot election on ~~September 29~~, 2026 for the purpose of voting on the question of whether the Board may sell and issue general obligation school building bonds of the District in one or more series in the aggregate principal amount of up to ~~Ten Million Five Hundred Thousand~~ and No/100 Dollars (~~\$10,500,000.00~~ 10,500,000.00) to provide funds to pay the costs of ~~renovating~~repairing or replacing high school facility components that are beyond their useful lives and making ~~more-secure~~-Fergus High School more secure, to include: adding a secure vestibule, intercom system, camera system, and exterior door access control; ~~upgrading~~repairing or replacing the fire alarm system; repairing ~~and~~or replacing the roof; painting and sealing the building exterior; making electrical system ~~upgrades; upgrading or~~repairs; repairing or replacing heating, ventilation, and air condition systems; replacing doors, flooring, ceiling tiles, and bathroom features; repairing exterior door thresholds, sidewalks, concrete landings, and stairs; making related repairs or replacements ~~to address school facility components that are beyond their useful lives at the high school~~; and paying costs associated with the sale and issuance of the bonds. Each series of bonds shall bear interest at a rate or rates to be determined at the time of sale and be payable semiannually during a term of not more than twenty (20) years.

If this bond election passes, based on the taxable value of the school district, the property taxes on a home with an assessed market value for tax purposes of \$100,000 are estimated to increase by \$37.04 in the first year, of \$300,000 are estimated to increase by \$111.12 in the first year, and of \$400,000 are estimated to increase by \$149.66 in the first year. An increase in property taxes may lead to an increase in rental costs.

The election will be conducted by the County Election Administrator solely by mail ballot. Ballots will be mailed to all eligible registered voters in the District on September 10, 2026, and must be returned by each voter, by mail or in person to the County Election Administrator’s Office, 712 W. Main, Suite 204, Lewistown, Montana 59457, during regular business hours (8:00 a.m. to 5:00 p.m.), weekdays (exclusive of holidays), September 11, 2026 through September 28, 2026.

On Election Day, ~~September 29~~, 2026, the only places for deposit of voted ballots will be the office of the County Election Administrator’s Office, 712 W. Main, Suite 204, Lewistown, Montana, which will be open from 7:00 a.m. to 8:00 p.m., and all ballots must be in the County Elections Office by 8:00 p.m. in order to be counted. All ballots will be tallied in accordance with Montana law with the preliminary results, if known, expected to be released after 8:00 p.m. on ~~September 29~~, 2026.

A qualified voter who will be absent from the District during the time the election is being conducted may:

(a) vote in person in the office of the County Election Administrator as soon as the ballots are available and until 8:00 p.m. on Election Day; or

(b) make a written request prior to noon on September 28, 2026, signed by the applicant and addressed to the office of the County Election Administrator requesting the ballot be mailed to an address other than that which appears on the registration records.

An elector may obtain a replacement ballot if his or her ballot is destroyed, spoiled, lost, or not received by the elector, by filling out and mailing, emailing, or faxing back a completed replacement ballot request form or by the elector personally appearing at the office of the Fergus County Election Administrator at 712 W. Main, Suite 204, in Lewistown, Montana.

Ballots may be returned in person at the place of deposit listed above and in the election instructions of the Fergus County Election Administrator, or returned by mail. If returning by mail, please use the then-prevailing first-class-postage price or one Forever Stamp. Postmark date does not apply; ballots returned by mail must be received by the 8:00 p.m. Election Day deadline to be counted.

Please note, all electors, as defined in Section 20-20-301, M.C.A., are those who reside within the District and are registered to vote by the close of registration on August 31, 2026.

For electors who miss the close of registration deadline, such electors may register late and vote in the election by appearing in person at the Fergus County Election Administrator office at 712 W. Main, Suite 204, in Lewistown, Montana and providing to the County Election Administrator the electors' voter registration information in verifiable form beginning September 1, 2026 through 12:00 p.m. on September 28, 2026, and then from 7:00 a.m. to 8:00 p.m. on Election Day.

DATED this ____ day of _____, 2026.

Fergus County Election Administrator

Publish: September 2, September 9, and September 16, 2026

5. Form of Ballot. The ballot shall be printed in substantially the following form with such changes as are deemed necessary or appropriate, including, without limitation, to update estimated tax impact language based on information that becomes available to the District:

FORM OF OFFICIAL BALLOT

HIGH SCHOOL DISTRICT NO. 1
FERGUS COUNTY, MONTANA

SCHOOL BOND ELECTION
TO BE CONDUCTED BY MAIL BALLOT
ON ~~SEPTEMBER 29~~, 2026

INSTRUCTIONS TO VOTERS: Completely fill in the oval using a blue or black ink pen before the words “BONDS —YES” if you wish to vote for the bond issue; if you are opposed to the bond issue, completely fill in the oval using a blue or black ink pen before the words “BONDS —NO.”

Shall the Board of Trustees (the “Board”) of High School District No. 1, Fergus County, Montana (the “District”), be authorized to sell and issue general obligation bonds of the District in one or more series in the aggregate principal amount of up to ~~Ten Million Five Hundred Thousand~~ and No/100 Dollars (\$~~10,500,000.00~~10,500,000.00), bearing interest at rates to be determined at the time of the sale, payable semiannually, during a term as to each series of bonds of not more than twenty (20) years, for the purpose of providing funds to pay the costs of ~~renovating~~repairing or replacing high school facility components that are beyond their useful lives and making ~~more-secure~~ Fergus High School more secure, to include: adding a secure vestibule, intercom system, camera system, and exterior door access control; ~~upgrading~~repairing or replacing the fire alarm system; repairing ~~and/or~~ replacing the roof; painting and sealing the building exterior; making electrical system ~~upgrades; upgrading or repairs; repairing or~~ replacing heating, ventilation, and air condition systems; replacing doors, flooring, ceiling tiles, and bathroom features; repairing exterior door thresholds, sidewalks, concrete landings, and stairs; making related repairs or replacements ~~to address school facility components that are beyond their useful lives~~at the high school; and paying costs associated with the sale and issuance of the bonds?

If this bond election passes, based on the taxable value of the school district, the property taxes on a home with an assessed market value for tax purposes of \$100,000 are estimated to increase by \$37.04 in the first year, of \$300,000 are estimated to increase by \$111.12 in the first year, and of \$400,000 are estimated to increase by \$149.66 in the first year. An increase in property taxes may lead to an increase in rental costs.

☐ BONDS – YES

☐ BONDS – NO

6. Reimbursement Expenditures.

(a) The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the District for project expenditures paid by the District prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the District adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for a project within the scope of this resolution have been paid by the District before the date 60 days before the date of adoption of this resolution.

(c) The District reasonably expects to reimburse the expenditures made for costs of such a project out of proceeds of bonds in an estimated maximum aggregate principal amount of up to ~~\$10,500,000~~ after the date of payment of all or a portion of costs of such a project. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

(d) As of the date hereof, there are no District funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to such a project, other than pursuant to the issuance of the bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the District’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

(e) The District Clerk shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the bonds to reimburse the source of temporary financing used by the District to make prior payment of costs of the project. Each allocation shall be evidenced by an entry on the official books and records of the District maintained for the bonds or the project and shall specifically identify the actual original expenditure being reimbursed.

Passed and approved this [____] day of [____], 2026.

Chair, Board of Trustees

Attest:

Clerk, High School District No. 1

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 5/18/2026 10:05:33 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: High School Resolution Calling Mail Ballot Election v2.docx	
Modified filename: High School Resolution Calling Mail Ballot Election v3.docx	
Changes:	
<u>Add</u>	32
~~Delete~~	55
~~Move From~~	0
<u>Move To</u>	0
<u>Table Insert</u>	0
~~Table Delete~~	0
<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	87

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of High School District No. 1, Fergus County, Montana (the "District"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION OF HIGH SCHOOL DISTRICT NO. 1, FERGUS COUNTY, MONTANA, SUBMITTING TO THE QUALIFIED ELECTORS OF THE HIGH SCHOOL DISTRICT THE QUESTION OF ISSUING GENERAL OBLIGATION SCHOOL BUILDING BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO TEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$10,500,000.00) FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF REPAIRING OR REPLACING HIGH SCHOOL FACILITY COMPONENTS THAT ARE BEYOND THEIR USEFUL LIVES AND MAKING FERGUS HIGH SCHOOL MORE SECURE; RELATED COSTS; AND PAYING COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS" (the "Resolution"), on file in the original records of the District in my legal custody; that the Resolution was duly adopted by the Board of Trustees of the District at a meeting on [____], 2026, and that the meeting was duly held by the Board of Trustees and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Trustees voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____;
or were absent: _____.

WITNESS my hand officially this _____ day of June, 2026.

