

MINUTES OF THE MEETING
EDUCATION COMMITTEE
MONTANA STATE SENATE

February 3, 1977

The eleventh meeting of the Education Committee of the Montana State Senate was called to order on the above date by Chairman, Senator Chet Blaylock in Room 402 of the Capitol Building at 11:00 o'clock A.M.

ROLL CALL: All members of the Committee were present.

CONSIDERATION OF SENATE BILL No. 243: The Chairman called on Senator Terry Murphy, District No. 40, to present his testimony on Senate Bill No. 243.

Senator Murphy stated the purpose of this Bill is to simply repeal the language added to this law two years ago, to put the tenure system back to what it was at that time; to that end, he asked this Committee to reconsider what was done last session by approval of this Bill. He explained the former teacher tenure system briefly, saying the 1975 change puts a burden on the school boards and makes the boards defensive immediately if, after only one year, they must explain in writing why the board does not wish to renew a teacher's contract. He felt it is a serious question and called on Chad Smith to further explain the matter.

Chad Smith, appearing on behalf of the Montana School Boards Association, in support of this Bill, testified that the language asked to be deleted from the present law only relates to the non tenure teachers; that the law did not change the teacher probationary period of three years, but pertains to the period of time during which school districts and teachers observe each other to see if they are suited to one another. The strong reason for going back to the former law being the difficulty for school boards to evaluate completely a person before hiring, without the necessity of stating with particularity any reasons for dismissal after one year. He cited a 1972 U. S. District Court case of Cookson -v- Lewistown relating to the question of property rights in contracts by non tenure teachers. Mr. Smith added that if a school board does give a statement of reasons for not renewing a contract, they can't include anything that would damage that teacher or prevent that teacher from being hired elsewhere because of liable suit connotations. If this law were explicitly enforced, it would make it very difficult for boards to release a teacher without going through an adversary proceedings, resulting in the same system as tunure teachers presently have. School boards should be allowed to do what is best for the entire school.

Chairman Blaylock asked for any further proponents; there being none, he asked for opponents.

Maurice Hickey, representing the Montana Education Association, testified that the real need was to strengthen the 1975 law requiring boards to specifically state valid reasons based on facts rather than on whim to dismiss a teacher, as the intent of the law was never followed; that if these aren't stated with particularity, a teacher won't know if his constitutional rights have been abridged. Mr. Hickey handed out material pertaining to a case at Whitefish, copy of which is attached,

and commented that his department research throughout the State indicated there were many more cases such as this, not just isolated instances.

Lloyd Markell, from the Montana Education Association, opposing the Bill, handed out a packet of cases compiled from throughout the State, orally summarizing the sample cases, and commented these were teachers trying to find out if their rights had been violated; and that the Cookson case referred to by Mr. Smith stated in the absense of any statutory provision a school board was not obligated to provide a statement of dismissal, but there was such a statute now which was being circumvented by the school boards.

The Chairman asked for further opponents; there being none, Senator Murphy was asked for his closing remarks.

Senator Murphy maintained Mr. Markell's testimony reenforced his point that school boards were taking evasive action for their own protection and this present law was working only to the advantage of the poor teachers; that the intent of the law can't be carried out, so, it should be repealed; and if the reasons for non-renewal of contract are detrimental, these are on a teacher's record for life, with the possibility of a suit for defamation of character and probable increase in liability insurance on the school.

The Chair asked for questions by the Committee.

Senator Fasbender questioned Chad Smith about his statement under due process a board not saying anything in a letter that would reflect on a teacher, which Mr. Smith explained that the due process amendment to the Constitution didn't enter into a matter until there was a property right to protect or a teacher's reputation was defamed, and he wouldn't advise a school board to give explicit statements because of the consequences.

Senator Smith commented as a former member of a school board that a teacher is hired in good faith and questioned if one would be relieved of his position without good cause and also the M. E. A's. position regarding teacher placement. Mr. Hickey repeated a few of the sample cases reported to the Committee and replied that when teachers are given good recommendations and qualifications but are still dismissed from a school without explanation, it is a difficult matter to ascertain.

Senator Murray questioned in order to protect a few school boards should be deprived of their discretion and who determines validity of reasons; to which Mr. Hickey replied that they merely wanted the boards to be more explicit on a subjective basis.

Senator Blaylock mentioned that all of us have a duty to improve ourselves and questioned a school board's right to pass on down the line a person unfit for a teaching position.

There was discussion of a particular case involving questionable behavior of a non-tenure teacher and his possible rights and the expectations of a teacher when first hired.

Senator Dunkle said this Bill doesn't specify any type of reason, just says a reason. The problem seems to be between the board and the person who evaluates the teacher, whether it is the principal, superintendent or administrator; it seems the board can decide whether or not the report of the evaluator is good or biased or the board doesn't take into account this opinion at all. As long as it gives a "reason" for termination, it qualifies with the law whether we like it or not, upon which Senator Blaylock commented if that was true, then the evaluator making the recommendation reported should not be there.

There being no further questions, the hearing on Senate Bill No. 243 was closed.

CONSIDERATION OF SENATE BILL No. 256: The Chairman called on Senator Larry Fasbender to present his testimony on Senate Bill No. 256.

Senator Fasbender, explaining the purpose of this Bill said it is to change the date when newly elected trustees on the school board take office so as to allow those presently in that position to complete the work already begun on the school budget and other important school business such as teacher contract negotiations, rather than having these newly elected people come in at such a crucial stage when they don't have the knowledge of the necessary business matters in progress to take charge with proficiency.

The Chairman called for any further proponents.

T. Carl Johnson, on behalf of the Libby School Board, testified in support of the Bill, that negotiations on teachers contracts, organization of summer programs, budget committee meetings, etc, were in full operation at the time these newly elected school board members are now set up to take office; and a transition at this time of year is very disruptive. It would be a definite advantage to the newly elected members if they could work with the present board and become familiar with the board business before taking office.

Chairman Blaylock asked for any further proponents; there being none, he asked for opponents; none appeared. Senator Fasbender declined a closing statement and the hearing was opened for questions.

