

MINUTES

MONTANA SENATE 54th LEGISLATURE - REGULAR SESSION

COMMITTEE ON EDUCATION

Call to Order: By CHAIRMAN DARYL TOEWS, on February 15, 1995, at
12:35 p.m.

ROLL CALL

Members Present:

Sen. Daryl Toews, Chairman (R)
Sen. John R. Hertel, Vice Chairman (R)
Sen. C.A. Casey Emerson (R)
Sen. Delwyn Gage (R)
Sen. Loren Jenkins (R)
Sen. Kenneth "Ken" Mesaros (R)
Sen. Steve Doherty (D)
Sen. Gary Forrester (D)
Sen. Barry "Spook" Stang (D)
Sen. Mignon Waterman (D)

Members Excused: N/A

Members Absent: N/A

Staff Present: Eddye McClure, Legislative Council
Janice Soft, Committee Secretary

Please Note: These are summary minutes. Testimony and
discussion are paraphrased and condensed.

Committee Business Summary:

Hearing: SB 351, SJR 13, SB 370
Executive Action:

HEARING ON SB 351

Opening Statement by Sponsor:

SEN. BARRY "SPOOK" STANG, SD 36, St. Regis, said SB 351 sets up an educational technology trust fund which provides grants to public schools for educational technology in the classroom. SB 351 will help prepare our students for the 21st century and will be funded through windfall revenue from local government severance tax collected in 1995.

Proponents' Testimony:

Jack Copps, Deputy Superintendent of Public Instruction, said the Superintendent's office supported SB 351. He stated the educational community concurred the need for a bill to provide funds for technology education, explaining there was evidence of need at both state and national levels. Between 1989 and 1993, the state provided \$150,000 each year for technology assistance to schools. In 1993, the legislature did not give any additional technology monies to schools, but it did supply money to maintain toll-free lines to the MetNet system. **Mr. Copps** informed the committee the funds were insufficient to maintain those lines and on February 24, 1995, the money will be stopped. **SB 351** does not specifically address revenue for toll-free lines but it does provide additional dollars for software and delivery systems.

Mr. Copps said there is an enormous gap among school districts in what is happening; therefore, it is essential for the state to play a leadership role. He suggested the one-time revenue from local government severance tax was a reliable source of income, while the timber-cutting revenue source is not. He asked the committee's support of **SB 351**.

Barbara Ridgway, Helena Public Schools, expressed support for **SB 351** because she believes in the power of educational technology to enhance learning and teaching. She illustrated by using an example of a teacher in her school system who went to Antarctica to do research with scientists from the National Science Foundation. InterNet technology enabled the students in Helena to participate with the teacher in his research on a daily basis; in fact, photos were even transmitted to the classrooms. She closed her testimony by again urging support for **SB 351**.

Loran Frazier, School Administrators of Montana (SAM), expressed support for **SB 351**.

Michael Keedy, Montana School Boards Association (MSBA), said people who are still in the learning processes of their lives rely on technological wonders of our age; therefore, MSBA supported **SB 351**.

Don Waldron, Montana Rural Education Association (MREA), said MREA supported **SB 351** but were concerned about the small schools getting their fair share of the funds.

Opponents' Testimony: None.

Questions From Committee Members and Responses:

SEN. KEN MESAROS asked for more information on the technology trust fund. **SEN. STANG** answered Section 3 says the funds can be used for acquisition, personnel training and site preparation. Support for **SB 351** comes from the Superintendent of Public Instruction as well as the Governor.

SEN. MESAROS asked what generated the money for the fund. **SEN. STANG** replied the 1995 revenue from the local government severance tax was the one-time money source. The amount of this money is about \$4.4 million -- \$2.2 million FY '97 and \$2.2 million FY '98.

SEN. MIGNON WATERMAN commented she liked the grant, rather than the allocation concept because it causes schools to think about the use of technology. She wondered if the grant application process was workable for the small schools. **Don Waldron** said the span of time was very short and MREA would like to see a school allocation which would be received through schools submitting a proposal. If some schools did not present proposals, the unused monies could be reallocated.

SEN. LOREN JENKINS asked for confirmation the Task Force had already been appointed. **Jack Copps** confirmed, saying the Task Force in place was not specifically for **SB 351**, but was already appointed by the Governor and Superintendent of Public Instruction.

SEN. JENKINS also wanted to know if the Task Force terms were unstaggered two-year terms. **Jack Copps** said he thought the terms were staggered to prevent complete turnover.

SEN. JENKINS asked how long the one-time revenue would last and after the revenue was depleted, how would it be replaced? **Mr. Copps** said the \$2 million would be immediately available to help start the school districts in their technology education. At the present time, the revenue source is in the Governor's budget and is being targeted for use in ongoing obligations. **SEN. JENKINS** commented if there was no sunset on **SB 351**, sometime in the future, money will have to be supplied. **Mr. Copps** said it was his understanding when the \$2.2 million was expended, leaving no more money, the Task Force would be finished.

SEN. DELWYN GAGE commented the length of time for **SB 351** could be as long as four years.

Closing by Sponsor:

SEN. STANG said enough evidence had been presented to justify the need for the technology trust fund. He suggested when the one-time monies are exhausted, private donations could keep the fund operating; or, if budget monies could be found, future legislation could meet the need.

SEN. STANG informed the committee there was a 10-minute video on technology which would be available at the end of the committee session for anyone interested.

HEARING ON SJR 13Opening Statement by Sponsor:

SEN. BARRY "SPOOK" STANG, SD 36, St. Regis, said **SJR 13** addresses the encouragement of development of school-to-work programs in Montana's public schools. **SEN. STANG** said in the past, he had trained one student per year in his business, but liability exposure made it impractical to continue the training. He said he had attended several workshops, and one which really impressed him was teachers keeping a portfolio beginning with students' fourth grade. The portfolio listed accomplishments, goals, etc., and every year the portfolio was updated. By the time the students were juniors and seniors, they knew which colleges would help them accomplish their goals. They were well on their way from school to work.

SEN. STANG described a school in Tennessee which required the parents to attend their high school students' class enrollment. He said he sees school-to-work as a win-win program.

Proponents' Testimony:

Jane Karas, Director for Work Force Development, Montana University System, expressed support for **SJR 13**, saying it would provide Montana students with a broadened education career, economic opportunities and necessary skills and knowledge to become self-reliant and independent individuals. **Ms. Karas** said our education was developed for an industrial society but that society is fast becoming high-skill. She explained a unique feature of the school-to-work system is its partnership concept, which means there is no blame placed because of a failure. Rather, the emphasis is based on parents, educators, students, organized labor, community-based organizations, etc., necessity to work together.

Ms. Karas commented school-to-work builds on existing programs with work-based learning, school-based learning and connecting activities. She said the Montana University System strongly supports **SJR 13** because the System believes in its critically created system of higher level learning for all students from pre-K through higher education.

Jack Copps, Deputy Superintendent of Public Instruction, said the Superintendent rises in support of **SJR 13**, explaining the nation and state is experiencing a systemic reform movement. He stated **SJR 13** addresses the very heart of systemic reform by suggesting the focus of our educational system has been wrong, i.e. students have been encouraged to go to school....and to more school....and to more school; however, students have not been prepared for something which happens after school. It is time to focus on the real world after education, which is the reason for the school-to-work movement. **Mr. Copps** encouraged support for **SJR 13**.

Barb Charlton, State Department of Commerce, said the Department of Commerce urged support for **SJR 13**. She related in 1994, the Commerce Department in conjunction with the Governor's Office, the Office of Public Instruction, the Office of the Commissioner of Higher Education and State Department of Labor and Industry were asked to participate in a school-to-work systems development team. Monthly team meetings focused on developing partnerships, which is the key to the success of the school-to-work system in Montana.