School District Clerk

A RESOLUTION OF HIGH SCHOOL DISTRICT NO. 1, FERGUS COUNTY, MONTANA, SUBMITTING TO THE QUALIFIED ELECTORS OF THE HIGH SCHOOL DISTRICT THE QUESTION OF ISSUING GENERAL OBLIGATION SCHOOL BUILDING BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO TEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$10,500,000.00) FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF REPAIRING OR REPLACING HIGH SCHOOL FACILITY COMPONENTS THAT ARE BEYOND THEIR USEFUL LIVES AND MAKING FERGUS HIGH SCHOOL MORE SECURE; RELATED COSTS; AND PAYING COSTS ASSOCIATED WITH THE SALE AND ISSUANCE OF THE BONDS

RECITALS

WHEREAS, the board of trustees of a school district may issue bonds on the credit of the school district for the purpose of building, altering, repairing, buying, furnishing, equipping, purchasing lands for, and/or obtaining a water supply for a school, teacherage, dormitory, gymnasium, other building, or combination of said buildings for school purposes, upon approval of the electorate of the district; and

WHEREAS, a board of trustees is authorized pursuant to Section 20-9-421, M.C.A., to call a bond election by adopting a resolution to that effect; and

WHEREAS, the Board of Trustees (the "Board") of High School District No. 1, Fergus County, Montana (the "District") has determined that there should be submitted to the electors of the District qualified to vote at bond elections the question of whether the Board shall be authorized to sell and issue bonds of the District in one or more series in the aggregate principal amount of up to Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00) for the purpose of providing funds to pay the costs of repairing or replacing high school facility components that are beyond their useful lives and making Fergus High School more secure; related costs; and paying costs associated with the sale and issuance of the bonds; and

WHEREAS, it is the judgment and determination of the Board that each series of bonds issued pursuant to the bond election called for below will be payable during a term of not more than twenty (20) years; and

WHEREAS, pursuant to Section 13-19-104, M.C.A., a school district bond election can be conducted by a mail ballot election; and

WHEREAS, the Board has determined that a mail ballot election conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, M.C.A. (the "Mail Ballot Act"), is in the best interests of the District and the electors thereof, and notified the County Election Administrator of Fergus County of its intent to cause the County Election Administrator to conduct a mail ballot election, which notification was not less than seventy days prior to the date of the proposed election; and

WHEREAS, the County Election Administrator will prepare a mail ballot election plan in accordance with the provisions of Section 13-19-205, M.C.A. (the “Mail Ballot Plan”); and

WHEREAS, it is the judgment of the Board that the sum of up to Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00) will be necessary to carry out the purpose set forth in such question; and

WHEREAS, the indebtedness to be evidenced by the proposed bonds and all other indebtedness of the District does not exceed the limitation as set forth in Section 20-9-406, M.C.A.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District as follows:

1. Calling of the Election. The Board of the District hereby calls and directs an election to be held on the question of issuing bonds of the District on September 29, 2026, which date is not less than 70 days after the date of passage of this resolution, such election to be conducted by mail ballot pursuant to the provisions of the Mail Ballot Act, for the purpose of providing funds to pay the costs of repairing or replacing high school facility components that are beyond their useful lives and making Fergus High School more secure, to include: adding a secure vestibule, intercom system, camera system, and exterior door access control; repairing or replacing the fire alarm system; repairing or replacing the roof; painting and sealing the building exterior; making electrical system repairs; repairing or replacing heating, ventilation, and air condition systems; replacing doors, flooring, ceiling tiles, and bathroom features; repairing exterior door thresholds, sidewalks, concrete landings, and stairs; making related repairs or replacements at the high school; and paying costs associated with the sale and issuance of the bonds.

The bonds shall be payable semiannually during a term of not more than twenty (20) years, subject to redemption as required by law, and shall bear interest at a rate or rates to be determined at the time of the sale of each series of bonds.

2. Debt Service Assistance. The District may receive debt service assistance under Sections 20-9-367 and 20-9-371, M.C.A., for debt service payments on the bonds. The availability and amount of debt service assistance is difficult to calculate because of the variability in and conditions to funding the debt service assistance program.

3. Conduct of Election. All qualified electors of the District shall be entitled to vote at the bond election. Pursuant to Section 20-20-201, M.C.A., the District Clerk is hereby authorized and directed to give notice of the call and details of this election and to provide this resolution to the Fergus County Election Administrator no later than three (3) days after this resolution is passed. The District Clerk is directed to instruct the Fergus County Election Administrator to close registration and thereafter prepare printed lists of the electors in the District entitled to vote in the election in the District in the form and manner prescribed by law and consistent with the Mail Ballot Plan. The County Election Administrator shall prepare the ballot and arrange for the printing of the ballot and conduct the election in accordance with all legal requirements. The Board hereby authorizes and directs the District Clerk and the

Superintendent, or either one of them, to undertake all actions and execute and/or deliver any and all documents as are necessary or appropriate for the bond election proceedings, including, without limitation, causing notices to be published; posting notices in public places, on a website, or elsewhere; making filings with governmental agencies; coordinating with and providing information to county election officials and/or other election officials, including, but not limited to and only if required, mail ballot plans; and any other activity or undertaking related to the bond election proceedings.

4. Notice of Election. The County Election Administrator is hereby authorized and requested to cause notice of the call and holding of the election to be given by publishing notice at least three times no earlier than 40 days and no later than 10 days before the election, in the *Lewistown News-Argus*, a newspaper of general circulation in the District, and to perform such other undertakings as may be required under Montana law. The District Clerk is hereby authorized and directed to cause the notice to be posted at three public places in the District, and, if the District has a website, is directed to post notice on the District's website for 10 days prior to the election. The notice of election as published and posted shall read substantially as follows with such completions and additions or revisions as may be deemed necessary or appropriate by the Mail Ballot Plan or otherwise:

FORM OF NOTICE OF HIGH SCHOOL DISTRICT BOND ELECTION

NOTICE IS HEREBY GIVEN by the Board of Trustees (the “Board”) of High School District No. 1 (Fergus), Fergus County, Montana (the “District”), that pursuant to a certain resolution duly adopted at a meeting of the Board on [_____], 2026, an election of the registered voters of the District will be held by mail ballot election on September 29, 2026 for the purpose of voting on the question of whether the Board may sell and issue general obligation school building bonds of the District in one or more series in the aggregate principal amount of up to Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00) to provide funds to pay the costs of repairing or replacing high school facility components that are beyond their useful lives and making Fergus High School more secure, to include: adding a secure vestibule, intercom system, camera system, and exterior door access control; repairing or replacing the fire alarm system; repairing or replacing the roof; painting and sealing the building exterior; making electrical system repairs; repairing or replacing heating, ventilation, and air condition systems; replacing doors, flooring, ceiling tiles, and bathroom features; repairing exterior door thresholds, sidewalks, concrete landings, and stairs; making related repairs or replacements at the high school; and paying costs associated with the sale and issuance of the bonds. Each series of bonds shall bear interest at a rate or rates to be determined at the time of sale and be payable semiannually during a term of not more than twenty (20) years.

If this bond election passes, based on the taxable value of the school district, the property taxes on a home with an assessed market value for tax purposes of \$100,000 are estimated to increase by \$37.04 in the first year, of \$300,000 are estimated to increase by \$111.12 in the first year, and of \$400,000 are estimated to increase by \$149.66 in the first year. An increase in property taxes may lead to an increase in rental costs.

The election will be conducted by the County Election Administrator solely by mail ballot. Ballots will be mailed to all eligible registered voters in the District on September 10, 2026, and must be returned by each voter, by mail or in person to the County Election Administrator’s Office, 712 W. Main, Suite 204, Lewistown, Montana 59457, during regular business hours (8:00 a.m. to 5:00 p.m.), weekdays (exclusive of holidays), September 11, 2026 through September 28, 2026.

On Election Day, September 29, 2026, the only places for deposit of voted ballots will be the office of the County Election Administrator’s Office, 712 W. Main, Suite 204, Lewistown, Montana, which will be open from 7:00 a.m. to 8:00 p.m., and all ballots must be in the County Elections Office by 8:00 p.m. in order to be counted. All ballots will be tallied in accordance with Montana law with the preliminary results, if known, expected to be released after 8:00 p.m. on September 29, 2026.

A qualified voter who will be absent from the District during the time the election is being conducted may:

- (a) vote in person in the office of the County Election Administrator as soon as the ballots are available and until 8:00 p.m. on Election Day; or

(b) make a written request prior to noon on September 28, 2026, signed by the applicant and addressed to the office of the County Election Administrator requesting the ballot be mailed to an address other than that which appears on the registration records.

An elector may obtain a replacement ballot if his or her ballot is destroyed, spoiled, lost, or not received by the elector, by filling out and mailing, emailing, or faxing back a completed replacement ballot request form or by the elector personally appearing at the office of the Fergus County Election Administrator at 712 W. Main, Suite 204, in Lewistown, Montana.

Ballots may be returned in person at the place of deposit listed above and in the election instructions of the Fergus County Election Administrator, or returned by mail. If returning by mail, please use the then-prevailing first-class-postage price or one Forever Stamp. Postmark date does not apply; ballots returned by mail must be received by the 8:00 p.m. Election Day deadline to be counted.

Please note, all electors, as defined in Section 20-20-301, M.C.A., are those who reside within the District and are registered to vote by the close of registration on August 31, 2026.

For electors who miss the close of registration deadline, such electors may register late and vote in the election by appearing in person at the Fergus County Election Administrator office at 712 W. Main, Suite 204, in Lewistown, Montana and providing to the County Election Administrator the electors' voter registration information in verifiable form beginning September 1, 2026 through 12:00 p.m. on September 28, 2026, and then from 7:00 a.m. to 8:00 p.m. on Election Day.