Senator Warden observed that going through the business of preparing the budget would be beneficial for a new board member.

Senators McCallum, Blaylock and Murray expressed concern regarding the newly elected members not being able to take office immediately if they have been elected for a particular purpose: that if there was a

contested race and a particular matter in contention, that people voted in a certain person to represent them on the matter, then this new person would not be able to take office to carry out the wishes of his people. Senator Fasbender replied that the previously elected persons were also elected for a reason and should be allowed to carry out their duties rather than changing at a crucial time.

Discussion of voters' rights to elect school board members to change policy was held.

There being no further questions, the hearing on Senate Bill No. 256 was closed.

CONSIDERATION OF SENATE BILL No. 188: The Chairman called on Senator Bill Thomas to present his testimony on Senate Bill No. 188.

Senator Thomas explained this Bill would raise the rate and allow reimbursement for two trips to parents who transport their children to school. The rate proposed is raised from \$0.12 to \$0.18 per mile; he stated this was requested by the State Superintendent's office.

Bob Stockton, testifying in support of the Bill as the Transportation Supervisor from the Office of the Superintendent of Public Instruction, further explained that this would change the method of reimbursement from a zone basis to a cents per mile; that most parents make two or more round trips to transport children to school and previously only being reimbursed for one-half and then not in a certain zone around school or bus stop. This would be a more realistic reimbursement and pay only \$0.09 for one round trip. Presently, transportation funds are paid one-third by the State, one-third by the county and one-third by the local district. Cost would be approximately \$100,000.00 by the State, of which \$70,000.00 is equalization money. I think parents are worth paying \$0.18 per mile.

Rod Johnson from School District No. 10, Great Falls, Montana, felt parents have been under paid for transportation of their school children for many years, and in their school district, they have many children being transported by parents; it is more economical for the State to have parents transport than for a district to run a bus route.

Wayne M. Christensen, Cascade County Transportation Committee, from Vaughn, Montana, in support of this Bill, testified that persons living about 4 miles from the school presently get only \$0.50 per trip, which doesn't really pay them to start their car, and rate increase is needed.

Maurice Hickey, representing the Montana Education Association, stated briefly that they support this Bill.

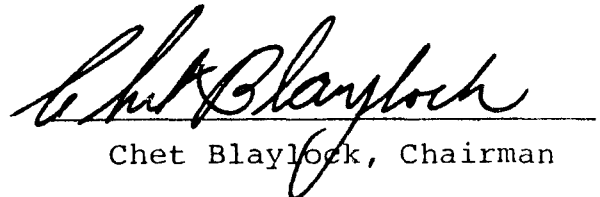
There being no further proponents, and no opponents to the Bill appearing, questions were called for.

Senators Mathers, Blaylock and Warden questioned the estimated increased cost per year and the State's share, to which Mr. Stockton answered his figures were rough, but estimated that \$100,000.00 was needed in State transportation funds (this increased cost to the State), and \$70,000.00 from equalization funds, leaving about \$60,000.00 to be raised at the local school district level, making a total of about \$130,000.00 in all to fund this reimbursement raise.

Mr. Stockton replied to a question raised by Senator McCallum that the local school boards would retain all of their present control over their own transportation system and added that at times, parent transportation is less expensive to the tax payers as it costs about \$1.25 per mile to run a school bus.

ADJOURN:

There being no further business, the meeting was adjourned at 12:45 P.M.



Chet Blaylock, Chairman

DATE FEBURARY 3, 1977

COMMITTEE ON EDUCATION

SENATE BILL NO. 243, 256
and SB No. 188

VISITOR'S REGISTER

[illegible]

MR. CHAD SMITH

Bill No. ~~7~~ S73243

ADDRESS

Date 2-3-77

WHOM DO YOU REPRESENT? MSBA

SUPPORT ☒

OPPOSE

AMEND

PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments

NAME: Maurice K. Key DATE: _____

ADDRESS: 1232 E 6th Ave

PHONE: 442-4250

REPRESENTING WHOM? Mont. Ed. Association

APPEARING ON WHICH PROPOSAL: SB 243

DO YOU: SUPPORT? AMEND? OPPOSE? ✓

COMMENTS: _____

[illegible]

NAME: Earl Johnson DATE: 2-3-77

DATE: 2-3-77

ADDRESS: 801 1/2 Stuart Melrose

PHONE: 442-4573

REPRESENTING WHOM? Lilly School Board

APPEARING ON WHICH PROPOSAL: 256

DO YOU: SUPPORT? ☒

AMEND?

OPPOSE?

COMMENTS:

NAME: Robert W. Stoltz DATE: 2/2/77

ADDRESS: OSPI

PHONE: 449-3167

REPRESENTING WHOM? OSPI

APPEARING ON WHICH PROPOSAL: SB 188

DO YOU: SUPPORT? X AMEND? _____ OPPOSE? _____

COMMENTS: _____

NAME: Walter J. Freshner DATE: 2/3/77

ADDRESS: Washington, D.C.

PHONE: 968-3276

REPRESENTING WHOM? Seaside County Transportation Committee

APPEARING ON WHICH PROPOSAL: 212788

DO YOU: SUPPORT? 1 AMEND? _____ OPPOSE? _____

COMMENTS: _____

Paul Johnson

DATE: 2-3-77

3104 Fox Farm Road, Great Falls

161-5381

Great Falls Public School

SB 188

SUPPORT?

X

NAME: Maurice J. Whiskey DATE: 2/3/77

ADDRESS: 1250 E. 6th Ave

PHONE: 442-11250

REPRESENTING WHOM? Mont. Ed. Ass'n

APPEARING ON WHICH PROPOSAL: 188

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☐

COMMENTS: _____

TO: The Honorable W. Gordon McOmber
President of the Senate

FROM: Senator Chet Blaylock
Education Committee Chairman

RE: Senate Bill No. 188 Fiscal Note

As Chairman of the Education Committee of the Senate, I
hereby request a fiscal note be prepared for Senate Bill No. 188
introduced by Senator Bill Thomas.