Ms. Charlton said the systems development team learned there was a need to focus on a formal school-to-work transition system. Currently, high school and college students leave their schools with little or no preparation or direction for any kind of meaningful career or work. She said many Montana students graduate without the necessary knowledge, skills and abilities to be employed in Montana businesses. A school-to-work system is needed to develop ways for businesses, schools, students and parents to form partnerships for increased employability of all students in Montana, whether in a large or small business or in self-employment. Business commitment and participation in development of school-to-work systems is a key element in the program's success.

Ms. Charlton said the Department of Commerce believes a well-trained and well-educated work force is an integral part of improving economic development in Montana. The Department encourages support for **SJR 13**.

Wayne Buchanan, Board of Public Education, reported he served on the Governor's Task Force for Business Retention and Expansion and recently attended a state-wide meeting of the State Ambassadors, which is a business group. **Mr. Buchanan** said one of the concerns he heard was the work readiness of Montana school graduates.

Ron Senger, Montana State AFL-CIO, read his written testimony.
EXHIBIT 1

Jim Hollenback, Montana businessman, said he moved to Superior, MT, to begin a helmet manufacturing business which presented the challenge of finding area people who were capable of supporting the building of a business, i.e. computer skills to compile literature, sales manuals, etc. **Mr. Hollenback** said he entered into an agreement with Superior High School and brought in two students to work in the business. Within three months he had everything necessary to make his business work -- a direct result of the partnership between his business and the school.

Mr. Hollenback testified school-to-work gives young adults an opportunity to learn what business is about. He set up a mirror company, i.e. a board of directors composed of students who work side-by-side with his company's board of directors, assisting in market trends, financing issues, etc. He said all types of

evaluation show the benefits far outweigh the burden on his company. **Mr. Hollenback** urged passage of **SJR 13**.

Pat Haffey, Senior Policy Advisor for Education, Governor's Office, expressed support for **SJR 13**, and said the Governor's office had been very proud to be part of the partnership.

David Scott, Chief Counsel for Department of Labor, expressed support for **SJR 13**.

Opponents' Testimony: None.

Questions From Committee Members and Responses:

SEN. GARY FORRESTER asked which state agency received the planning grant. **Jane Karas** answered it came to Montana's partnership but the requirement was one agency be named the fiscal agent, which was the Office of the Commissioner of Higher Education.

SEN. FORRESTER said even though the Office of the Commissioner of Higher Education was the official agency, OPI would be part of the planning and implementation process. He wondered where OPI was going to get the money to accomplish that. **Jack Copps** said the General Fund budget of OPI had been cut in excess of 20% and if the cuts continue, it will be difficult to provide services of that kind.

SEN. FORRESTER said two years ago the Governor's Office said it could not accept any more financial responsibility, and he wondered how the Governor's Office was planning to supply the funds needed. **Pat Haffey** said the Governor's Office does not anticipate receiving money for this project and eventually decisions will have to be made on what programs are significant and worthwhile versus those which are no longer working. **Ms. Haffey** saw the school-to-work program as a way to work with broken-down systems and old institutions which need to be refurbished and redirected. She said businesses need to take leadership roles with government and education to perform support services.

SEN. JENKINS asked **Jane Karas** the same question as **SEN. FORRESTER** asked **Pat Haffey**. **Ms. Karas** replied school-to-work available federal money is to be used for systemic change, not temporary funding for another federal program which ultimately leaves the state responsible for the program funding. She said the money is seed capital which means money received over a five-year period is to be used for training the work force, new equipment, new training for the employers. At the end of the five-year period, the federal money would be gone but hopefully the workers would be better trained, thus increasing productivity and ultimately profits. In addition, the purchased equipment would still be in place.

In summary, **Ms. Karas** said the money is for change, rather than for a new program. Eighty percent of the money is to be spent at the local level the first year and by the fifth year, 90% must be spent at the local level, with 10% for state technical assistance. The school-to-work program is developed individually for each community, based on its resources, needs, etc.

SEN. CASEY EMERSON asked the size of the planning grant and **Pat Haffey** said \$200,000.

SEN. EMERSON asked what would make a better trained work force. **Pat Haffey** said students are needed who can work in groups, communicate technical and professional information, work independently, have a good work ethic, recognize their importance to the business, retrieve and store information, put the information into an understandable format, etc.

SEN. EMERSON asked what kind of businesses gave the information stated above. **Pat Haffey** said both small and large businesses were polled.

Closing by Sponsor:

SEN. STANG closed by giving several illustrations of the value of learning while on the job. He said school-to-work will provide opportunities for businesses who are looking for young people to train for jobs.

HEARING ON SB 370

CHAIRMAN DARYL TOEWS RELINQUISHED THE CHAIR TO VICE CHAIRMAN JOHN HERTEL IN ORDER TO PRESENT SB 370

{Tape: 1; Side: B; Approx. Counter: ; Comments: .}

Opening Statement by Sponsor:

SEN. DARYL TOEWS, SD 48, Lustre, said he was sponsoring **SB 370** on behalf of the Montana School Boards Association. **SB 370** would provide an opportunity for a school district segment to address specific needs of its students, i.e. charter schools. He said charter schools need to be totally separate from the existing school structure. The book, Public Education Policies in Montana, has a whole chapter on state accreditation standards in charter schools, and asks whether charter schools are a natural bridge or an unattainable goal.

SEN. TOEWS said to his knowledge, all problems had been addressed in the above book except labor unions and school districts.

Proponents' Testimony:

Debra Fulton, President, Montana School Boards Association (MSBA), said SB 370 represents the best of the school reform movement and gives students, parents and educators an exciting opportunity to have an unprecedented influence on the public schools in Montana. She said SB 370 does not suggest systemic change, i.e. it is not necessary to discard the educational system in Montana. It does, however, suggest a change in the status quo may be in order in these changing times. **Ms. Fulton** maintained many Montana citizens would like public education to offer more choices, and since school boards represent the people, MSBA rises to support SB 370.

Ms. Fulton said MSBA is offering a pilot program of only up to 10 schools because traditional education meets the needs of many students. She stated SB 370 preserves the Constitutional authority of the Board of Public Education, local school boards, rights of public school employees and offers parents and students in public schools choices which they do not now have.

Ms. Fulton remarked opponents to SB 370 may say it is not necessary because charter schools are a possibility now through alternative accreditation standards. They are right, but there cannot be a waiver of state statutes nor working conditions of the collective bargaining agreement.

She suggested not many alternative standards have been requested because the range of options is very narrow. SB 370 allows districts to approve program passage of their own design with the responsibility to designate desired results, delegate resources to achieve the results and accept the accountability of students in the program.

Ms. Fulton said MSBA asked for flexibility to design school programs and was willing to accept accountability for the success of these programs. She responded to the question of why should the legislature be involved by saying the legislature is already involved, i.e. number of school days, hours and minutes in the school day, which days of the week to hold classes.

Ms. Fulton said SB 370 does not affect working conditions for employees, explaining that collective bargaining agreements are "one size fits all", i.e. lunch periods, duty-free periods, work load provisions. Their inflexibility may prevent innovative programs from being established. She distributed a sampling of union contract clauses which might hinder the establishment of a charter school program. **EXHIBIT 2**

Ms. Fulton reminded the committee any requested waivers to the collective bargaining and statutory provisions must be shown to be reasonable and necessary to the success of charter schools.

Ms. Fulton asked support for SB 370 because of public school

excellence, choice and students.

Eddy McClure distributed and explained Amendments SB037001.aam (EXHIBIT 3). She said many versions of the Charter School Bill were floating around and the version with which Andrea Merrill worked did not include some language which MSBA wanted.