DATED this ____ day of _____, 2026.

Fergus County Election Administrator

Publish: September 2, September 9, and September 16, 2026

5. Form of Ballot. The ballot shall be printed in substantially the following form with such changes as are deemed necessary or appropriate, including, without limitation, to update estimated tax impact language based on information that becomes available to the District:

FORM OF OFFICIAL BALLOT

HIGH SCHOOL DISTRICT NO. 1
FERGUS COUNTY, MONTANA

SCHOOL BOND ELECTION
TO BE CONDUCTED BY MAIL BALLOT
ON SEPTEMBER 29, 2026

INSTRUCTIONS TO VOTERS: Completely fill in the oval using a blue or black ink pen before the words “BONDS —YES” if you wish to vote for the bond issue; if you are opposed to the bond issue, completely fill in the oval using a blue or black ink pen before the words “BONDS —NO.”

Shall the Board of Trustees (the “Board”) of High School District No. 1, Fergus County, Montana (the “District”), be authorized to sell and issue general obligation bonds of the District in one or more series in the aggregate principal amount of up to Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00), bearing interest at rates to be determined at the time of the sale, payable semiannually, during a term as to each series of bonds of not more than twenty (20) years, for the purpose of providing funds to pay the costs of repairing or replacing high school facility components that are beyond their useful lives and making Fergus High School more secure, to include: adding a secure vestibule, intercom system, camera system, and exterior door access control; repairing or replacing the fire alarm system; repairing or replacing the roof; painting and sealing the building exterior; making electrical system repairs; repairing or replacing heating, ventilation, and air condition systems; replacing doors, flooring, ceiling tiles, and bathroom features; repairing exterior door thresholds, sidewalks, concrete landings, and stairs; making related repairs or replacements at the high school; and paying costs associated with the sale and issuance of the bonds?

If this bond election passes, based on the taxable value of the school district, the property taxes on a home with an assessed market value for tax purposes of \$100,000 are estimated to increase by \$37.04 in the first year, of \$300,000 are estimated to increase by \$111.12 in the first year, and of \$400,000 are estimated to increase by \$149.66 in the first year. An increase in property taxes may lead to an increase in rental costs.

☐ BONDS – YES

☐ BONDS – NO

6. Reimbursement Expenditures.

(a) The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the District for project expenditures paid by the District prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the District adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the bonds, (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for a project within the scope of this resolution have been paid by the District before the date 60 days before the date of adoption of this resolution.

(c) The District reasonably expects to reimburse the expenditures made for costs of such a project out of proceeds of bonds in an estimated maximum aggregate principal amount of up to \$10,500,000 after the date of payment of all or a portion of costs of such a project. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

(d) As of the date hereof, there are no District funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to such a project, other than pursuant to the issuance of the bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the District’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

(e) The District Clerk shall be responsible for making the “reimbursement allocations” described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the bonds to reimburse the source of temporary financing used by the District to make prior payment of costs of the project. Each allocation shall be evidenced by an entry on the official books and records of the District maintained for the bonds or the project and shall specifically identify the actual original expenditure being reimbursed.

Passed and approved this [____] day of [____], 2026.

Chair, Board of Trustees

Attest:

Clerk, High School District No. 1

ACTION ITEMS – NEW BUSINESS

LEWISTOWN PUBLIC SCHOOLS
Lewistown, Montana

BOARD AGENDA ITEM

#18

MEETING DATE: June 8, 2026

ITEM TITLE: CMEC BUILDING USE AGREEMENTS WITH JOB SERVICE AND RURAL
EMPLOYMENT OPPORTUNITIES

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Federal Government transfer of the Central Montana Education Center property on Airport Road from Montana State University – Northern to Lewistown Public Schools took place in August 2019. As a result, the District may now allow other educational providers to enter into a Building Use Agreement for their portion of the building (prorated by square footage utilized). This document has been reviewed by both MTSBA. An Agreement to allow the University of Providence to end their building use as of 12/31/2026 was approved by the Board in January 2026, removing them as primary occupant and allowing Lewistown Public Schools to assume that role.

Due to the approval of staff at the Lincoln Building to move to the Education Center, the Agreements have been changed to a month-to-month Building Use with a 60 day notice. The District will also bill the entities \$12 per square foot for the square footage utilized.

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:

AGREEMENT

THIS AGREEMENT #6693-B is made and entered into by and between the Lewistown School District, (“the District”) University of Providence, (“the University”) and the Montana Job Service – Lewistown Office (“Job Service”).

WHEREAS, the District is the owner of the property identified as former BLM Lewistown Field Office, Lewistown, Montana; and

~~WHEREAS, the District leases the property to the University in accordance with terms of an Agreement executed on July 1, 2025; and~~

WHEREAS, the application for transfer of the property identifies Job Service as an authorized occupant; and

~~WHEREAS, the terms of the Agreement between the University and the District authorize the University to assign portions of the property for use by Job Service.~~

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, the parties hereto agree as follows:

1. **PREMISES:** The District University agrees to permit the Job Service to use a portion of the District-owned property known as the former BLM Lewistown Field Office located at 773 Airport Road, Lewistown, Montana, 59457, in accordance with the terms and conditions of this Agreement. The portion of the property to be utilized by Job Service consists of the front desk, office #118, office #121, office #124, open area between offices (Room #120), portion of hallway behind front desk and shared areas (restroom facilities, entryway and lobby area near front desk).

2. **TERM:** ~~The term of this Agreement shall be for a period of 1 year, beginning on July 1, 2025 and continuing through June 30, 2026. Renewal of this Agreement is not expected by either Party.~~ The term of this agreement commences on July 1, 2026, and continues month to

month until such time as the parties mutually agree to terminate the agreement or one party provides to the other party with written notice of termination in accordance with Paragraph 10 below, or June 30, 2027, whichever occurs first.

3. **CONSIDERATION:** In consideration for the use of said premises in accordance with the terms and conditions of this Agreement, the Job Service agrees to maintain required insurance coverage, pay \$12/sq ft in monthly installments of for required maintenance and operating costs related to the 2229 sq ft portion of the premises utilized by Job Service as outlined in Exhibit A. Building Use Monthly Fee: $2229 \text{ sq ft} \times \$12.00/\text{sq ft} = \$26,748.00/12 \text{ months} = \$2,229.00/\text{month}$.

4. **USE OF PREMISES:** Any and all activities conducted on said premises shall conform and comply with the Agreement with between the University and District as well as District policies as well as all federal, state, and local laws, ordinances and regulations, including all non-discrimination laws. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) any hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

District Policies will be provided to Job Service upon request. Specific School District policies of note include prohibition of tobacco use, limitation of access to registered sex offenders, school building security and preservation of student privacy. Job Service agrees further to keep the premises in a clean, safe, and sanitary condition.

5. **RESPONSIBILITIES:** Job Service agrees to provide for the care of the interior space being occupied by the offices and areas of use by staff. Job Service's use or storage of gasoline, hazardous materials, or other flammable or explosive materials on the premises is prohibited. Job Service shall not change or alter any part of the premises, in any form, except with the written permission of the District. The building, placing, or constructing of any permanent structure or item by Job Service is prohibited. Any structural change which is not approved by the District in writing will be subject to removal at Job Service's expense.

Job Service is exclusively responsible for the following expenses it may incur as a result of use of its use of the premises: ~~custodial services~~ and supplies, post office box, internet, garbage and waste services, and telephone services.

Job Service is responsible for monitoring the premises for maintenance issues and report maintenance issues to the District. Any use of the premises by entities unaffiliated with Job Service, ~~the University~~, or District or their assignees or sublessees will be in accordance with the District's facilities use policies. All use of the premises will be reported to the District by **January** ~~October~~ 1 of each year to ensure full compliance with the federally required Utilization Report. ~~Job Service shall be only liable for up to \$200 per month for building major maintenance.~~

6. **INSURANCE AND INDEMNITY:** Job Service and any assignees are obligated to provide insurance coverage for the contents of the building consisting of property, effects, documents, or possessions of Job Service or assignees, and the ~~University and~~ District shall not in any event be responsible for the loss of such property, effects, documents, or Job Service's possessions located on the premises except if such loss arises from the negligence or other wrongful act or omission of the ~~University or~~ District or their employees or agents. Job Service

and assignees shall provide insurance for coverage for the contents of the building owned by Job Service and assignees. Job Service and assignees shall provide for insurance coverage or be self-insured for comprehensive general liability in an amount of \$750,000 for each claim and \$1.5 million for each occurrence for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the negligent or other wrongful act or omission of its employees or agents while using the facility as described herein. Proof of insurance or self-insurance will be submitted to the District upon execution of this Agreement.

Subject to the applicable limitation of liability found in Mont. Code Ann. § 2-9-108, each party (indemnifying party) agrees to defend, indemnify and hold the other harmless from and against any and all claims, losses, liabilities or expenses, including without limitation attorneys' fees, which may arise, in whole or in part, out of (i) the negligence or willful misconduct of the indemnifying party, its employees and agents a , (ii) a breach by the indemnifying party of its material obligations under this Agreement, (iii) material violation of District policy, state law or federal law by Job Service or assignees.