Dated this 3rd day of February, 1977.

Chet Blaylock
Chairman

Delivered: 2-3-77

Fairview CONSOLIDATED Schools

EDWARD W. AGRE
Board Chairman

ETHEL HAWLEY
Clerk

DISTRICTS 13 (Elem.) and 3 (H.S.), RICHLAND COUNTY

P.O. Box 467

RECEIVED APR 6 1976

Chris Mattocks—Superintendent

ORDON GUMKE
Elementary Principal

KENNETH G. AVISON
High School Principal

FAIRVIEW, MONTANA 59221
406-747-5265

March 29, 1976

Mr.
Fairview, Mt. 59221

Dear Mr. :

It was the unanimous decision of the Board of Trustees of the Fairview Consolidated Schools to terminate your services as a teacher in this system so that a more qualified person can be found for this position.

I trust that this answers your letter of inquiry of March 24, 1976.

BOARD OF TRUSTEES OF
SCHOOL DISTRICTS 13 and 3

By: Edward W. Agre
Edward W. Agre, Chairman

ATTEST:

Ethel C. Hawley
Ethel C. Hawley, Clerk

WARD A. FIFIELD
District Superintendent
WILLIAM T. DANIELS
High School Principal
GERALD F. HOPKINS
Elementary Principal
RIVEN F. STOHL
Clerk

Nashua Public Schools

VALLEY COUNTY SCHOOL DISTRICT 13

Phone 745-3411

NASHUA, MONTANA 59248

SCHOOL BOARD:

PAUL WEINMEISTER
Chairman

IVAN W. BRANDT

JOHN DORSEY

JOHN FRIESEN

KERRIT VISTE

Members

March 30, 1976

Nashua, Montana

Dear :

In response to your letter of March 20, 1976 requesting written reasons for non-renewal of your contract. The reason is as follows:

The board feels that they are able to hire a better teacher for the amount of money involved.

Your name will be placed on the next Board of Trustees meeting, 8:00 p.m. on April 14, 1976 as per your request.

Respectfully,

Kerrit Viste

Kerrit Viste
Vice Chairman
Board of Trustees

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

April 14, 1976

Box
Frazer, Montana 59225

Mr. ;

Your contract with the Frazer School District was not renewed because the Trustees feel that they can find a better teacher to take your place.

Sincerely,

A handwritten signature in cursive script that reads "Penny Youngquist".

Penny Youngquist
Clerk of the Board

April 15, 1976

Principal/Superintendent
Frazer Public Schools
Frazer, Montana 59225

Sir:

The Association hereby lodges a formal grievance on behalf of Mr. [redacted] contractual rights under Article VII of the master contract were violated when the Trustees of Districts 2 and 2B failed to renew his teaching contract for the 1976-1977 school year.

Mr. [redacted] written evaluations reveal that he received 24 outstanding ratings, 2 satisfactory ratings, and no unsatisfactory ratings on his final evaluation. Given these ratings it is difficult to see how Mr. [redacted] non-renewal can be justified on the basis of his professional performance.

Also, at no time during the course of the school year, was any event or situation that could possibly be cited as a reason for non-renewal of contract ever brought to his attention.

Therefore it is respectfully requested that the Trustees of Districts 2 and 2B reconsider their non-renewal of Mr. [redacted] contract and reinstate him for the 1976-1977 school year.

Sincerely,

Tom Gigstad
FEA President

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

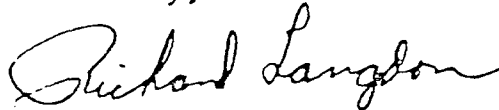
April 19, 1976

Frazer, Montana 59225

Sir:

We the undersigned acknowledge that according to the ratings that were given to you by the Administration are above average. But upon evaluating completely, and in following school law, the Board felt in the best interest of the Frazer education, that we can hire a better teacher.

Sincerely,



Richard Langdon

Superintendent



Julien J. Laisnez

Principal

April 26, 1976

Board of Trustees
School Districts 2 and 2B
C/O Superintendent
Frazer Public Schools
Frazer, Montana 59225

Sir:

I hereby request a formal Board hearing concerning the non-renewal of my teaching contract for the 1976-1977 school year. Should this request be granted, I further request that I be supplied, no later than 48 hours prior to the hearing, with a written outline of the specific reason/s upon which the Board based its decision not to renew my contract.

Sincerely,

April 28, 1976

Principal/Superintendent
Frazer Public Schools
Frazer, Montana 59225

Sir:

The Association hereby lodges a formal grievance on behalf of . Mrs. contractual rights under Article VII of the master contract were violated when the Trustees of Districts 2 and 2B failed to renew her teaching contract for the 1976-1977 school year.

Mrs. written evaluation reveal that she received 11 outstanding ratings, 13 satisfactory ratings and one unsatisfactory ratings on her final evaluation. Given these ratings it is difficult to see how Mrs. non-renewal can be justified on the basis of her professional performance.

Also, at no time during the course of the school year, was any event or situation that could possibly be cited as a reason for non-renewal of contract ever brought to her attention.

Therefore it is respectfully requested that the Trustees of Districts 2 and 2B reconsider their non-renewal of Mrs. contract and reinstate her for the 1976-1977 school year.

Sincerely,

Tom Gigstad
FEA President

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

May 4, 1976

F.E.A.

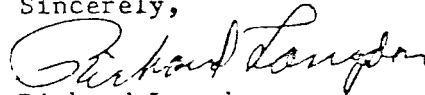
Frazer,

Montana 59225

Sir:

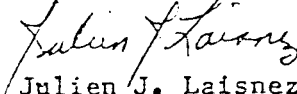
We the undersigned acknowledge that according to the ratings that were given to Mrs. and Mr. by the Administration are above average. But upon complete evaluating, and in following School Law, the Board felt in best interest of the Frazer Education, that we can hire two better teachers.