Janice Doggett, Montana School Boards Association (MSBA), rose in support of SB 370, drawing the committee's attention to the bill because she wanted to use it as her testimony. **Ms. Doggett** said the Statement of Intent clearly states public school pupils are to be the recipients of the charter school concept. Trustees must authorize the establishment of a charter school: (1) To increase learning opportunities; (2) For innovative instructional techniques; (3) As professional vistas for teachers; (4) For freedom from conventional program constraints and mandates.

Ms. Doggett said the Board of Public Education can design rules for implementation and for the petition's appearance and content. SB 370, however, allows the trustees to require: (1) Description of the key elements under which the charter will operate; (2) Description of the level of interest and support of the charter school by school district employees, parents and community; (3) Statement of necessity and rationale behind the request for waivers. She explained after trustees themselves grant waivers of school board policy, they must apply on behalf of the applicant to the Board of Public Education who will waive any education rules, statutory rules and collective bargaining provisions which may exist in district contracts. **Ms. Doggett** said the Board of Public Education would have 60 days in which to act upon the charter school petition.

Ms. Doggett explained the charter supersedes the contract between the district employees and the Board of Public Education, i.e. policies which have been waived, provisions of the collective bargaining agreement or statutes; in other words, the charter governs how the school operates. She said the statutory provisions which have been set forth are school week, school year and school day. One of the statutes clarifies the authority of the Board of Public Education to establish accreditation standards.

Ms. Doggett said the retention of teachers' rights is addressed in Section 5: (1) Entitlement to participate in the appropriate retirement system; (2) Receive no less wages or benefits than those provided to other similarly situated district employees; (3) Right to tenure for certified teachers; (4) Right to "just cause for dismissal" as stated in school district policy, collective bargaining agreement or individual contract for classified employees.

The next area discussed by **Ms. Doggett** was the renewal of the charter, which she said could be done every three years. Local trustees are obligated to evaluate the charter school every year

and report to the Board of Public Education, who has the option to revoke the charter if it is in violation of the provision of the law which has not been waived or the charter itself.

Ms. Doggett said the rest of **SB 370** addresses the duties of the superintendent, Board of Public Education and efforts to retain charter school status for individuals or entities. She voiced support for **SB 370** and urged that of the committee as well.

Joanne Erickson, Director of Education, Havre Public Schools, represented and gave the testimony of Robert Windel, Superintendent of Havre Public Schools, who was unable to attend. Mr. Windel's testimony gave support to **SB 370**, saying he had a profound belief public education is critical for continuation of our nation's strength. Support for public education is declining and American parents are calling for choices in education. Charter schools provide those choices while protecting and strengthening public education. The concept of charter schools may be one of the most powerful and promising to emerge from the school reform movement of the past decade. Charter schools challenge teachers to become innovators, to try to develop new ideas into a plan which is supported by the parents of students in their communities.

Mr. Windel's testimony said charter schools were public schools of choice for students, parents and teachers. No one is forced to become involved. Currently, parents who demand choices must turn to private schools to have their needs met. Charter schools are advantageous for these parents as well as teachers who will be able to make site-based decisions and work in autonomous settings where red tape and unreasonable regulations can be waived.

Mr. Windel's testimony also said the success of the charter schools' movement would depend on the quality of education provided by the first concept pioneers and visionary leaders. If student outcomes are not satisfactory to the local board of education, the charter need not be renewed. The testimony said charter schools hold potential for unleashing teacher creativity and yielding new ideas for restructuring public education. Mr. Windel ended his written testimony by urging support for **SB 370**.

Robert Smith, Superintendent, Box Elder School District, said it was a privilege to support **SB 370**. He said quality education has been around much longer than the state-regulating controls. It is a quality educational system, but can be improved by increasing local control, which **SB 370** does.

Additional Testimony:

Wayne Buchanan, Board of Public Education, said he was asked to testify without position. He said **SB 370** was an excellent attempt at charter schools legislation because it keeps the local school trustees involved but allows the charter schools to operate outside the district. **Mr. Buchanan** said the Board of

Public Education and MSBA worked fairly closely together to draft **SB 370** and most of the considerations are included in the bill. He stated Board members were concerned about: (1) Unnecessary involvement of collective bargaining agreements; (2) Lack of provision in **SB 370** to allow the teachers to have a voice in the formation of a charter school.

Mr. Buchanan explained the Board of Education cannot remove a charter, except for proof the charter has been violated; however, a local board can discontinue a charter at any time. He said he recommended the Board of Education also be allowed to discontinue a charter. He expressed concern over Section 7, subsection 2, which says the Board of Public Education's decision to revoke a charter may be appealed to a district court because **Mr. Buchanan** opined it was an invitation to unnecessary lawsuits.

In spite of the reservations of the Board of Public Education, **Mr. Buchanan** affirmed the value of **SB 370**, saying it was a good concept meriting the committee's attention; however, amending it to address his concerns would make it an even better bill.

Opponents' Testimony:

Eric Feaver, Montana Education Association (MEA), said MEA agrees with choice, change and opportunity for teachers to be creative and innovative without being shackled by laws, regulations, etc. However, MEA cannot support **SB 370** because it completely misses the ingredient of a willing partnership of the parties involved.

Mr. Feaver distributed copies of "Alternative Standard", (**EXHIBIT 4**), explaining it became part of the accreditation standard during Project Excellence; therefore, **SB 370** is unnecessary. He said the Board of Public Education has presented its own proposal which clarifies and brings attention to its own alternative standard; in fact, only three weeks ago the Board heard the rule amended to the Alternative Standard. (**EXHIBIT 5**).

Mr. Feaver distributed copies of the title of **SB 232**. (**EXHIBIT 6**), explaining because of the committee's adoption of **SB 232**, a charter school bill had already been adopted. He said there is nothing to keep a school district complying with the standards it does not want; therefore, a charter has been established by unilateral, local declaration.

Mr. Feaver proclaimed the proponents of **SB 370** want more than a waiver from accreditation standards and they have written into this legislation the opportunity for local school districts to waive both state and federal law with a complaint for public education. However, more discouraging than that, **SB 370** would abrogate school employee contracts. He distributed copies of **SB 370** with suggested amendments by the MEA, (**EXHIBIT 7**), explaining reasons for the inclusion of the amendments.

Mr. Feaver referred back to "abrogation of school contracts"

(previous paragraph) when he distributed Article II, Section 31 of Montana's Constitution. **(EXHIBIT 8)**. He said MEA would not allow the abrogation of locally bargained agreements by a unilateral act of the local trustees, and neither the legislature nor the Board of Public Education could repeal the bargaining agreement. However, if the legislature wants a charter school, it should allow all involved people to become partners in that school. The bargaining can be done to everyone's advantage, including the students'. He urged tabling **SB 370** after adopting the suggested amendments, but if that were not a reality, he urged deleting everything after the Statement of Intent. He said it provides the Board of Public Education all the authority needed to give school boards the option to create innovative programs.

Terry Minow, Montana Federation of Teachers (MFT), said MFT opposed **SB 370**, though it did not oppose the concept of charter schools. She said the members of MFT stand ready, willing, and able to participate in school reform. **Ms. Minow** said MFT had questions about **SB 370's** implementation, impact on collective bargaining and locally negotiated contracts, support of teachers and staff and needs of the bill, in general. She challenged **Ms. Fulton's** statement regarding collective bargaining that "one size fits all." Collective bargaining, at its best, is a meeting of the minds over difficult issues. **Ms. Minow** said until questions raised by **SB 370** are answered to their satisfaction through the amendments of MEA, MFT cannot support **SB 370**. She urged serious consideration of those amendments.