Job Service and assignees shall maintain a workers' compensation insurance policy covering all employees while providing services on the premises in accordance with Title 39, chapter 71, MCA and other applicable provisions of Montana's Workers' Compensation Act. Job Service and assignees shall provide proof of such policy to District upon execution of the Agreement.

At no time during the term of this Agreement will University or the District's insurance policies be considered to cover acts or omissions by Job Service or assignees. All insurance policies required by this Paragraph must remain valid for the entire term of the Agreement. Job Service and assignees must promptly notify ~~University and~~ District of any lapse in coverage. Job

Service and assignees will not provide services on the premises in the event any insurance coverage lapses. period. Failure to honor the terms of this Paragraph is grounds for termination of the Agreement.

7. **ASSIGNMENT:** Job Service is not authorized to sublet any portion of the property without first obtaining the District's prior written consent.

8. **CHANGES:** ~~University and~~ Job Service may, at any time by written notice, request to negotiate changes to the Agreement.

9. **STATUS:** This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of any or all of the parties.

10. **TERMINATION:** The parties may mutually agree to terminate this agreement at any time and under such terms and conditions to which the parties agree in writing. Each party shall additionally have the right to unilaterally terminate this agreement with or without cause by providing the other party with 60 days' written notice of termination. ~~This Agreement will terminate upon expiration of the Agreement in Paragraph 2. Each Party shall have the right to terminate this Agreement upon one year's written notice submitted to the other Party. Each Party shall have the right to terminate this Agreement if any other Party is in default of any material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from a non-defaulting Party specifying such default. Job Service may also terminate this Agreement by giving the other parties 30 days' written notice if funds are not made available to continue Job Service's performance under this Agreement.~~

11. **RETURN OF PROPERTY:** Upon the expiration or earlier termination of this Agreement, Job Service shall deliver promptly to the District all property relating to the business and work of the District. Such property shall include but not be limited to all keys and other District-owned property. Upon termination of the Agreement, Job Service shall return the premises to the same condition in which it was received, ordinary wear and tear excepted, and free of Job Service's personal property, trash, and debris.

After five (5) days following Job Service's surrender of the premises or termination of Agreement in any manner except by court order, and if the District reasonably believes that Job Service has abandoned any personal property remaining on the premises, the District may remove the property to a place for safekeeping, and take any steps reasonable and proper under Montana law. The District shall be entitled to reimbursement from Job Service for actual costs of storage and safekeeping of the property.

12. **NOTICES:** All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or codified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

13. **SIGNAGE:** Any signage to be installed by Job Service must be first approved in writing by the School District Superintendent.

14. **PARTY REPRESENTATIVES:** Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand

delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The District's address for purpose of receiving demand or notice is Lewistown Public Schools, 215 7th Avenue South, Lewistown, MT 59457.

The District's representative for purposes under this lease is Rebekah Rhoades, telephone (406) 535-8777, e-mail address: rrhoades@lewistown.k12.mt.us.

~~The University's address for purpose of receiving demand or notice is Office of the President, University of Providence, 1301 20th Street S, Great Falls, MT 59405.~~

~~The University's representative for purposes under this lease is Very. Rev. Oliver J. Doyle, telephone (406) 791-5300, e-mail address: Oliver.Doyle@uprovidence.edu.~~

The Department's address for the purpose of receiving notice is Montana Department of Labor and Industry, Workforce Services Division, P.O. Box 1728, Helena, Montana, 59620.

The Department's representative for purposes under this lease is Samantha Nimmick, telephone (406) 265-5847, e-mail address: samantha.nimmick@mt.gov.

If any party changes its address or contact person, it must notify the other parties in writing at the addresses provided in this section.

15. **ENTIRE AGREEMENT; MODIFICATION**: This Agreement contains the entire agreement between the parties, and may not be altered, modified, or amended, except by written agreement signed by the authorized representatives of the respective parties. Time is of the essence to the terms of this Agreement.

16. **PARTIAL INVALIDITY**: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in a manner.

17. **CONSTRUCTION AND JURISDICTION**: This Agreement shall be construed under the laws of the State of Montana, and the parties agree that the state district courts of the State of Montana shall have personal jurisdiction over the parties in relation to any claim or cause of action arising from or related to the provisions hereof, including, but not limited to, any action for breach or enforcement of the terms and conditions of this Agreement. . The District's failure to require strict compliance with the conditions of this Agreement or to exercise any right provided, shall not be deemed a waiver of such default, nor limit the District's rights with respect to that or other default.

18. **ACCESS TO RECORDS**: Pursuant to Mont. Code Ann. § 18-1-118, the State Legislative Auditor shall have reasonable access to the records of the District and the University to determine whether the Parties have complied with the terms of the Agreement.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF:

LEWISTOWN SCHOOL DISTRICT

By: _____
Chair, Board of Trustees Date

~~UNIVERSITY OF PROVIDENCE~~

By: _____

Authorized Representative Date

JOB SERVICE

By: _____
Sarah Swanson, Commissioner Date
Department of Labor and Industry

APPROVED BY:

By: _____
Garett M. Bacon, Leasing Officer Date
Department of Administration, General Services Division

By: _____
Julia Swingley, Agency Legal Counsel Date
Department of Administration

By: _____
Office of Budget and Program Planning Date

By: _____
Misty Ann Giles, Director Date
Department of Administration

EXHIBIT 'A'

ESTIMATED EXPENSES FOR THE EDUCATION CENTER IN LEWISTOWN: 13,326 SQ FT CLASSROOM BUILDING

JOB SERVICE PORTION – 2229 SQ FT (17% OF PRORATED EXPENSES)

JOB SERVICE RESPONSIBILITY (WILL NEED TO COORDINATE WITH UNIVERSITY OF PROVIDENCE):

CUSTODIAL SUPPLIES
—— CUSTODIAL SERVICES (CLEANING SERVICES AND LAWN CARE)
POST OFFICE BOX
INTERNET/PHONE
WASTE SERVICES

DISTRICT RESPONSIBILITY TO BILL MONTHLY (WILL BILL PROVIDENCE/JOB SERVICE/OTHER ENTITIES MONTHLY ON A PRORATED BASIS):

INSURANCE = \$3,100/YR = \$258/MO
STREET MAINTENANCE TAXES = \$2,200/YR = \$184/MO
CITY WATER AND SEWER CLASSROOM BUILDING = \$1,500/YR = \$125/MO
IRRIGATION FOR LAWN SPRINKLERS = \$650/YR = \$55/MO
GAS/ELECTRIC = \$20,000/YR = \$1,667/MO (UNABLE TO GET ACTUAL FIGURES FROM NORTHWEST ENERGY, AMOUNT BASED ON COSTS FOR A SIMILAR BUILDING IN THE DISTRICT)
—— SNOW PLOW LOT = \$2,500/YR = \$209/MO (DEPENDS ON WINTER)
—— LAWN FERTILIZER/WEED KILLER (NUTRALAWN) = \$215/YR = \$18/MO
—— SPRINKLER SYSTEM MAINTENANCE = \$145/YR = \$12/MO
—— FIRE EXTINGUISHER INSPECTION = \$150/YR = \$13/MO
—— KENCO SECURITY & ALARM INSPECTION = \$400/YR = \$34/MO
ELEVATOR SERVICE/REPAIRS = \$2,000 = \$167/MO (UNABLE TO GET ACTUAL FIGURES, AMOUNT BASED ON COSTS FOR A SIMILAR ELEVATOR IN THE DISTRICT)

MONTHLY FEE NOT PRORATED

MAJOR MAINTENANCE FEE = \$2,400/YR = \$200/MO (MONTANA JOB SERVICE)

ALL AMOUNTS ARE **APPROXIMATE** AND BASED ON PREVIOUS YEAR'S BILLS. WHERE NOTED, THE SCHOOL DISTRICT DID NOT HAVE ACCESS TO PREVIOUS YEAR'S BILLS AND **ESTIMATED** COSTS ARE USED OR THE AMOUNTS ARE LEFT UNKNOWN. THIS IS NOT MEANT TO BE AN ALL INCLUSIVE LIST OF ROUTINE EXPENSES. THE UNIVERSITY, JOB SERVICE AND ANY OTHER ENTITIES IN THE BUILDING WILL BE BILLED MONTHLY FOR ACTUAL COSTS INCURRED IN ADDITION TO THE MAJOR MAINTENANCE FEE.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Lewistown School District, (“the District”) ~~University of Providence, (“the University”)~~ and the Rural Employment Opportunities (“REO”).

WHEREAS, the District is the owner of the property identified as former BLM Lewistown Field Office, Lewistown, Montana; and

~~WHEREAS, the District leases the property to the University in accordance with terms of an Agreement executed on July 1, 2025; and~~

WHEREAS, the application for transfer of the property identifies REO as an authorized occupant; and

~~WHEREAS, the terms of the Agreement between the University and the District authorize the University to assign portions of the property for use by REO.~~

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, the parties hereto agree as follows:

1. **PREMISES:** The **District** University agrees to permit the REO to use a portion of the District-owned property known as the former BLM Lewistown Field Office located at 773 Airport Road, Lewistown, Montana, 59457, in accordance with the terms and conditions of this Agreement. The portion of the property to be utilized by REO consists of the front desk, office #118, office #121, office #124, open area between offices (Room #120), portion of hallway behind front desk and shared areas (restroom facilities, entryway and lobby area near front desk).