Sincerely,



Richard Langdon

Superintendent



Julien J. Laisnez

Principal

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

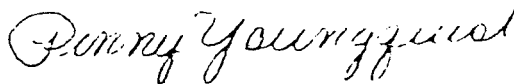
April 14, 1976

Box
Frazer, Montana 59225

Mrs. ,

Your contract with the Frazer School District was not renewed
because the Trustees feel that they can find a better teacher
to take your place.

Sincerely,



Penny Youngquist
Clerk of the Board

April 26, 1976

Principal/Superintendent
Frazer Public Schools
Frazer, Montana 59225

Sir:

The Association hereby lodges a formal grievance on behalf of . Mrs. contractual rights under Article VII of the master contract were violated when the Trustees of Districts 2 and 2B failed to renew her teaching contract for the 1976-1977 school year.

Mrs. written evaluations reveal that she received 23 outstanding ratings, 2 satisfactory ratings, and no unsatisfactory ratings on his final evaluation. Given these ratings it is difficult to see how Mrs. non-renewal can be justified on the basis of her professional performance.

Also, at no time during the course of the school year, was any event or situation that could possibly be cited as a reason for non-renewal of contract ever brought to his attention.

Therefore it is respectfully requested that the Trustees of District 2 and 2B reconsider their non-renewal of Mrs. contract and reinstate her for the 1976-1977 school year.

Sincerely,

Tom Gigstad
FEA President

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

April 30, 1976

F.E.A.

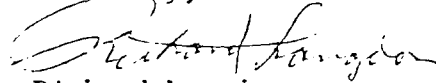
Frazer,

Montana 59225

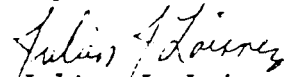
Sir:

We the undersigned acknowledge that according to the ratings that were given to Mrs. by the Administration are above average. But upon complete evaluating, and in following school law, the Board felt in the best interest of the Frazer education, that we can hire a better teacher.

Sincerely,


Richard Langdon

Superintendent


Julien J. Laisnez

Principal

pey/RSL/JJL

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

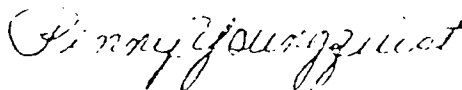
April 14, 1976

Box
Frazer, Montana 59225

Mr. ;

Your contract with the Frazer School District was not renewed
because the Trustees feel that they can find a better teacher
to take your place.

Sincerely,



Penny Youngquist
Clerk of the Board

April 28, 1976

Principal/Superintendent
Frazer Public Schools
Frazer, Montana 59225

Sir:

The Association hereby lodges a formal grievance on behalf of . Mr. contractual rights under Article VII of the master contract were violated when the Trustees of Districts 2 and 2B failed to renew his teaching contract for the 1976-1977 school year.

Mr. written evaluations reveal that he received 9 outstanding ratings, 15 satisfactory ratings, and no unsatisfactory ratings on his final evaluation. Given these ratings it is difficult to see how Mr. non-renewal can be justified on the basis of his professional performance.

Also, at no time during the course of the school year, was any event or situation that could possibly be cited as a reason for non-renewal of contract ever brought to his attention.

Therefore it is respectfully requested that the Trustees of Districts 2 and 2B reconsider their non-renewal of Mr. contract and reinstate him for the 1976-1977 school year.

Sincerely,

Tom Gigstad
FEA President

FRAZER PUBLIC SCHOOLS

FRAZER, MONTANA 59225

SCHOOL DISTRICT NO. TWO

VALLEY COUNTY

May 4, 1976

F.E.A.

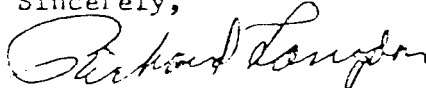
Frazer,

Montana 59225

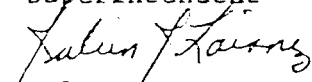
Sir:

We the undersigned acknowledge that according to the ratings that were given to Mrs. and Mr. by the Administration are above average. But upon complete evaluating, and in following School Law, the Board felt in best interest of the Frazer Education, that we can hire two better teachers.

Sincerely,


Richard Langdon

Superintendent


Julien J. Laisnez

Principal

Re: Mr.

January 3, 1976

is doing ~~excellent~~ in all areas of teaching this year. His relations with the staff are excellent. relates well with students in his classes and is concerned with the instruction they receive.

To date is doing an excellent coaching job. His enthusiasm for the basketball program is certainly an asset to the school. It is very commendable that took the initiative in filling the coaching void on the girls junior high basketball team. He spent many hours of his own time in working with the girls to organize a team effort. I do feel Mike has been a bit too defensive with me regarding coaching but I also believe time will relieve this situation.

I am hoping and I will have more time to work on administrative duties together during the second semester. would make an excellent administrator if he decided to go in that direction.

is very considerate of newer teachers and is good about helping them when asked. He supports school functions and activities whenever possible and has given much of his "family time" in doing this.

In organizing activities and attending to details is very conscientious and thorough. He keeps me informed and looks ahead to possible problems in scheduling.

like to work with young people and has a natural ability in this category. His personality and teaching experience make him a definite asset to the school program and community.

Suggestion: The health education taught in high school physical education needs improvement. A certain amount of time should be set aside for this.

Richard Hughes, High School Principal

Saco Public Schools
Saco, Montana

SACO PUBLIC SCHOOLS

MEMBER OF THE NORTHWEST ASSOCIATION

DISTRICT NO. 12

PHILLIPS COUNTY

Saco, Montana 59261

A. W. Unterseher
SUPERINTENDENT

February 19, 1975

Mr. Howard Pippin, Chairman
Saco Public Schools
Saco, Montana

Dear Mr. Pippin:

I would like at this time to present a summary of evaluation regarding
Mr. , Physical Education and Commercial Instructor.