Jack Copps, Deputy Superintendent of the Office of Public Instruction (OPI), said OPI does not oppose charter schools, but it does wonder why only 10 schools of the state's 900 schools will have the opportunity to be charter schools. He said OPI believes the Board of Public Education's Alternative Standards clearly allow for the waiver of any standards so districts can get rid of constraints. **SB 370** does: (1) Restate authority already given; (2) Allow for waiver of laws (Saturday school by approval of superintendent, 180 minimum pupil instruction related days, kindergarten variances, school day and school week, etc.) which do not belong on the books for any school in our state; (3) Allow the Board of Public Education to get entangled with collective bargaining provisions. **Mr. Copps** declared if **SB 370** is a labor relations bill, it is a necessary bill which supports the waiver of collective bargaining provisions; however, OPI will not stand as either a proponent or opponent to any labor relations bill.

Mr. Copps finished his testimony by saying he was confused as to how charter schools can be approved by everyone, yet be available to only one percent of Montana's schools.

Questions From Committee Members and Responses:

SEN. WATERMAN asked if page 2, line 29, nullifies Section 5.

Eddye McClure said if it was possible to be waived, it did. **SEN. WATERMAN** also wanted to know if there was a problem with authorizing the waiver of federal law. **Eddye McClure** said it would depend on how the federal law was written.

SEN. WATERMAN expressed concern about page 3, line 8, "The Board of Education may approve or disapprove...", wondering why the wording was "may" instead of "shall." **Janice Doggett** said "may" refers to discretionary approval within 60 days. **Eddye McClure** said if the approval or disapproval is to be done within 60 days, "shall" would be the correct word.

{Tape: 2; Side: A; Approx. Counter: ; Comments: .}

SEN. WATERMAN wondered about the correctness of her understanding a school could lose its charter without cause in the middle of the year. **Janice Doggett** said a board of trustees could not take action without a meeting to discuss the issue; therefore, there would be opportunity for public comment and participation. The Board of Public Education has general supervisory authority over Montana public schools while the local trustees retain control over the schools in their school district.

SEN. WATERMAN said she approved of limiting the number of participants, because it was important to proceed cautiously until the territory of charter schools becomes familiar. She also said most other states required a certain percentage of both teachers' and parents' approval, but she didn't see either addressed in **SB 370**, and wondered why it was omitted. **Janice Doggett** said **SB 370** contains wording which says there must be a demonstration of support from faculty, community and parents. It was up to the Board of Education to implement that in the form of a rule which would define the support needed.

SEN. WATERMAN asked for clarification on whether a charter school could be established if only the board of trustees, and not the parents, wanted it. **Janice Doggett** said any entity could petition for a charter school. **SEN. WATERMAN** asked if it were possible for a whole district (even a large district) to be declared a charter school. **Janice Doggett** said this provision gave no limitation on what constitutes a charter school; however, establishing the petition for a charter school takes a great deal of work and time, so it's unlikely a whole district would become a charter school.

SEN. MESAROS asked how many applications for charter schools have been received, how many have been denied, etc. **Jack Copps** answered there have been very few requests for alternative standards.

SEN. EMERSON said he understood the 10 schools was a pilot program, and was it MSBA's intent to come to a later legislature to increase the number. **Debra Fulton** said the 10 schools was a pilot program which would allow the time needed to determine how

many interested potential participants there were.

SEN. GAGE wondered if charter schools could use the same facilities as they were currently using, i.e. charter school math class in the regular math classroom. **SEN. TOEWS** said he envisioned that. **SEN. GAGE** wondered how the funding was anticipated, i.e. include it in the regular school budget. **SEN. TOEWS** said it would be.

SEN. GAGE asked if the MEA would object to only charter school teachers waiving their participation in the labor provisions. **Eric Feaver** said that's what would happen, but the bargaining unit should be part of the decision-making process.

SEN. STEVE DOHERTY asked about page 3, line 10, wondering who was making the final decision. **Janice Doggett** said if the petition for the charter school comes to the trustees, they could deny or accept it; or, if the petitioners come to the Board of Public Education, their decision would be final.

SEN. DOHERTY asked for citation of Montana law which would provide authority, other than a board, to waive a statutory provision. **Janice Doggett** answered Montana cases say statutes must be specifically stated.

SEN. DOHERTY asked which statutes will be allowed for waiver. **Janice Doggett** said page 3, line 16, gives that information.

SEN. DOHERTY asked how the Board of Public Education could waive a portion of or all of a contract which two parties may have. **Janice Doggett** said the bargaining contracts expire after a period of time and petitions for charter schools must be submitted by February 1. **SB 370** does not impair that contract because the contract is entered into for the next fiscal year. **SB 370** says the charter (which is a contract) supersedes the provisions of the collective bargaining contract.

SEN. DOHERTY commented support for local control is very strong, but he wondered if support for local funding was just as strong. **Robert Smith** said if current levels of funding were maintained, local funding only would be impossible; however, if costs were reduced, perhaps local support would increase.

SEN. GARY FORRESTER asked who would buy out teachers' contracts if the charter school were revoked. **Janice Doggett** said they would not need to be bought out because the employment of those teachers would not be in jeopardy.

SEN. FORRESTER asked if different class sections (Saturday classes, etc.) were held, how would schools compensate for the schedule change if the charter school status were revoked. **Janice Doggett** said employees continue the right of tenure so their employment relationship with the district would continue.

SEN. FORRESTER asked how a board could tell employees they're done in the middle of the year because of a curriculum change. Janice Doggett said trustees could not tell employees they're done, but they have general supervision and control of schools; therefore, they do have the right to make alterations during the year.

SEN. FORRESTER asked for an example of a change which occurs during the year. Debra Fulton said when students' needs were not being met, it was necessary for the board to step in and make corrections.

Closing by Sponsor:

SEN. TOEWS commented there is one basic question to be answered, i.e. what to do with teachers' unions and collective bargaining agreements. Charter schools is something which has to be talked about because the concept is here to stay.

ADJOURNMENT

Adjournment: The meeting adjourned at 2:57 p.m.



SEN. DARYL TOEWS, Chairman



JANICE SOFT, Secretary

MONTANA SENATE
1995 LEGISLATURE
EDUCATION AND CULTURAL RESOURCES COMMITTEE

ROLL CALL

DATE _____

2/15/95

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Montana State AFL-CIO

Donald R. Judge
Executive Secretary

110 West 13th Street, P.O. Box 1176, Helena, Montana 59624

SENATE EDUCATION 406-442-1708

EXHIBIT NO. 1

DATE 2/15/95

TESTIMONY ON SENATE JOINT RESOLUTION 13
SENATE EDUCATION AND CULTURAL RESOURCES COMMITTEE

BILL NO. SJR 13

February 15, 1995

Mr. Chairman, members of the committee. My name is Ron Senger. I am the Apprenticeship Director for the statewide Sheetmetal Workers Joint Apprenticeship program and am here today representing the Montana State AFL-CIO in support of Senate Joint Resolution 13.

Our American system has never had a practical strategy for preparing a majority of American youth for the transition from school-to-work, and as a consequence, these students are often abandoned and left to fend for themselves.

These students' capacity to successfully enter the workforce is currently being undermined by a combination of the following:

- the absence of a national system of both academic and job-related content and performance standards;
- the lack of quality employer information and placement services;
- the virtual nonexistence of work-oriented high school counseling, and;
- inadequate funding.

Existing state and federal legislation hasn't been successful in addressing these problems. Existing programs have failed to either discourage the proliferation of low-quality, profit-making proprietary schools, or activate educators, unions and employers to join together and invest in common school-to-work transition programs.

This country's economic competitors have not been so remiss, however. Many now have infrastructures that encourage employers, labor, and the schools to participate as full and equal partners in assuming both the responsibilities **and the costs** of developing a coherent school-to-work system for all youth.