2. **TERM:** ~~The term of this Agreement shall be for a period of 1 year, beginning on July 1, 2025 and continuing through June 30, 2026. Renewal of this Agreement is not expected by either Party.~~ **The term of this agreement commences on July 1, 2026, and continues month to month until such time as the parties mutually agree to terminate the agreement or one party**

provides to the other party with a 60 day written notice of termination in accordance with Paragraph 10 below, or June 30, 2027, whichever occurs first.

3. **CONSIDERATION:** In consideration for the use of said premises in accordance with the terms and conditions of this Agreement, the REO agrees to maintain required insurance coverage, pay \$12/sq ft in monthly installments of for required maintenance and operating costs related to the 150 sq ft portion of the premises utilized by REO as outlined in Exhibit A. **Building Use Monthly Fee: 150 sq ft x \$12.00/sq ft = \$1,800.00/12 months = \$150.00/month.**

4. **USE OF PREMISES:** Any and all activities conducted on said premises shall conform and comply with the Agreement with the between the University and District as well as District policies as well as all federal, state, and local laws, ordinances and regulations, including all non-discrimination laws. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) any hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

District Policies will be provided to REO upon request. Specific School District policies of note include prohibition of tobacco use, limitation of access to registered sex offenders, school building security and preservation of student privacy. REO agrees further to keep the premises in a clean, safe, and sanitary condition.

5. **RESPONSIBILITIES:** REO agrees to provide for the care of the interior space being occupied by the offices and areas of use by staff. REO's use or storage of gasoline, hazardous

materials, or other flammable or explosive materials on the premises is prohibited. REO shall not change or alter any part of the premises, in any form, except with the written permission of the District. The building, placing, or constructing of any permanent structure or item by REO is prohibited. Any structural change which is not approved by the District in writing will be subject to removal at REO's expense.

REO is exclusively responsible for the following expenses it may incur as a result of use of its use of the premises: ~~custodial services~~ and supplies, post office box, internet, garbage and waste services, and telephone services.

REO is responsible for monitoring the premises for maintenance issues and report maintenance issues to the District. Any use of the premises by entities unaffiliated with REO, ~~the University~~, or District or their assignees or sublessees will be in accordance with the District's facilities use policies. All use of the premises will be reported to the District by **January** ~~October~~ 1 of each year to ensure full compliance with the federally required Utilization Report. ~~REO shall be only liable for up to \$200 per month for building major maintenance.~~

6. **INSURANCE AND INDEMNITY:** REO and any assignees are obligated to provide insurance coverage for the contents of the building consisting of property, effects, documents, or possessions of REO or assignees, and ~~the University and District~~ shall not in any event be responsible for the loss of such property, effects, documents, or REO's possessions located on the premises except if such loss arises from the negligence or other wrongful act or omission of ~~the University or District~~ or their employees or agents. REO and assignees shall provide insurance for coverage for the contents of the building owned by REO and assignees. REO and assignees shall provide for insurance coverage or be self-insured for comprehensive general liability in an amount of \$750,000 for each claim and \$1.5 million for each occurrence for injuries to or death of any person or damage to or loss of property arising out of or in any

way resulting from the negligent or other wrongful act or omission of its employees or agents while using the facility as described herein. Proof of insurance or self-insurance will be submitted to the District upon execution of this Agreement.

Subject to the applicable limitation of liability found in Mont. Code Ann. § 2-9-108, each party (indemnifying party) agrees to defend, indemnify and hold the other harmless from and against any and all claims, losses, liabilities or expenses, including without limitation attorneys' fees, which may arise, in whole or in part, out of (i) the negligence or willful misconduct of the indemnifying party, its employees and agents a , (ii) a breach by the indemnifying party of its material obligations under this Agreement, (iii) material violation of District policy, state law or federal law by REO or assignees.

REO and assignees shall maintain a workers' compensation insurance policy covering all employees while providing services on the premises in accordance with Title 39, chapter 71, MCA and other applicable provisions of Montana's Workers' Compensation Act. REO and assignees shall provide proof of such policy to District upon execution of the Agreement.

At no time during the term of this Agreement will University or the District's insurance policies be considered to cover acts or omissions by REO or assignees. All insurance policies required by this Paragraph must remain valid for the entire term of the Agreement. REO and assignees must promptly notify ~~University and~~ District of any lapse in coverage. REO and assignees will not provide services on the premises in the event any insurance coverage lapses. period. Failure to honor the terms of this Paragraph is grounds for termination of the Agreement.

7. **ASSIGNMENT**: REO is not authorized to sublet any portion of the property without first obtaining the District's prior written consent.

8. **CHANGES**: ~~University and~~ REO may, at any time by written notice, request to negotiate changes to the Agreement.

9. **STATUS:** This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of any or all of the parties.

10. **TERMINATION:** The parties may mutually agree to terminate this agreement at any time and under such terms and conditions to which the parties agree in writing. Each party shall additionally have the right to unilaterally terminate this agreement with or without cause by providing the other party with written notice of termination. ~~This Agreement will terminate upon expiration of the Agreement in Paragraph 2. Each Party shall have the right to terminate this Agreement upon one year's written notice submitted to the other Party. Each Party shall have the right to terminate this Agreement if any other Party is in default of any material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from a non-defaulting Party specifying such default. REO may also terminate this Agreement by giving the other parties 30 days' written notice if funds are not made available to continue REO's performance under this Agreement.~~

11. **RETURN OF PROPERTY:** Upon the expiration or earlier termination of this Agreement, REO shall deliver promptly to the District all property relating to the business and work of the District. Such property shall include but not be limited to all keys and other District-owned property. Upon termination of the Agreement, REO shall return the premises to the same condition in which it was received, ordinary wear and tear excepted, and free of REO's personal property, trash, and debris.

After five (5) days following REO's surrender of the premises or termination of Agreement in any manner except by court order, and if the District reasonably believes that REO has abandoned any personal property remaining on the premises, the District may remove the property

to a place for safekeeping, and take any steps reasonable and proper under Montana law. The District shall be entitled to reimbursement from REO for actual costs of storage and safekeeping of the property.

12. **NOTICES**: All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or codified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant Party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

13. **SIGNAGE**: Any signage to be installed by REO must be first approved in writing by the School District Superintendent.

14. **PARTY REPRESENTATIVES**: Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The District's address for purpose of receiving demand or notice is Lewistown Public Schools, 215 7th Avenue South, Lewistown, MT 59457.

The District's representative for purposes under this lease is Rebekah Rhoades, telephone (406) 535-8777, e-mail address: rrhoades@lewistown.k12.mt.us.

~~The University's address for purpose of receiving demand or notice is Office of the President, University of Providence, 1301 20th Street S, Great Falls, MT 59405.~~

~~The University's representative for purposes under this lease is Very. Rev. Oliver J. Doyle, telephone (406) 791-5300, e-mail address: Oliver.Doyle@uprovidence.edu.~~

The Department's address for the purpose of receiving notice is Montana Department of Labor and Industry, Workforce Services Division, P.O. Box 1728, Helena, Montana, 59620.

The Department's representative for purposes under this lease is Samantha Nimmick, telephone (406) 265-5847, e-mail address: samantha.nimmick@mt.gov.

If any party changes its address or contact person, it must notify the other parties in writing at the addresses provided in this section.

15. **ENTIRE AGREEMENT; MODIFICATION**: This Agreement contains the entire agreement between the parties, and may not be altered, modified, or amended, except by written agreement signed by the authorized representatives of the respective parties. Time is of the essence to the terms of this Agreement.

16. **PARTIAL INVALIDITY**: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in a manner.

17. **CONSTRUCTION AND JURISDICTION**: This Agreement shall be construed under the laws of the State of Montana, and the parties agree that the state district courts of the State of Montana shall have personal jurisdiction over the parties in relation to any claim or cause of action arising from or related to the provisions hereof, including, but not limited to, any action for breach or enforcement of the terms and conditions of this Agreement. . The District's failure to require strict compliance with the conditions of this Agreement or to exercise any right provided,

shall not be deemed a waiver of such default, nor limit the District's rights with respect to that or other default.