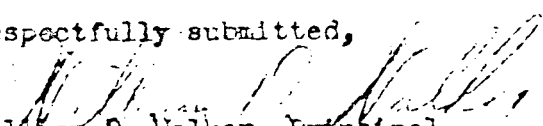
Mr. strengths genuinely lie in the field of Business Education.
In his Bookkeeping and Business Law classes he displays a great deal of
expertise in his subject areas and an excellent rapport with his students.
From my observations, students in Mr. commercial classes show an
interest that is surprising, owing to the often tedious aspects of the
course of study. I commend Mr. on the progress he is making.

I feel the High School Physical Education program is being developed to
its full potential. The program is diversified as regards developmental
exercises and games. Students thus far have been given the opportunity
to participate in Softball, Baseball, Volleyball, Badminton, Soccer,
Field Hockey, Kick Ball, Trampoline, Flag Football, and Basketball thus
far this year. Mr. has excellent rapport with his students and
they seem to genuinely enjoy P.E.

At the beginning of the year, I asked both Physical Education teachers
to develop and implement a Health Education program for grades 1-12. As
yet this has not been done.

Mr. is a pleasant and cooperative person. He is very professional
in his manner and is a willing worker. I would particularly commend
Mr. high, positive regard for all students. I am pleased to
recommend Mr. be offered a second contract with the Saco Public
Schools.

Respectfully submitted,


William D. Walker, Principal

Teacher signature: I understand my signature only verifies I have read the
contents of this letter and in no way implies my agreement or disagreement.

Teacher

SACO PUBLIC SCHOOLS

MEMBER OF THE NORTHWEST ASSOCIATION

DISTRICT No. 12

PHILLIPS COUNTY

OFFICE OF THE
SUPERINTENDENT

SACO, MONTANA

March 8, 1976

Saco Public Schools
Saco, Montana 59261

Dear Mr. :

You are hereby notified that your present teaching contract with the Saco Public Schools, School District Number 12, will not be renewed and you have not been re-elected to teach for the school year 1976-1977 and your services will be terminated at the end of the school year 1975-1976. Attached hereto is a copy of Section 75-6105, Revised Codes of Montana, which provides that you may make written request for written statement declaring the reason or reasons for your termination of employment within ten (10) days after receipt of this notice.

Board of Trustees of Saco Public Schools
School District Number 12

By:

Howard Pippin
Howard Pippin, Chairman

Attest:

Robert P. Breipohl
Robert P. Breipohl, Clerk

March 10, 1976

Saco, Montana

Mr. Howard Pippin:

I am writing in response to the letter I received on March 9, 1976 informing me of my dismissal from Saco High School teaching staff. Under Montana Law 75-6501.1, I am entitled to written reasons as to why this decision has been made. Therefore, I am requesting these reasons.

Thank You,

SACO PUBLIC SCHOOLS

MEMBER OF THE NORTHWEST ASSOCIATION

DISTRICT NO. 12

PHILLIPS COUNTY

OFFICE OF THE
SUPERINTENDENT

SACO, MONTANA

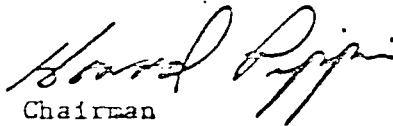
March 17, 1976

Mr.
School District No. 12
Saco, Montana 59261

Mr. :

In response to your request for a reason why your contract will not be renewed for the 1976-77 school year, it is the opinion of the Board of Trustees that another teacher may be obtained who can do a better job than you.

Sincerely,



Chairman
Board of Trustees
District No. 12
Saco, Montana

ATTEST:


Clerk

Montana State Employment Service Employment Security Division

TEACHER PLACEMENT SECTION
P. O. Box 1728
Helena, Montana

ESTIMATE OF APPLICANT'S QUALIFICATIONS

Name _____
(Last) (First) (Middle)

PLEASE USE BLACK INK OR BLACK RIBBON ONLY	Not Observed	Below Average	Average	Good	Superior
Personal Appearance					X
Health & Vitality					X
Voice, Speaking					X
Personality (Job Related Basis)					X
Community Interest				X	
Interest in School Activities					X
Knowledge of Field or Subject				X	
Attention & Response of Pupils					X
Relationship with Staff & Pupils					X
Sense of Responsibility					X
Success in Improving System or Subject Area(s)					X
Accomplishment of Aims				X	
Moral Influence				X	
Cooperation with School Hiring Officials					X
Professional Enthusiasm					X

COMMENTS: Mr. _____ has been head basketball and track coach under my supervision. He also taught P.E., Health and Business Courses. He has always been willing to spend any amount of extra time necessary to do what needs to be done.

Would you hire this person? Yes

Signature Robert H. Michael Position Superintendent
Date April 8, 1976 Address Saco School, Saco, ME

EFFECTIVE NOVEMBER 19, 1974, ALL MATERIAL SUBMITTED FOR INCLUSION IN A TEACHER'S FILE, AFTER THAT DATE, WILL NOT BE CONSIDERED CONFIDENTIAL INFORMATION AND WILL BE OPEN FOR INSPECTION BY THE TEACHER INVOLVED.

SCHOOL DISTRICT NO. 87

ROCKY BOY ROUTE
BOX ELDER, MONTANA 59521



April 14, 1976

Mr.

Havre, Montana 59501

Dear Mr. :

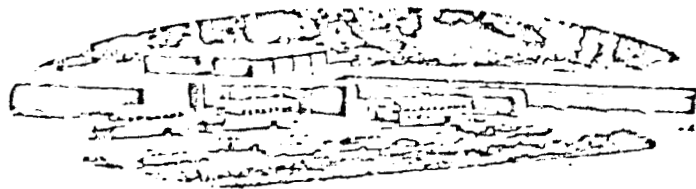
Your services for the coming 1976-77 school term will no longer
be required. Thank you for your past efforts.

Sincerely,

Dorothy Small, Chairperson
Board of Trustees School Dist. #87

SCHOOL DISTRICT NO. 87

ROCKY BOY ROUTE
BOX ELDER, MONTANA 59521



April 26, 1976

Mr.

Havre, Montana 59501

Dear Mr. :

The reason for non-renewal of your non-tenure teaching contract with School District #87 is the Board of Trustees feel that they can recruit and hire a better qualified teacher.