Organized labor believes that the concept of apprenticeship must be an integral part of this school-to-work system. The best research on learning now affirms the value of modeling or mentoring, known as "cognitive apprenticeship" -- that is, breaking down and demonstrating the thinking skills involved in the learning process in the same way that apprentices are taught. Experts acknowledge this technique as an excellent educational strategy that has resulted in practical teaching adaptations of this approach for children of all ages. Unions have long recognized the productive value of apprenticeship as a model for learning and have developed excellent job preparation programs.

EXHIBIT 1
DATE 2-15-95
SJR 13

This model has been recognized by the School-to-Work program in Montana as an essential tool for developing broad education reform, built on high content and performance standards for both academic and job preparation.

For these reasons, representatives, like myself, from the apprenticeship training community as well as organized labor have actively participated in and continue to support the development of a comprehensive School-to-Work program for all young Montanans. I hope you will do the same, not only in your support of this resolution, but also in your active participation in these programs in your local communities. Thank you.

SMALL REPRESENTATIVE SAMPLE OF UNION CONTRACT CLAUSES WHICH
MIGHT HINDER THE ESTABLISHMENT OF A CHARTER SCHOOL PROGRAM

| <u>Subject Matter</u> | <u>School District</u> | <u>Provision</u> |
|--------------------------|------------------------|---|
| Breaks | Great Falls | K-5 teachers shall receive preparation time and 2-15 minute breaks each day |
| Calendar | Cut Bank | Proposed calendar must be presented to union 2 weeks prior to adoption by board |
| | Conrad | Calendar must be adopted by the board <u>and</u> the union |
| Class size | Helena | Subject to state accreditation standards |
| | Great Falls | Extra compensation when class size exceeds state standards |
| Curriculum | Livingston | Changes in curriculum must be proposed and approved by committee |
| Involuntary Transfer | Livingston | District may transfer least senior qualified teacher |
| Lunch periods | Cascade | Teachers guaranteed 50 minute duty free lunch |
| Maintenance of standards | Big Sandy | Board must maintain all terms and conditions of employment |
| Part-time teachers | Great Falls | The District may not hire part-time teachers to fill full-time positions |
| Preparation time | Billings | Teachers guaranteed 300 minutes of prep time per week or 1 period per day |
| Student teachers | Livingston | No teacher is required to accept a student teacher |
| Work Load | Lame Deer | Pupil contact time defined by accreditation standards |
| Work Day | Lame Deer | Instruction shall not begin before 9:00 a.m. |

Prepared by Montana School Boards Association
(Some of the contracts reviewed contain multiple restrictions)

The employee may maintain, at no cost to the Board, individual term life insurance coverage, provided individual arrangements are made with the District within thirty (30) calendar days of the first day of an Extended Leave Without Pay or Benefits.

ARTICLE VIII

HOURS AND OTHER CONDITIONS OF EMPLOYMENT

8.1 DUTY DAY FOR TEACHERS

- a. The regular duty day for teachers shall not exceed eight (8) hours per day, including the lunch period, for not more than 187 contract days. If the lunch period is longer than thirty (30) minutes, duty may be assigned to affected teachers. There shall be no additional pay for time until the teacher has exceeded eight (8) hours in the duty day, not to include time spent in activities outlined in part c. The scheduling of school hours and employee duty day shall be the exclusive decision of the Board.
- b. On the last school day preceding Labor Day, State Teachers' Convention, Thanksgiving, Christmas, Presidents' Day, Easter, and Memorial Day, teachers who do not have assigned District responsibilities shall be released from duty at the end of the individual building's regular student school day. The only exception shall be a PIR day immediately preceding Labor Day weekend.
- c. Teachers shall not receive extra compensation for PTA meetings, student-related educational conferences, departmental and faculty meetings, open houses, from time to time special programs which involve student participation, or activities for which teachers volunteer. To the extent practical, departmental and faculty meetings will be contained within the regular duty day, it being understood that extensions beyond the regular duty day may sometimes be necessary.
- d. In the event a hazardous, unsafe, or unsanitary condition exists within a school, making it necessary to dismiss students, teachers will not be required to remain in the building but may be reassigned to other instructional activities.

8.2 PARENT CONFERENCES

If parent conferences are required by the Board, teachers in grades K-5 shall be granted one-half day units of time free from student contact for the purpose of conducting such parent conferences. Teachers in grades 6-12 shall be granted up to one-half day units of time free from student contact for the purpose of conducting such parent conferences.

8.3 DUTY-FREE PERIODS

- a. Each teacher shall have no less than a thirty (30) minute uninterrupted, duty-free lunch period unless the interruption is agreed to by the teacher or an emergency arises.
 - 1) Except in the case of an emergency, the teacher may leave his/her respective building during the lunch period, providing the office of the principal has been notified.
- b. Each classroom teacher, in addition to preparation time outside the duty day, shall have a period of time during the teacher's duty day to be used for purposes of planning or preparation for assigned District duties. Nothing herein shall prohibit the teacher from using a reasonable portion of this time for a break. It is understood that from time to time building activities may prohibit scheduling this daily preparation time.

- 1) At the senior or middle school levels the preparation time shall be one (1) regular class period.
- 2) At the K-5 levels the preparation time shall be thirty (30) minutes in length and shall not include the thirty (30) minute duty-free lunch period nor the half (1/2) hour before or after the students' regular school day.
- c. All K-5 teachers shall receive a fifteen (15) minute break in the morning and the afternoon during their student contact day unless their preparation period is provided during that time.
- d. A teacher shall not be required to remain with his/her class when it is receiving instruction or supervision from another certified person unless the teacher is an integral part of the particular project or lesson to be presented as previously requested by the teacher. Such release time shall be used in accordance with part b.
- e. A teacher may be requested to stay with a class if more than one specialist is scheduled on a given day.

8.4 PART-TIME TEACHERS AND LESS THAN FULL YEAR TEACHERS

- a. Part-time teachers shall not be used to replace full-time teaching positions except under extenuating circumstances or under a job-sharing contract with the mutual agreement of the affected teacher(s). It is understood that a teacher may elect to have an Association representative present during District conferences related to job-sharing positions. The Association and the Board shall mutually agree to all terms of the job-sharing contract that are addressed in the Negotiated Agreement.
- b. A teacher contracted to provide services for less than a normal duty day of the regular full-time teacher shall be classified as a part-time teacher.
- c. Less than full-year teachers are those teachers who are employed for the regular duty day but who begin work after the initial day of the regular school year.
- d. Part-time teachers and less than full-year teachers shall be paid according to their placement on the appropriate Teacher Salary Schedule commensurate with their training and experience. Said salary shall be pro-rated to the portion of their regular duty day and/or to the proportion of their regular contract year.

8.5 EVALUATION OF TEACHER PERFORMANCE

- a. The parties agree that the primary objective of the program to evaluate teacher performance is to improve the quality of instruction. Further, the parties recognize the importance and value of procedure for assisting and evaluating the progress and success of both non-tenured and tenured teachers.
- b. Evaluation of teacher performance shall be done by the principal or assistant principal or the supervisor of the appropriate area and must be based on his own observations. Other personnel may be used to evaluate teacher performance when agreed to by the teacher.
- c. All teachers during their first eight (8) weeks of each school year shall be oriented to the evaluation procedures and criteria upon which they will be evaluated and who may observe and evaluate their teaching performance.
- d. Prior to the first observation of the school term a pre-conference shall be held between the evaluator and the teacher to apprise the evaluator of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be

4. When considering extra duty assignments, the administration will take into account the following criteria: (a) teaching load; (b) nature of classes being taught; and (c) time commitments to current extra duty assignments.
5. The paid Pep Club sponsor(s) will be responsible for providing chaperons from the certified teaching staff for all pep buses--pre-season, season, and post-season. Teachers will not be assigned to chaperon pep buses.