18. **ACCESS TO RECORDS:** Pursuant to Mont. Code Ann. § 18-1-118, the State Legislative Auditor shall have reasonable access to the records of the District and the University to determine whether the Parties have complied with the terms of the Agreement.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF:

LEWISTOWN SCHOOL DISTRICT

By: _____
Chair, Board of Trustees Date

~~UNIVERSITY OF PROVIDENCE~~

By: _____

Authorized Representative Date

REO

By: _____
Authorized Representative Date

EXHIBIT 'A'

ESTIMATED EXPENSES FOR THE EDUCATION CENTER IN LEWISTOWN:

13,326 SQ FT CLASSROOM BUILDING

**RURAL EMPLOYMENT OPPORTUNITIES (REO) PORTION – 150 SQ FT
(1% OF PRORATED EXPENSES)**

REO RESPONSIBILITY (WILL NEED TO COORDINATE WITH UNIVERSITY OF PROVIDENCE):

CUSTODIAL SUPPLIES

—— CUSTODIAL SERVICES (LAWN MOWING SERVICE, CLEANING)

POST OFFICE BOX

INTERNET/PHONE

WASTE SERVICES

DISTRICT RESPONSIBILITY TO BILL MONTHLY (WILL BILL PROVIDENCE/REO/OTHER ENTITIES MONTHLY ON A PRORATED BASIS):

INSURANCE – \$3,100/YR – \$258/MO

STREET MAINTENANCE TAXES – \$2,200/YR – \$184/MO

CITY WATER AND SEWER CLASSROOM BUILDING – \$1,500/YR – \$125/MO

IRRIGATION FOR LAWN SPRINKLERS – \$650/YR – \$55/MO

GAS/ELECTRIC – \$20,000/YR – \$1,667/MO (UNABLE TO GET ACTUAL FIGURES FROM
NORTHWEST ENERGY, AMOUNT BASED ON COSTS FOR A SIMILAR
BUILDING IN THE DISTRICT)

—— SNOW PLOW LOT – \$2,500/YR – \$209/MO (DEPENDS ON WINTER)

—— LAWN FERTILIZER/WEED KILLER (NUTRALAWN) – \$215/YR – \$18/MO

—— SPRINKLER SYSTEM MAINTENANCE – \$145/YR – \$12/MO

—— FIRE EXTINGUISHER INSPECTION – \$150/YR – \$13/MO

—— KENCO SECURITY & ALARM INSPECTION – \$400/YR – \$34/MO

ELEVATOR SERVICE/REPAIRS – \$2,000 – \$167/MO (UNABLE TO GET ACTUAL FIGURES,
AMOUNT BASED ON COSTS FOR A SIMILAR ELEVATOR IN THE DISTRICT)

MONTHLY FEE NOT PRORATED

MAJOR MAINTENANCE FEE – \$600/YR – \$50/MO (REO)

ALL AMOUNTS ARE **APPROXIMATE** AND BASED ON PREVIOUS YEAR'S BILLS. WHERE NOTED, THE SCHOOL DISTRICT DID NOT HAVE ACCESS TO PREVIOUS YEAR'S BILLS AND **ESTIMATED** COSTS ARE USED OR THE AMOUNTS ARE LEFT UNKNOWN. THIS IS NOT MEANT TO BE AN ALL INCLUSIVE LIST OF ROUTINE EXPENSES. THE UNIVERSITY, REO AND ANY OTHER ENTITIES IN THE BUILDING WILL BE BILLED MONTHLY FOR ACTUAL COSTS INCURRED IN ADDITION TO THE MAJOR MAINTENANCE FEE.

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

#19

MEETING DATE: June 8, 2026

ITEM TITLE: SUBSTITUTE AND ACTIVITY BUS DRIVER RATES FOR 2026-2027

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to approve the following pay rates:

Activity Bus Drivers - \$16.25 per hour (port-to-port)

Substitute Non-Classroom – Step 0 on Classified Salary Matrix

Substitute Teachers and Paraprofessionals - \$16.25 per hour for Certified Teachers (current or not) or a Master's Degree or higher; \$15.25 per hour for all other substitutes who are not Certified Teachers.

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

#20

MEETING DATE: June 8, 2026

ITEM TITLE: MTSBA MEMBERSHIP

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to approve membership to Montana School Boards Association. The District has been a member for several years.

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:

More Benefits - Less Dues: Get More from your MTSBA Membership

More engagement, **more** knowledge, **more** savings, **more** expertise, and **more** opportunities to maximize the positive impact of your service as a school leader.

Membership in MTSBA improves your school board's performance and enriches the value of your service as an elected trustee.
Members enjoy exclusive access to expertise, resources and savings that improve outcomes for the children in your districts.

Become part of something bigger!



ADVOCACY

Legislative Successes

• 2025 Session •

HB 15 - 3% Inflation Increase
IMPACT: \$52 million increased funding biennial

HB 156 - Revise education funding laws **CHANGE: Replace school district BASE levies with countywide BASE levies**

HB 168 - Full-time ANB funding for preschool children with disabilities
IMPACT: \$30 million increased funding biennial

HB 252 - Student and Teacher Advancement for Results and Success Act (STARS) **IMPACT: \$110 million increased funding biennial**

HB 483 - Revise property tax laws. **BENEFIT: Property tax savings of \$75 million biennial**

HB 515 - Revise laws related to school facilities. **IMPACT: \$24 million increased funding biennial**

HB 567 - Revise multidistrict agreements in education law.

HB 628 - Revise early literacy targeted intervention laws.

MORE Victories for Montana's Public Education

Increased Funding HB 332 | HB 352 | HB 257
Property Tax Relief \$150+ million property tax relief through MTSBA advocacy efforts from 2017-2023 sessions

And More!

Members who are participate in the **Montana Schools Unemployment Insurance Program (MTSUIP)** see extra savings!

No Fee MTSUIP Sponsored MELR Access
Savings: \$800

For MTSUIP member districts

No Fee MTSUIP Sponsored Back-to-School Legal Primer
Savings: \$875

For MTSUIP member districts

No Fee MTSUIP Sponsored HR Symposium
Savings: \$875

For MTSUIP member districts

No Fee MTSUIP Sponsored School Finance & Budget Symposium
Savings: \$875

For MTSUIP member districts

No Fee MTSUIP Sponsored Hot Topic Employment Training
Savings: \$875

For MTSUIP member districts

Customized In-District HR Training for your staff
Savings: \$2,300

For MTSUIP member districts

Claim savings for your taxpayers!

Ensure a bright future for your children!

SERVICE

Your membership in MTSBA includes:

Dues-based Professional Consultation

MTSBA staff fielded over 7,000 legal, HR, labor and policy consultations over last year.

MTSBA provided services worth \$1.4 million to members without any charge beyond membership dues.
Average district savings over \$10,000 annually!

MTSUIP member access to the

Montana Education Law Reporter (MELR)

Detailed articles and forms on topics about school leadership, school law, finance and policy. The MELR is a great resource for your district's leadership team!

MTSBA Publications:

Take a moment and look at the following publications that have a wealth of information for those making the tough decisions:

- Connect2MTSBA Online Community
- Daily Dispatches
- Question of the Week
- Courtroom to Boardroom
- Monthly e-LERT
- Policy Notes
- Find them on mtsba.org under Quick Links

MTSBA members receive **DISCOUNTS** on fee-based member services delivered by our professional, knowledgeable staff.

Over 100 years combined knowledge in the services we provide!

Human Resource - Risk Management Services - Labor Relation Services - Legal Services
Policy Services - Strategic Planning Services
Superintendent Search Services - Training Services

50+ hours of NO FEE training opportunities

Mark your calendars to attend these trainings to develop your knowledge, skills and abilities!

HR Symposium
No fee for MTSUIP members

New Trustee Orientation Series

School Budget Symposium
No fee for MTSUIP members

Leadership Training

Employment Hot Topic Training
No fee for MTSUIP members

ISBC Symposium

Back-to-School Legal Primer
No fee for MTSUIP members

Think Tank Thursdays

Learn and Lead! Video Training Resources
No fee for MTSBA members. Videos available at mtsba.org

And Even More!

Members who are participate in the **Montana Schools Group Interlocal Authority (MSGIA) Workers' Comp and Property Liability Programs** save even MORE!

No Fee MSGIA WC Asbestos Inspection
Savings: \$4,500

Provides asbestos inspection every three years (required by law)

No Fee MSGIA Pre-Employment Physical Program
Savings: \$500

No Fee MSGIA P&C Annual Training
Savings: \$1,250

For participating districts in the P&C Risk Pool

No Fee MSGIA Online Training
Savings: \$625

Required by state and/or federal law



Interested in knowing more specific numbers for savings your school district enjoys each year? **Contact Wendy Brenden, w Brenden@mtsba.org** for a custom report of the incredible value of your school board's membership in MTSBA.



Rebekah Rhoades <rrhoades@lewistown.k12.mt.us>

Invoice

1 message

MTSBA <info@mtsba.org>

Thu, May 7, 2026 at 4:27 PM

To: "rrhoades@lewistown.k12.mt.us" <rrhoades@lewistown.k12.mt.us>, "lcarparelli@mtsba.org" <lcarparelli@mtsba.org>



863 Great Northern Blvd Ste 301
 Helena, MT 59601 United States
 Phone: (406) 442-2180
www.mtsba.org

Lewistown Public Schools
 Rebekah Rhoades
 215 7th Avenue South
 Lewistown, MT 59457
 United States

INVOICE

Invoice Number	0019671
Invoice Date	6/1/2026
Invoice Term	30
Due Date	7/1/2026

Memberships

Membership Renew for
 Membership Type: Public School District Boards of Trustees
 Membership Term: 7/1/2026 - 6/30/2027

Item	Quantity	Price	Total
Public School District Board of Trustees	1	\$8,381.00	\$8,381.00

Total: \$8,381.00
Tax Total: \$0.00
Shipping Total: \$0.00
Grand Total: **\$8,381.00**
Payment: **\$0.00**
Balance: **\$8,381.00**

Thank you for your business!

Please detach the portion below and return it with your payment.