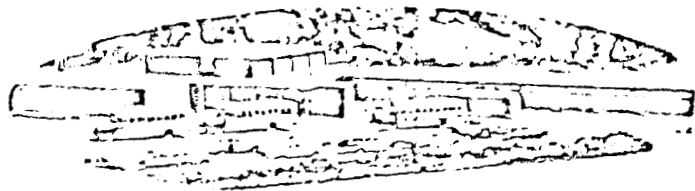
Sincerely,

Leona Mitchell, Chairperson
Board of Trustees School Dist. #87

cc: Mr. Gerald J. Gray, Superintendent

SCHOOL DISTRICT NO. 87

ROCKY BOY ROUTE
BOX ELDER, MONTANA 59521



April 26, 1976

Mr.

Havre, Montana 59501

Dear Mr. ;

Your request for a hearing before the Board of Trustees of School District #87 in regards to the non-renewal of your non-tenure teacher contract has been reviewed by the Board of Trustees at a special meeting held on Monday, April 26, 1976 and has been denied.

Sincerely,

Leona Mitchell

Leona Mitchell, Chairperson
Board of Trustees School Dist. #87

cc: Mr. Gerald J. Gray, Superintendent

School District No. 45

AUGUSTA, MONTANA

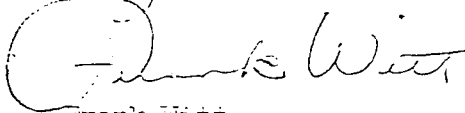
April 19, 1976

Miss
Augusta
Montana 59410

Dear Miss :

In reply to your letter of April 10 requesting a written reason for your non-renewal of contract, the Board of Trustees of School District No. 45 feel that they can acquire a better teacher.

Sincerely,

A handwritten signature in cursive script that reads "Frank Witt". The signature is written in dark ink and is positioned above the printed name and title.

Frank Witt
Chairman

Missoula , Montana

59101

April 19 , 1976

Patricia Rowley
Chairperson
Lolo School Board
1212 Lakeside Dr.
Lolo , Montana
59847

Dear Mrs. Rowley:

I have received a written "explanation" from the school board for my dismissal. I do not feel that "the board feels that a better teacher can be found to fill your position" is a sufficient reason.

I would like to request a formal hearing with the board to discuss the nonrenewal of my contract.

Please contact me concerning this matter.

Sincerely,

On Monday, March 22, while visiting with John Smith about a class he suggested I take at the University during spring quarter, I was told by him that Johnathun^(print) recommended that I not be given my contract for the 76-77 school year. I asked John why and he said, "Ask Johnathun. It was his recommendation".

At 4:30 p.m. I went to Johnathun's home and asked him why he had recommended that I not be rehired for the next year. After thinking for several minutes, he told me because he felt that I was "out to get the kids" rather than help them. We also discussed the idea of a conflict with my teaching and counseling responsibilities as maybe creating a disciplinarian rather than a counselor. John Smith has said on two occasions that counseling and teaching can't be mixed and still do an effective job in both. Johnathun told me at that time that John was the one that was insistent on my not being rehired.

While discussing Johnathun's reasons for not recommending my return, it was said that "sometimes I did things not in the best interest of the students"; he continued by saying that I spend alot of time after school, other than my school meetings, with MEA. He then said that in his opinion, the teachers' contract that we wrote is not in the best interest of the students.

At no time during the past few months of this school term has Johnathun or John ever indicated that I was doing anything but a favorable job. In January I asked Johnathun for an evaluation so I could update my credentials at the University. He refused, saying he "wouldn't feel comfortable giving me or anyone else an evaluation because of the circumstances revolving around the classroom evaluations". He added that he could, however, give me a positive evaluation if he was to give me one. I mentioned to John that Johnathun declined to give me an evaluation, so John said he would be happy to do so and subsequently did.

A few weeks later I mentioned to John that I would be applying for a fellowship to work on a doctorate in Vocational Education. He said he would like to

copy for the
letter of
recomm to
doctorate college

Give me another more specific letter of recommendation, which was sent to Helena
on my behalf. I was at that time sufficiently reinforced to feel that I was
apparently pleasing both John and Johnathun with my performance here at Lolo.

When John first mentioned that I would not be recommended for rehire, I
had just asked him about the course at the University that he suggested I
take winter quarter, and since the class was full, suggested I take it spring
quarter from 8:00 to 9:00 a.m. He told me later that I should be sure to remind
the instructor to save a spot in the class for me. John and Johnathun have now
stated that they will recommend that I not be allowed to take the course. Since
I was told that I can take the class and have already made arrangements with the
University, I would like to be allowed to do so. Also, for my growth and develop-
ment as a counselor, I would hope that there is some relevant reason why I am
not being recommended for rehiring and would like to have those reasons explained
to me.

LOLO PUBLIC SCHOOL
DISTRICT NO. 7
LOLO, MONTANA

February 20, 1976

TO: Dr. Bill Nelson, Director Vocational Skills
Office of the Superintendent of Public Instruction
State Capitol
Helena, Mont.

Dear Dr. Nelson:

I am writing this letter to support Mr.
application for participation in the Vocational-Technical
Leadership Development Program.

Mr. is the Guidance Counselor for our school
system. At Lolo School, he has consistently demonstrated
a profound concern for the development of programs in the
area of career education and the world of work.

is an ambitious man of high ideals and dedication
to the task. In my opinion he has the capacity to benefit
greatly from advanced academic work. I also firmly believe
that he will use this increased academic background to make
a significant contribution to his area of endeavor.

I can heartily recommend Mr. for participation
in the Vocational-Technical Leadership Development Program.

Sincerely,

John K. Smith
Superintendent

March 30, 1976

Chairman, Board of Trustees
Lolo School District #7
Lolo, Montana 59847

Mr. Lemm:

On Monday March 29th I received notice by way of a certified letter that I would not receive a contract for the 1976-77 school year.