24. SCHOOL CALENDAR:

The Board agrees to present a copy of the proposed School Calendar for the coming year to the Association to allow teacher input. The proposed school calendar shall be presented to the Association at least two (2) weeks before the meeting at which the Board will adopt the calendar. The Association will conduct building meetings for receiving teacher input. The Association will conduct any necessary "straw votes" concerning various options in the proposed calendar. The results will be communicated to the Superintendent and Board Chairman prior to the meeting at which the Board will adopt the calendar. Any changes in the calendar after it is adopted by the Board shall be communicated to the Association President.

25. VACANCIES:

Information regarding teaching or extra-curricular positions which are to be available either through creation or vacancy, shall be communicated to the Association President within one (1) week after the District becomes aware of the availability of position(s).

26. EMPLOYEES EVALUATION:

Evaluation and the method of evaluating is a continual process. Both parties to this Agreement acknowledge that only through continued mutual study and revision can the expectations of the instructional program be met in ways that will benefit the students in their learning process. The Association shall appoint a committee of teacher representatives from each building to review the evaluation process used during the school year. The committee shall make a report on their review of the evaluation process to the Board for their consideration.

27. REDUCTION IN FORCE:

1. CONDITIONS

Tenured teachers may be laid off when the Board of Trustees determines that a need exists for a reduction in the number of teachers employed in the Cut Bank Schools. Existing state law will have been followed prior to any action involving tenured teachers. Conditions that could lead to the Board implementing a Reduction in Force include:

Conrad

- B. Teachers who are required to travel from the central complex to the Prairie View School shall be compensated \$100 per year.
- C. An attempt will be made to provide a plug-in for cards of teachers who are required to travel between buildings.

13.3 Lunch Period

Members of the teaching staff in each school building will share in necessary lunchroom, playground and building supervision.

ARTICLE XIV - SCHOOL CALENDAR

- 14.1 Establishment of the school calendar will be the mutual responsibility of the Conrad Education Association and the Board. Allowances for emergencies shall be considered as a prerogative of the Board. The calendar for the school year 1991-92 shall be attached to and made a part of this Agreement as Appendix D.

ARTICLE XV - SPECIALIZED ELEMENTARY TEACHERS AND AIDES

15.1 Employment of Specialized Teachers

With budgetary, academic and operational considerations, the Board will work toward the goal of employing a sufficient number of specialized elementary teachers to teach all music, physical education, art and library classes.

15.2 Employment of Aides

With budgetary, academic and operational considerations, the Board should work toward a goal of hiring and assigning aides to the areas and buildings where they are most needed. These aides shall be responsible to the principal and available to the teachers for non-instructional duties.

ARTICLE I

TEACHING HOURS AND LOAD

1.1 School Day

The regular school day for teachers begins no more than one-half hour before the opening of school and continues no more than one-half hour after students are dismissed. The building administrator has the authority to permit exceptions.

1.2 Work Year

The work year for the elementary and secondary teachers is fixed by the official elementary and secondary school calendar.

The work year for the Adult Learning Center teachers is fixed by the official calendar adopted for the program.

1.3 Teaching Load

In order to provide the best and most effective education for students, Standards for Accreditation of Montana Schools, most recent edition, shall be used as minimum standards for elementary and secondary levels.

If minimum standards are exceeded at the K-5 level, a teacher assistant shall be provided. On a case by case basis, an alternative delivery process may be designed by the teacher involved, and subsequently approved by the building administrator, the Superintendent or the Superintendent's designee, and the State Board of Public Education as provided for in Chapter 10, Sub-Chapter 55 of the Administrative Rules of Montana. In all cases the financial resource available to the specific classroom shall be no greater than the salary of the three or six hour teacher assistant specified in the class size guidelines adopted annually by the Trustees.

At the Adult Learning Center, a teaching day shall consist of six (6) teaching assignments and one (1) preparation period. At the discretion of the building administrator, a seventh (7th) teaching duty may be assigned if the need arises. Additional assignments may be made by mutual consent and with appropriate compensation.



At the 9-12 level, a teaching day shall consist of five (5) teaching assignments, one (1) preparation period, and one (1) non-teaching duty. At the discretion of the building administrator, a sixth (6th) course or class may be assigned if the need arises.

At the 6-8 level, a teacher shall have the equivalent of one (1) class period per day, equal in length to a regular teaching assignment, free for individual planning or preparation. A reasonable effort shall be made to provide core team teachers a team preparation period every other day. A core team teacher shall be defined as a teacher of Social Studies, Math, Science and/or Language Arts.

At the K-5 level, a teacher shall have a minimum of four and one-half (4-1/2) hours, free for planning or preparation during the student week. It is understood that preparation time may occasionally be interrupted because of emergencies or unusual days.

Preparation time for part-time 6-12 teachers shall be prorated on the number of periods taught during the school day.

Preparation periods shall be during the student day, except for part-time K-5 teachers. For part-time K-5 teachers the half-hour before class and the half-hour after class shall be considered preparation time.

- 1.4 The building administrator shall make decisions relating to building meetings.
- 1.5 Duty-Free Lunch Periods

All elementary, secondary and Adult Learning Center teachers shall have an uninterrupted daily duty-free lunch period of not less than forty-five (45) minutes, except that for school year 1993-94, the schedule shall provide a lunch period of not less than thirty-five (35) minutes. Teachers shall be permitted to leave the building during their lunch periods.

ARTICLE II

PROFESSIONAL COMPENSATION

2.1 Salary Schedule

The Helena School System is on a single salary schedule that is applicable to all teachers grades kindergarten through twelve (K-12) (pre-school not excluded) and the instructional staff of the Adult Learning Center.

Effective July 1, 1993, the salary schedule for all teachers covered by this Agreement shall be set in operation for the coming school term. The 1992-93 salary schedule is based on an MEA index level of four (4) with a negotiated base of \$18,076.

2.2 Training and Experience

For salary schedule placement, certified teaching experience outside Helena High School District No. 1 boundaries shall be recognized as follows:

1. Teachers whose initial teaching employment with School District No. 1 began prior to July 1, 1986, shall receive one (1) year's credit for each year's experience to a maximum of six (6) years.
2. Teachers whose initial teaching employment with School District No. 1 began after June 30, 1986, shall receive one (1) year's credit for each year's experience to a maximum of six (6) years and one (1) additional year's credit for each additional three (3) years to a maximum of nine (9) years' credit for fifteen (15) years' experience outside Helena High School District No. 1 boundaries.

There shall be no limitation for Carroll College certified teaching experience or for public school certified teaching experience within Helena High School District No. 1 boundaries. Placement on the salary schedule based on this experience shall begin with contracts effective July 1, 1984.

- 8.3 APPLICATION - Staff members may apply for any vacancy for which they are qualified. Any qualified applicants from within the system shall be given equal consideration with other applicants. In filling vacancies, the Board agrees to give due weight to the professional background and attainments as well as other relevant factors of all applicants. The decision of the Board as to the filling of vacancies shall be final.
- 8.4 TRANSFERS - When transfers between buildings and changes in teaching discipline are necessitated by sound educational practice for the welfare of students, the Superintendent shall make such assignments, reassignments and transfers as are, in his professional judgment, necessary to secure the highest efficiency of the entire staff.
- A. Information - Information on proposed changes shall be made available to all teachers with sufficient details on job description to allow qualified persons to apply for these changes. These requests shall be given due consideration.
- B. Meeting - Persons who could be affected by changes as a result of administrative decisions shall be invited to a meeting by posting notice of such meeting in each building. The meeting shall include the purpose, need and job description involved in the proposed changes. The persons in attendance shall be given the opportunity to record their individual preferences. The ultimate administrative decisions shall give due regard to those preferences.
- C. Seniority - Voluntary transfers shall be granted on the basis of experience, qualifications, and seniority of the applicant. The decision of the Board concerning voluntary transfer shall be final. Reverse seniority shall be the criterion for involuntary transfer among persons with the same certification endorsement or license when unilateral decisions on transfers are made.
- 8.5 ASSIGNMENTS - If a change of assignment is contemplated for the following school year, staff members affected will be notified of their probable future assignment within thirty (30) calendar days after levy passage. Exceptions to this practice may be made in case of unforeseen contingencies.