REMITTANCE

Please make checks payable to:
 Montana School Boards Association

863 Great Northern Blvd Ste 301
 Helena, MT 59601 United States
 (406) 442-2180

Invoice Number	Order 0019671
Name	
Due Date	7/1/2026
Balance	\$8,381.00
Amount Enclosed	\$

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

#21

MEETING DATE: June 8, 2026

ITEM TITLE: MQEC MEMBERSHIP

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to approve membership to Montana Quality Education Coalition. The district was a member in 2025-2026 and it is recommended to continue this membership as the Legislative Decennial Study is in progress and the Legislature will be meeting starting in January 2027.

☒ **ADDITIONAL INFORMATION ATTACHED**

NOTES:



JCCS Accounting
Attn: Mary Donna Schultz
3060 Cabernet Drive, Suite 2
Helena, Montana 59601



INVOICE

INVOICE #	DATE
131	May 7, 2026

BILL TO

Brad Moore
Lewistown Public Schools
brad.moore@lewistown.k12.mt.us
Lewistown, MT 59457

DESCRIPTION	AMOUNT
MQEC FY27 Membership Dues	\$2500.00
** MQEC is ensuring your voice at the table when important decisions are made implicating the Constitutional rights of students and communities pursuant to Article X of the Montana Constitution. ** <i>If you believe the invoiced amount is incorrect, please feel free to submit your membership dues based on the 2025/2026 school year assessment.</i>	
Thank you for your support!	TOTAL \$2500.00

Please Return a Copy of This Document with Payment

- **Make Checks Payable to: Montana Quality Education Coalition or MQEC**
- **Please call (406) 544-4335 with any questions regarding this invoice.**

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

#22

MEETING DATE: June 8, 2026

ITEM TITLE: BOND WORKING COMMITTEE – WORK SESSION DATES

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to set dates for meetings to discuss the upcoming Fergus High School Bond Election.

☐ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

#23

MEETING DATE: June 8, 2026

ITEM TITLE: PROCLAMATION FOR RESOLUTION TO BID THE HIGHLAND PARK
PLAYGROUND

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

The Board of Trustees needs to consider approval of the District obtaining bids per MCA 20-9-204 for a new playground and install at Highland Park Elementary.

☒ **ADDITIONAL INFORMATION ATTACHED**

NOTES:

INVITATION TO BID

PROJECT: Playground – Highland Park Elementary School

Project No.: LPS26_HPPLAY

OWNER: Lewistown Public Schools (School District No. 1)

215 7th Avenue South

Lewistown, MT 59457

Sealed Bids will be received at the School District No. 1 Central Office, Attn: Rebekah Rhoades, 215 7th Avenue South, Lewistown, MT 59457, until **June 29, 2026 at 2:00 PM Local Time**. Bids received after this time will not be accepted. All interested parties are invited to attend. Bids will be opened publicly and read aloud immediately after the specified closing time for:

Highland Park Playground Remodel

All Bids must be submitted on a lump-sum basis; segregated Bids will not be accepted. Drawings may be obtained at the Lincoln Building by contacting Superintendent Brad Moore at 406-535-8777. Project construction may begin upon contract execution (coordinated strictly with the District if school is operational) and must be fully completed prior to **December 1, 2026**

The successful Contractor shall comply with all fair labor practices and meet all statutory requirements for the Montana Prevailing Wage rates and the Montana Gross Receipts Tax.

A Bid Security in the amount of ten percent (10%) of the total bid amount, in a form compliant with **MCA § 18-1-203** (such as a Bid Bond, certified check, or cashier's check), must accompany each bid. A Performance Bond and a Labor & Material Payment Bond, each for one hundred percent (100%) of the contract sum, will be required from the successful bidder per **MCA § 18-2-201**.

No Bidder may withdraw their Bid for at least thirty (30) days after the scheduled time for receipt of Bids, except as noted in the Instructions to Bidders.

The Project will be awarded to the lowest responsible bidder. The District reserves the right to reject any or all bids and to waive informalities.

INSTRUCTIONS TO BIDDERS

PROJECT: Playground – Highland Park Elementary School

Project No.: LPS26_HPPLAY

OWNER: Lewistown Public Schools (Fergus County School District No. 1)

1. DEFINITIONS

- **Bidder:** A qualified contractor submitting a competitive sealed bid for the work specified.
- **Lowest Responsible Bidder:** A bidder who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that will assure good faith performance, while offering the lowest total cost.
- **Owner / District:** Lewistown Public Schools (School District No. 1).
- **Contract Documents:** The Invitation to Bid, these Instructions to Bidders, the Bid Form, proposed Contract, Drawings, Specifications, and any Addenda issued prior to bid opening.

2. EXAMINATION OF SITE AND DOCUMENTS

- **2.1** Bidders must carefully examine the contract documents and the construction site before submitting a proposal. Drawings may be obtained at the Lincoln Building by contacting Superintendent Brad Moore at 406-535-8777. Submitting a bid constitutes an acknowledgment that the bidder is fully familiar with local conditions, site constraints, and the scope of work.
- **2.2** Any omissions, discrepancies, or ambiguities found in the drawings or specifications must be reported in writing to the District Central Office at least **five (5) business days** prior to the bid opening. If necessary, corrections will be issued via a formal written Addendum to all registered bidders.

3. BID SECURITY & GUARANTEES

- **3.1** Pursuant to **MCA § 18-1-203**, each bid must be accompanied by a bid security in the amount of **ten percent (10%)** of the total bid amount.
- **3.2** The bid security may be in the form of a lawful Bid Bond issued by a surety authorized to do business in the State of Montana, a certified check, bank draft, or post office money order payable directly to Lewistown Public Schools.
- **3.3** Unsuccessful bidders' securities will be returned within thirty (30) days of the contract award. If the successful bidder fails to execute the contract or provide the required performance/payment bonds within the specified timeframe, their bid security will be forfeited to the District as liquidated damages.

4. PREPARATION AND SUBMISSION OF BIDS

- **4.1** All bids must be submitted on a **lump-sum basis** using the official Bid Form provided by the District. Segregated bids or partial bids will be rejected automatically.
- **4.2** Bids must be sealed in an envelope clearly marked on the outside with:
 - o *Bidder's Name and Address*
 - o *Project Title: Highland Park Playground Remodel*
 - o *Project Number: LPS26_HPPLAY*
- **4.3** Hand-delivered or mailed bids must reach the destination below no later than **June 29, 2026 at 2:00 PM Local Time**:

School District No. 1 Central Office

Attn: Rebekah Rhoades

215 7th Avenue South

Lewistown, MT 59457

- **4.4** Telegraphic, telephonic, faxed, or electronic (email) bids will **not** be accepted. Bids received after 2:00 PM will be marked late and returned unopened.

5. WITHDRAWAL OR MODIFICATION OF BIDS

- **5.1** A bidder may modify or withdraw their bid by formal written request received by the District prior to the exact time set for bid opening.
- **5.2** No bidder may withdraw, modify, or cancel their bid for a period of **thirty (30) days** after the actual date of the opening thereof, except as otherwise permitted by law.

6. CONTRACT REQUISITES & STATUTORY TAXES

- **6.1 Montana Gross Receipts Tax:** The successful contractor will be subject to the 1% Montana Gross Receipts Tax on public contracts per **MCA § 15-50-205**. The District will withhold 1% of all progress payments and remit it directly to the Montana Department of Revenue unless a valid exemption certificate is presented.
- **6.2 Montana Prevailing Wage:** The contractor and all subcontractors must pay the standard prevailing rate of wages, including fringe benefits, for heavy and highway construction or building construction personnel as determined by the Montana Department of Labor and Industry (**MCA § 18-2-401** et seq.). Current wage schedules must be posted clearly at the job site.
- **6.3 Performance and Payment Bonds:** Per **MCA § 18-2-201**, the successful bidder must furnish a Performance Bond and a separate Labor and Material Payment Bond, each in the amount of **one hundred percent (100%)** of the contract sum. Bonds must be executed by a surety company licensed to do business in Montana and delivered to the District within ten (10) calendar days of notice of award.

7. CONSTRUCTION TIMELINE & LIQUIDATED DAMAGES

- **7.1** Construction work may begin immediately upon receipt of the formal Notice to Proceed and the complete execution of the contract.
- **7.2 Coordination:** Work taking place while school operations or district-sponsored summer programs are active must be tightly coordinated with the District administration to ensure student safety, clear emergency exits, and minimal noise disruption during critical hours.
- **7.3 Substantial Completion:** All playground structures, site surfaces, and safety grading must be fully completed and ready for inspection no later than **December 1, 2026**. Failure to complete the work on time may result in the assessment of liquidated damages as specified in the final contract.

8. OWNER’S RIGHT TO REJECT BIDS

- The District explicitly reserves the right to reject any or all bids, to waive minor informalities or technical irregularities in any bid received, and to accept the bid deemed most advantageous and in the best interests of Lewistown Public Schools.

LEWISTOWN PUBLIC SCHOOLS

Lewistown, Montana

BOARD AGENDA ITEM

#24

MEETING DATE: June 8, 2026

ITEM TITLE: FERGUS HIGH SCHOOL RETIREMENT FUND BUDGET
AMENDMENT

PREPARED BY: Brad Moore, Superintendent

SUMMARY:

Due to an unforeseen number of retirements in the high school district, the Board of Trustees needs to proclaim the need to approve a Retirement Fund Budget Amendment. The requested amendment is to allow the District to use reserves to pay for the unexpected shortfall, which will likely be around \$10,000, but am requesting \$20,000 in case it is needed. The proclamation will be advertised in the local newspaper and a resolution will be recommended for approval at a Special Board Meeting at the end of June, preferably Monday, June 29, 2026. The date for this special meeting will need to be recorded in the motion and advertised.