Please furnish me in writing the specific reasons for the denial of my contract for next year. At no time during the school year have I received an evaluation from either John Smith or Johnathon Pearson other than two letters of recommendations from John Smith which I requested. There has been nothing said, written or implied that would even remotely hint at my not receiving a contract or even suggest dissatisfaction with my performance. To enable me to grow and improve as a counselor I feel it necessary to know what conditions or actions afforded the decision.

Thank you.

Counselor/Teacher

LOLO PUBLIC SCHOOL
DISTRICT NO. 7
LOLO, MONTANA

March 31, 1976


Lolo, Montana 59847

Dear Mr. ,

The Board of Trustees decided not to offer you a contract for the
1976-77 School Year for the following reason:

The Board feels that a better teacher can be found to
fill your position.

Dated this 31 of March 1976


Chairman
Lolo School Board of Trustees
School District # 7
Missoula County

March 15, 1976

Teacher Evaluation for MR.

School Year 1975-76

COMMENDATIONS:

You may be commended, _____, for:

1. Your concern for and overall planning and implementation of a complete Industrial Arts program in the Corvallis School.
2. Your concern that all students in the Corvallis School, grades 7-12, have a basic industrial arts and vocational preparation by the time they graduate from high school.
3. For your unique relationship with the students in classes and particularly your ability to get close to and give individual attention to students' needs, both academic and personal.
4. For your unique sense of humor which has been effectively used to motivate students to take responsibility for themselves and for their place in the school system.
5. For your concern for the industrial arts program and particularly the fact that the facilities are inadequate.
6. For your ability to be effective in the instruction of your classes in spite of the fact that space is limited, and equipment and supplies are much less than ideal.
7. For your openness and willingness to discuss ways to improve the program and your teaching. These discussions took place during objective setting conferences held during the year. The objectives which were set resulted in noticeable improvement in your classes and in the program.
8. For your promptness in being in class on time each period (an improvement over last year).
9. For your willingness to give students a chance to prove themselves after they had made a mistake or intentionally violated your policies.

Recommendations for Improvement:

1. That you continue to work on trying to avoid the occurrences of misunderstandings between you and your students due to students misreading your intent.
2. That you always show a willingness to talk to students and discuss their person to person conflict problems with them. That you become more able to show them that you care about them as persons in spite of the fact that you cannot accept some of the things which they do or have done.

Conclusions and Recommendations:

You have been a real asset to our staff this year and have in various important ways kept students, teachers, and administrators on their toes concerning efficient operation of the school during the school year.

Good industrial arts instructors are at a premium and I feel you are well trained and qualified, and have been successful in running your program in spite of some gross limitations.

We the administration will recommend to the Board of Trustees that you be given a contract for the 1976-77 school year.

Donna I. Kinn
Superintendent

David P. Long
Principal

Teacher

I (do) (do not) give my permission to have this information discussed in open session of the Board of Trustees, School District #1, Corvallis School.

I (do) (do not) wish to be present in executive session with the Board of Trustees, School District #1, Corvallis School when this information is discussed.)

Teacher

TO: All Staff

FROM: Jim Kinnet

RE: Regular trustee meeting of April 13, 1976

1. Read and approved minutes and bills.
2. Seated new member Elmer Tintzman and reorganized with Mr. Brown and Mrs. Buck re-elected chairman and vice chairman, respectively.
3. Voted not to offer Mr. _____ a contract. Motion passed unanimously with Mr. Tintzman abstaining and the chairman not voting.
4. Voted to offer Ms. Cathy Eelden and Mrs. Susan Mann contracts for 1976-77.
5. Heard a report on the philosophy and needs of the music programs from Mr. Richard Evans.
6. Voted to purchase the Montana High School Association Athletic Insurance for 1976-77.
7. Heard a report from the negotiations committee and decided to make a counter offer to the proposed structure of the salary schedule.
8. Requested the administration to contact health, safety and fire officials to see which portions of the industrial arts program may be operated next year.
9. Voted to repair the John Deere mower, but try to contract lawn maintenance for the summer.
10. Voted to pay drivers on all-day activity bus trips \$2.50 per hour when not driving.
11. Directed the administration to construct a school calendar using the same format as for the current year (i.e., start prior to Labor Day and dismiss the end of May.)
12. Heard a report by Mr. Long concerning the fifteen day absence rule and agreed to apply it more strictly in the future.
13. Plan to meet April 20 with the architects to discuss the preliminary plans for the new building.
14. Heard a report from the clerk and decided to review applications for that position sometime in the near future.

ALBERTON PUBLIC SCHOOL

Joint School District No. 2

ALBERTON, MONTANA 59820

NOTICE OF TERMINATION AND NON-RENEWAL OF TEACHING CONTRACT FOR NON-TENURE TEACHER

TO: Ms.
Alberton, Montana 59820

You are hereby notified that the Board of Trustees of Joint School District No. 2, Mineral-Missoula Counties, Alberton, Montana, by a majority vote at an official meeting of such board held on the 31st day of March, 1976, has decided that your present teaching contract will not be renewed for the 1976-1977 school year and that your services as a teacher shall be terminated at the end of the 1975-1976 school year.

The reason for the Board's decision is the belief that the Board can hire a replacement teacher who is better able to fulfill the needs of the school's programs in Home Economics and in Business Education.

BY:

Keith A. Nelson
Keith A. Nelson, Chairman
Board of Trustees

ATTEST:

Sherry Gray
Sherry Gray, Clerk
Board of Trustees

4-6-1976
Date

I, hereby certify that this notice was personally delivered by me to the teacher named above.

Deane Luntz
Wayne B. Petersen
Witness

WHITEFISH
PUBLIC SCHOOLS

WHITEFISH MONTANA 59937

March 29, 1976

Mrs. Evelyn J. Keosaian
Box 1212
Whitefish, Montana 59937

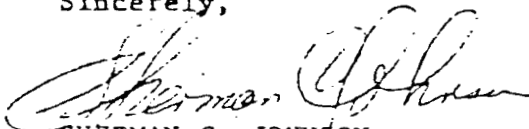
Dear Mrs. Keosaian:

This letter is in reply to your letter dated March 24th, requesting reason for your non-renewal of teaching contract for the year 1976-77.