ARTICLE IX

PROCEDURE FOR RECOMMENDING CURRICULUM AND INSTRUCTION REVISIONS

- 9.1 CURRICULUM COMMITTEE - A continuing curriculum study committee shall be responsible for research, study and planning in regard to anticipated changes in curriculum. The committee shall make recommendations to the Association membership and to the Superintendent on revisions in curriculum and instruction.
- 9.2 COMPLAINTS RE: CURRICULUM AND MATERIALS - Any specific written and signed complaint from any source about curriculum, any book or teaching materials shall be directed to this curriculum committee for evaluation. The report of the committee, including

- 9.3 COMMITTEE STRUCTURE - The structure of the continuing curriculum study committee shall be subject to the mutual approval of the Board and the Association. This committee shall not be limited to Association members.

ARTICLE X
WORK LOAD AND PREPARATION PERIODS

- 10.1 PREPARATION PERIOD - All K-5 teachers in the system shall have, during the time in which students are attending school, minimum preparation time equivalent to an average of fifty (50) minutes daily. When temporary schedule changes occur, teachers shall have a minimum of forty (40) minutes preparation time on any given pupil instruction day. The average of fifty (50) minutes daily is based on five (5) consecutive pupil instruction days. All Middle School teachers in the system shall have, during the time in which students are attending school, a minimum preparation time equivalent to fifty (50) minutes daily.
- 10.2 HIGH SCHOOL - The normal work load for a teacher in the high school shall be five (5) classes daily in classroom instruction or supervision of groups of pupils. Exceptions may be in those areas which are presently exceeding this limitation.
- 10.3 DUTIES - Consistent with this agreement:
- A. The instructional duties and/or the responsibilities of any position in the District held by a person(s) covered by this agreement during the work day, shall be assigned by the school district.
 - B. The instructional duties and/or responsibilities of any teacher shall not be increased without prior agreement.
 - C. Any additional non-instructional duties and/or responsibilities during the work day with students will be assigned to the teachers normally assigned to instruct the students on a reasonable distribution.
- 10.4 SCHOOL DAY - The usual work day for persons covered by this agreement shall be seven and one half (7 1/2) consecutive hours, including at least thirty (30) minutes duty free lunch. The District shall determine the time staff members report for work.
- A. The school nurse shall work an eight (8) hour day with a one (1) hour unpaid lunch period.
- 10.5 DUTY-FREE LUNCH - A duty-free uninterrupted lunch period equal to the student lunch period shall be provided for all staff members.
- 10.6 REPORT WORK - Every attempt shall be made by the principal to keep detail and report work of teachers to a minimum so that their maximum effort may be spent on improvement of instruction.
- 10.7 CLASS SCHEDULING - The principal shall seek the input of the teacher(s) before preparing class schedules and assignments. The starting, ending and length of the student day, the length, number and scheduling of class

- 10.8 STATE STANDARDS - "Standards for Accreditation of Montana Schools", regulations of the State Department of Public Instruction, shall be used as minimum standards for workloads and class size.
- 10.9 STUDENT TEACHER LIMITATIONS - Every effort shall be made to avoid the assignment of more than one student teacher to the same supervising teacher during a single school year.
- 10.10 STUDENT TEACHER ACCEPTANCE - No teacher shall be required to accept a student teacher.
- 10.11 TEACHER AIDES - Aides shall not be used to replace teachers. However, teacher aides shall be used to relieve classroom overloads until the time in which classroom student overloads exceed 10% of the State accreditation class size standard for the grade level/class. Overloads shall first be equalized throughout the building. Additional class overloads, in excess of 10% in a building, shall then be equalized throughout the district. When the overload percentage (10%) for any grade level/class is exceeded, a new class will be formed to reduce overloaded class sizes.

Should the state reduce the allowable number of students per classroom from what is currently (May, 1991) allowable, teacher aides shall be used to relieve classroom overloads until time in which classroom student overloads exceed 15% of state accreditation class size standard for the grade level/class. Overloads shall first be equalized throughout the building. Additional class overloads, in excess of 15% in a building, shall then be equalized throughout the district. When the overload percentage (15%) for any grade level/class is exceeded, a new class will be formed to reduce overloaded class sizes.

Whenever a one-student overload exists in a class in which the state accreditation standard is 28 students or greater, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of .5 aide per teacher. Whenever a student overload exists, in excess of one student, in a class in which the state accreditation standard is 28 students or greater, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of 1 aide per teacher.

Whenever a one-student overload exists in a class in which the state accreditation standard is less than 28 students, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to 1 and 1/2 hours per teacher per day. Whenever a student overload exists, in excess of one student, in a class in which the state accreditation standard is less than 28 students, an aide shall be provided on an hourly/period basis during the time in which the class is overloaded, up to a maximum of .5 aide per teacher per day.

School dismisses. Principals will be responsible to see that the teacher is available when needed during this time.

Lunchroom, homeroom, and playground duties shall be scheduled by the administration and be rotated equally within the staff as reasonably and as practically as possible.

- A. The Board of Trustees will institute a joint teacher (Association member chosen by the Association), Administration/School Board member committee to review teacher concerns.
- B. Each teacher will receive a calendar that includes one 50 minute, duty-free prep period per day.
- C. Committee charter will include, but not be limited to, a review of School Board policy with regard to specialty classes, recess, additional duty assignments, time with students, and teacher preparation area.

6.3 The administration will inform teachers of out-of-class assignments for the ensuing school year on June 1.

6.4 If by mutual agreement between the teacher and the Board, the teacher agrees to perform summer curriculum work, he/she shall be paid on a prorated basis of his/her current salary for the summer months.

6.5 The Board of Trustees will institute a joint teacher/administration committee responsible to develop the school calendar. Two teachers (Association members) and two administrators/School Board members will comprise the committee. The committee will present the proposed calendar to the Board who set the calendar.

ARTICLE 7-LEAVES

7.1 Sick Leave: Ten(10) days of sick leave per year shall be granted teachers. This leave will accumulate to a maximum of one hundred(100) days. Leave over and above the allotted accumulative may be granted by the Board. Teachers with longer than a 10 month contract will receive one(1) day of sick leave per month of contract.

The following rules apply:

- A. Teachers who are absent from school must notify the superintendent or principal of their intent to return to school by 3:00 p.m. of their last day of being ill.
- B. All teachers must call the superintendent or principal by 7:00 a.m. to arrange for a substitute.
- C. Five(5) days of sick leave may be used in cases of death in the immediate family of the teacher or spouse. Immediate family is defined as spouse, parent, child, brother, sister, grandparent or grandchild.
- D. Unused sick leave is not to be considered as an extension of vacation period upon termination of contract.

Big Sandy

The parties agree the School District incurs costs that are impractical or extremely difficult to fix when a teacher breaches contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs.

Jurisdiction and enforcement of this provision of the individual contract is through the Judicial District Court, Chouteau County, Fort Benton, Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the School District and other actions the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate. In exchange, the School Board will not request the teacher's license suspension.