☒ ADDITIONAL INFORMATION ATTACHED

NOTES:

**BUDGET AMENDMENT PROCLAMATION
SCHOOL DISTRICT #1 OF FERGUS COUNTY
FERGUS HIGH SCHOOL**

At a regular meeting of the board of trustees of School District No 1, Fergus County, Montana, held June 8, 2026 in the Lincoln Board Room, the following resolution was introduced.

WHEREAS, the trustees of School District No. 1, Fergus County, Montana, have made a determination that as a result of unforeseen circumstances, the district's budget for the High School Retirement Fund does not provide sufficient financing to properly maintain and support the district for the entire current school fiscal year; and

WHEREAS, the trustees have determined that an amendment to the High School Retirement Fund budget in the amount of \$20,000 is necessary under the provision of Section 20-9-161(6), MCA; for the purpose of meeting the financial needs of the District and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the High School Retirement Fund reserve;

THEREFORE BE IT RESOLVED that the Board of Trustees of School District No.1, Fergus County, Montana, proclaims a need for an amendment to the High School Retirement Fund budget for fiscal year 2026 in the amount of \$20,000 under Section 20-9-161 (6), MCA, for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of School District No. 1, Fergus County, Montana, will meet at 5:30 p.m. in the Lincoln Board Room on June 29, 2026 for the purpose of considering and adopting the budget amendment.

LEWISTOWN PUBLIC SCHOOLS

2025-2026 SCHOOL CALENDAR

AUGUST 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2026						
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 2026						
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 15

August 18-19

October 16-17

Oct 27-30, Nov 3-6

March 23-27

May 11

New Staff Orientation

All Staff Orientation/PIR

Staff Development Days

Teachers Convention (Missoula)

Parent-Teacher Conferences

Schedules vary by school

PIR Nov 7

Parent-Teacher Conferences

Schedules vary by school

Full school days for students

PIR Day

HOLIDAYS & VACATIONS

No School for Teachers or Students

September 1

November 26-28

Dec 22 - Jan 2

February 27

March 13

April 2-6

May 25

Labor Day

Thanksgiving Vacation

Winter Break

Vacation Day

Vacation Day

Easter Vacation

Memorial Day

New Teacher Orientation

First/Last Day of School

K-3 First Day

K-8 Quarter Ends

K-8 Qtr Mid-Term

K-8 Semester Ends

Early Out (1:30 pm)

PIR Day

No School (Day Off/No School)

Paid Holiday (Day Off/No School)

Flex Day (No School for Students)

FHS Quarter Ends

FHS Qtr Mid-Term

FHS Semester Ends

FHS Graduation

PT Conferences

PUPIL INSTRUCTION (INCLUDING FLEX DAYS)	First Semester				91 days	Second Semester				88 days
	FIRST QUARTER				DAYS	THIRD QUARTER				DAYS
	First Week	Aug 20	to	Aug 22	3	First Week	Jan 19	to	Jan 23	5
	Second Week	Aug 25	to	Aug 29	5	Second Week	Jan 26	to	Jan 30	5
	Third Week	Sept 2	to	Sept 5	4	Third Week	Feb 2	to	Feb 6	5
	Fourth Week	Sept 8	to	Sept 12	5	Fourth Week	Feb 9	to	Feb 13	5
	Fifth Week	Sept 15	to	Sept 19	5	Fifth Week	Feb 16	to	Feb 20	5
	Sixth Week	Sept 22	to	Sept 26	5	Sixth Week	Feb 23	to	Feb 26	4
	Seventh Week	Sept 29	to	Oct 3	5	Seventh Week	March 2	to	March 6	5
	Eighth Week	Oct 6	to	Oct 10	5	Eighth Week	March 9	to	March 12	4
					3	Ninth Week				5
					5					43
					45					
	SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
	First Week	Oct 27	to	Oct 31	5	First Week	March 23	to	March 27	5
	Second Week	Nov 3	to	Nov 6	4	Second Week	March 30	to	April 1	3
	Third Week	Nov 10	to	Nov 14	5	Third Week	April 7	to	April 10	4
	Fourth Week	Nov 17	to	Nov 21	5	Fourth Week	April 13	to	April 17	5
	Fifth Week	Nov 24	to	Nov 25	2	Fifth Week	April 20	to	April 24	5
	Sixth Week	Dec 1	to	Dec 5	5	Sixth Week	April 27	to	May 1	5
	Seventh Week	Dec 8	to	Dec 12	5	Seventh Week	May 4	to	May 8	5
	Eighth Week	Dec 15	to	Dec 19	5	Eighth Week	May 12	to	May 15	4
	Ninth Week	Jan 5	to	Jan 9	5	Ninth Week	May 18	to	May 22	5
					5	Tenth Week				4
					46					45
										Total Days 179

PUPIL INSTRUCTION-RELATED DAYS (PIR)	August 15	New Staff Orientation	
	August 18-19	All Staff Orientation/PIR	2.0
	October 16-17	Staff Development Days <i>Teachers Convention</i>	2.0
	Oct 27-30, Nov. 3-6	Parent-Teacher Conferences <i>Schedules vary by school PIR Nov. 7</i>	1.5
	March 23-27	Parent-Teacher Conferences <i>Schedules vary by school Full school days for students</i>	.5
	May 11	PIR Day	1.0
		Floating PIR Day	<u>1.0</u>
			8.0
HOLIDAYS & VACATIONS	Dates Inclusive		
	September 1	Labor Day	
	November 26-28	Thanksgiving Vacation	
	Dec 22-Jan 2	Winter Break	
	February 27	Vacation Day	
	March 13	Vacation Day	
	April 2-6	Easter Vacation	
	May 25	Memorial Day	
	July 3	Vacation Day (12-mo employees)	

PUPIL INSTRUCTION (INCLUDING FLEX DAYS)	First Semester				81 days	Second Semester				98 days
	FIRST QUARTER				DAYS	THIRD QUARTER				DAYS
	First Week	Aug 20	to	Aug 22	3	First Week	Jan 5	to	Jan 9	5
	Second Week	Aug 25	to	Aug 29	5	Second Week	Jan 12	to	Jan 16	5
	Third Week	Sept 2	to	Sept 5	4	Third Week	Jan 19	to	Jan 23	5
	Fourth Week	Sept 8	to	Sept 12	5	Fourth Week	Jan 26	to	Jan 30	5
	Fifth Week	Sept 15	to	Sept 19	5	Fifth Week	Feb 2	to	Feb 6	5
	Sixth Week	Sept 22	to	Sept 26	5	Sixth Week	Feb 9	to	Feb 13	5
	Seventh Week	Sept 29	to	Oct 3	5	Seventh Week	Feb 16	to	Feb 20	5
	Eighth Week	Oct 6	to	Oct 10	5	Eighth Week	Feb 23	to	Feb 26	4
					3	Ninth Week	March 2	to	March 6	5
					40	Tenth Week	March 9	to	March 12	4
										48
	SECOND QUARTER				DAYS	FOURTH QUARTER				DAYS
	First Week	Oct 20	to	Oct 24	5	First Week	March 16	to	March 20	5
	Second Week	Oct 27	to	Oct 31	5	Second Week	March 23	to	March 27	5
	Third Week	Nov 3	to	Nov 6	4	Third Week	March 30	to	April 1	3
	Fourth Week	Nov 10	to	Nov 14	5	Fourth Week	April 7	to	April 10	4
	Fifth Week	Nov 17	to	Nov 21	5	Fifth Week	April 13	to	April 17	5
	Sixth Week	Nov 24	to	Nov 25	2	Sixth Week	April 20	to	April 24	5
	Seventh Week	Dec 1	to	Dec 5	5	Seventh Week	April 27	to	May 1	5
	Eighth Week	Dec 8	to	Dec 12	5	Eighth Week	May 4	to	May 8	5
	Ninth Week	Dec 15	to	Dec 19	5	Ninth Week	May 12	to	May 15	4
					41	Tenth Week	May 18	to	May 22	5
						Eleventh Week	May 26	to	May 29	4
										50
						Total Days				179

PUPIL INSTRUCTION-RELATED DAYS (PIR)	August 15	New Staff Orientation	
	August 18-19	All Staff Orientation/PIR	2.0
	October 16-17	Staff Development Days <i>Teachers Convention</i>	2.0
	Oct 27-30, Nov. 3-6	Parent-Teacher Conferences <i>Schedules vary by school PIR Nov. 7</i>	1.5
	March 23-27	Parent-Teacher Conferences <i>Schedules vary by school Full school days for students</i>	.5
	May 11	PIR Day	1.0
		Floating PIR Day	1.0
			8.0
HOLIDAYS & VACATIONS	Dates Inclusive		
	September 1	Labor Day	
	November 26-28	Thanksgiving Vacation	
	Dec 22-Jan 2	Winter Break	
	February 27	Vacation Day	
	March 13	Vacation Day	
	April 2-6	Easter Vacation	
	May 25	Memorial Day	
	July 3	Vacation Day (12-mo employees)	