The reason for non-renewal of contract is that the Board of Trustees feels that in its judgment it could obtain a better teacher.

The School Laws of Montana, section 75-6105.1 R.C.M. does not provide for a hearing.

Sincerely,



SHERMAN C. JOHNSON
Chairman
Board of Trustees
School District 44

ATTEST:


JACK ZERR, Clerk

BEFORE THE SUPERINTENDENT OF PUBLIC INSTRUCTION

OF THE STATE OF MONTANA

IN THE MATTER OF THE APPEAL OF)
)
EVELYN J. KEOSAIAN)

DECISION

Ms. Evelyn J. Keosaian has appealed the decision of the Flathead County Superintendent of Schools who denied consideration of her appeal from the decision of the board of trustees of School District No. 44, Flathead County, to terminate her services.

Ms. Keosaian is a non-tenured teacher. On March 18, 1976, the board of trustees notified her of its intention to terminate her employment at the end of the 1975-76 school year. She asked for a statement of reasons pursuant to Section 75-6105.1; R.C.M. 1947. The board replied, stating ". . . the Board of Trustees feels that in its judgment it could obtain a better teacher."

Ms. Keosaian appealed to the county superintendent of schools but stated no ground or object in the appeal. The county superintendent denied the appeal on the basis that "No provision is made for a hearing of a non-tenure teacher."

In her appeal to this office, Ms. Keosaiian states four issues to be presented. The first is whether the county superintendent must hear the appeal of a non-tenured teacher from a decision of the trustees to terminate that teacher's employment. The second is whether a non-tenured teacher has ". . . available any . . . remedies of appeal. . . of controversies for which a procedure for their resolution is not expressly provided." The third is whether a teacher may challenge by appeal the sufficiency of the reasons given by the trustees to terminate services. The fourth is whether the teacher may attempt to show on appeal that the termination was for constitutionally impermissible reasons.

Section 75-5811, R.C.M. 1947, provides in part:

"The county superintendent shall hear and decide all matters of controversy arising in his county as a result of decisions of the trustees of a district in the county. . . . Furthermore, he shall hear and decide all controversies arising under: . . . (2) any other provision of this title for which a procedure for resolving controversies is not expressly prescribed."

For there to be an appeal, a controversy must exist. While the word "controversy" has not been construed as it appears in this section, in general a controversy arises when "a legal personal right is imperiled or denied." Chovanak v. Matthews, 120 Mont. 520, 188 P. 2d 582 (1948). Thus, for any appeal to be made, some personal and legal right of Ms. Keosaian must have been denied or imperiled by the board of trustees.

It appears that Ms. Keosaian has four rights which might be denied or imperiled. Two of these arise under Section 75-6105.1, R.C.M. 1947. Subsection 1 of that section requires that a notice be given prior to April 15. If such notice is not given, a teacher would be reelected automatically to teach the next school year.

The second subsection requires a statement of the reason or reasons for the termination to be given on request. If a statement were not given, then Ms. Keosaian would be entitled to make an appeal to require a statement.

The other rights arise under the Constitutions of the United States and of Montana. First, if the reasons given for termination of her employment stigmatized her socially or professionally, Ms. Keosaian would be entitled to a hearing before the trustees to challenge the truth of such reasons.

Roth v. Board of Regents, 408 U.S. 564 (1972). Second, if the reason for her termination were a constitutionally impermissible reason, then she would be entitled to show such. Roth, supra; Morrison v. Cascade County School District No. 5, 32 St. Rep. 467 (D. Mont. 1975).

In Ms. Keosaian's appeal, she did receive notice of termination within the time prescribed by statute. The reason given is not one that would reflect on her standing in the community nor injure her future employment

prospects. Nor did she allege to the county superintendent that her employment was terminated for a constitutionally impermissible reason.

Thus, the only right remaining that may be asserted is that the reason given is not a reason for termination as required by Section 75-6105.1, R.C.M. 1947. This is a different question from whether the reason is sufficient. The board of trustees does not need to state a good cause for termination nor does it need to substantiate that reason. All it must provide is a reason that is not the product of arbitrariness or caprice.

In my opinion, the reason given by the board of trustees is not a reason for the termination of Ms. Keosaian's employment and does not comport with the intent of Section 75-6105.1, R.C.M. 1947. That the board of trustees feels in its discretion that it could employ a better teacher is undoubtedly true. However, this statement could be made of every teacher in Montana except one--the teacher who is better than all of the rest. Thus, the reason advanced is not a statement ". . . of the reasons for termination of employment" of Ms. Keosaian.

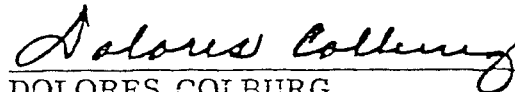
The evident purpose of the amendment of the section by Chapter 142, Laws of 1975, was to provide non-tenured teachers with some indication of the reason or basis for the board's decision to terminate. There are numerous possible reasons for such a decision; e.g., decline in enrollment, budgetary structures, program changes or deficiencies in the teacher's performance.

The reason given by the board of trustees does imply that Ms. Keosaian is "worse" than some other hypothetical teacher that the board could hire. In all fairness, it appears that the board could indicate in a general manner those areas where it felt Ms. Keosaian's performance was less than it would expect from another teacher. School District No. 8, Pinal County v. Superior Court, 433 P. 2d 29, 30, 102, Ariz. 478 (1967). In doing so, it would cast no reflection on her either personally or professionally.

The foregoing does not change the fact that Ms. Keosaian's employment with the district will terminate at the end of her present contract since a statement of reasons is not a prerequisite to a valid termination.

The appeal is returned to the Flathead County Superintendent of Schools with instructions to order the board of trustees of School District No. 44, Flathead County, to give Ms. Keosaian a statement in writing of the reason or reasons for the termination of her services.

DONE this 4th day of June, 1976 at Helena, Montana.



DOLORES COLBURG
Superintendent of Public Instruction