6.3 Savings Clause

If any provision of this Agreement or any application thereof to any teacher is held contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If such provisions and/or applications exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

6.4 Maintenance of Standards

In all existing District policies involving terms and conditions of professional service, matters relating directly to the Board-teacher relationship, and other terms of employment not specifically referred to in this Agreement, the Board shall make every effort to maintain same at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. Standards are understood to include duplication and this Agreement.

ARTICLE VII - Grievance Procedure

7.1 Definitions

- A. A grievance is a claim by a grievant that there has been a violation of the terms of the Agreement.
- B. A grievant is a teacher, or group of teachers, or the Association.
- C. Days shall mean calendar days, except as otherwise indicated.

7.2 Individual Rights

Subd. 1. Exceptions to the above are those activities for which teachers receive an extra pay stipend.

Section 3. Duty Free Lunch: Except in cases of emergency, teachers shall have a duty free lunch period, not less than 30 minutes in length. It is understood that the elementary teacher has the obligation to take students to the designated lunch room.

Section 4. Work Load:

Subd. 1. Elementary Teachers:

- (a) Elementary teachers will be excused from their classroom responsibilities while specialists are teaching their students. This time is to be used by teachers as a preparation period.
- (b) Elementary teachers will be provided no less than 300 minutes of preparation time in a normal week. The preparation period shall be scheduled within the work day (defined in Article VI, Section 1) and shall be in addition to the lunch period.
- (c) This subdivision is intended to describe workload terms for conventional classroom teachers and elementary librarians and shall not apply to counselors, social workers, psychologists, speech therapists, audiologists, and itinerant teachers assigned to special education, audio/visual personnel and the like.

Subd. 2 Middle School Teachers: Middle School teachers will be provided no less than 300 minutes of individual preparation time in a normal week. The preparation period shall be scheduled within the work day (defined in Article VI, Section 1) and shall be in addition to the lunch period.

Subd. 3. Secondary Teachers:

- (a) This subdivision is intended to describe work load terms for conventional classroom teachers and shall not apply to counselors, librarians, study hall teachers, social workers, psychologists, speech therapists, audiologists and itinerant teachers assigned to Special Education, audio-visual personnel and the like.
- (b) A normal classload for secondary teachers shall not exceed the average of more than 300 minutes per day of structured classroom teaching time.
- (c) Six Period Day: If the Board determines that a six period day for teachers shall be followed in any one of the District's secondary schools:
 - (1) Secondary teachers will be provided an uninterrupted preparation period of one (1) hour per day. The preparation period shall be scheduled within the teacher work day (defined in Section 1 of this Article) and shall be in addition to the lunch period.
 - (2) A teacher assigned more than an average of 300 minutes of structured classroom teaching shall be compensated at the rate of one-sixth of his or her regular base salary per year per hour of overload. In the event the over-load is for a lesser period, the compensation shall be reduced pro rata.
- (d) Seven Period Day: If the Board determines that a seven period day for teachers shall be followed in any one of the District's secondary schools:
 - (1) Secondary teachers shall be provided an uninterrupted preparation period of one (1) period per day. The preparation period shall be scheduled within the teacher work day (defined in Section 1, of this Article) and shall be in addition to the lunch period.
 - (2) It is intended that a teacher's assignment would normally involve five structured classroom teaching periods, one preparation period, and one period

Lame Deer Elementary

ARTICLE 16: WORK LOAD

* 1. Teacher Work Load:

The weekly teaching load for all teachers shall be no greater than twenty-eight hours of assigned pupil contact time. Pupil contact time will be defined by the Montana Standards for Accreditation.

* 2. Work Day:

The work day shall begin thirty minutes before classes and end thirty minutes after classes are dismissed. The student day shall not exceed six hours and forty minutes. Instruction shall not begin before 9:00 a.m., except in cases of an emergency.

3. Early Release:

On days preceding holidays, MEA Convention, and Fridays, the teacher's day shall end after the teacher's supervision duties have been completed.

4. Once a day has been declared an inclement day, all teachers may leave after the last bus has gone. On inclement days, after-school staff meetings shall be cancelled or postponed. Inclement days are defined as a day when teachers are required to supervise children in the classroom during regular recesses and noon hours. Inclement days will be determined by the employer.

5. Except in the event of an emergency, all teachers shall receive not less than a thirty minute daily, duty-free, uninterrupted lunch period.

On inclement weather days, each homeroom teacher will receive a free lunch.

6. The Board shall make available in the school a restroom and lavatory facility for the exclusive use of the employees and at least one room furnished which shall be reserved for use by district staff as a workroom and/or lounge.

The School District will make the school telephone available to the teachers for professional calls with the greatest amount of privacy possible. A pay telephone will be available for personal calls in one teachers' lounge.

Amendments to Senate Bill No. 370 BILL NO. SB 370
1st Reading Copy

Technical Amendments Suggested by Staff
For the Senate Committee on Education

Prepared by Andrea Merrill
February 14, 1995

1. Page 2, line 13.

Following: "school"

Insert: "that operates under the control of the trustees but is
independent from other school programs of the district"

2. Page 2, line 27.

Following: "provisions,"

Insert: "or"

Following: "education"

Insert: ", including accreditation standards"

3. Page 3, line 30.

Strike: ""cause""

Insert: "just cause for dismissal"

SENATE EDUCATION

EXHIBIT NO. 4

DATE 2/15/45

BILL NO. SB 370

RULE 10.55.604 ALTERNATIVE STANDARD (1) A school may apply to the board of public education through the office of public instruction for permission to use an alternative to any standard, section of standards, or the entire set of standards, excluding standards pertaining to law or certification requirements. To do so, the school shall provide the office of public instruction evidence that the opportunity to meet the accreditation standards' learner goals are at the core of its curricula--that is, that the school has put in place curriculum and assessment procedures which give students opportunities to meet the stated goals and which have been the results of the curriculum development process as outlined in the standards. The board of public education may withdraw its permission of the alternative program at any time if experience shows it no longer provides an educationally sound alternative.

(2) Permission to use an approved alternative shall be granted for one year. It is renewable for up to an additional five years without annual approval, if both the school and the board of public education find the one-year pilot to be workable and educationally sound.

(3) The school shall include an update on its alternative program(s) in its annual report to the office of public instruction.

(4) Approval and renewal of an alternative standard shall be done by the board of public education in open meeting, which provides opportunity for public comment on each school's application for use of the alternative standard.

BEFORE THE BOARD OF PUBLIC EDUCATION
OF THE STATE OF MONTANA

In the matter of the) NOTICE OF PROPOSED
adoption of Accreditation) AMENDMENT TO ARM 10.55.604
Standards; Procedures) ALTERNATIVE STANDARDS

To: All Interested Persons

1. On January 26, 1995 at 9:00 a.m., or as soon thereafter as it may heard, a public hearing will be held at the Board of Public Education offices, 2500 Broadway, Helena in the matter of the amendments of ARM 10.55.604 Alternative Standards.

2. The rule as proposed provides as follows:

10.55.604 ALTERNATIVE STANDARD; (1) through (4) will remain the same.

(5) A school or school district may submit a plan to employ a performance based accreditation model to the Office of Public Instruction. A school or school district granted approval for a (results oriented) accreditation model shall be subject to an on-site accreditation review at the end of an initial three year period by a team of individuals selected by the Office of Public Instruction. After a successful initial review, the school shall be subject to accreditation review by a visitation team at five year intervals. Schools employing an approved performance based accreditation model may not be required to comply with other standards herein except those that are required by law.

AUTH: SEC. 20-2-114, MCA IMP: SEC. 20-2-121, MCA

3. Although it is theoretically possible for a school district to apply for a performance based accreditation model under existing rules in the alternative standard, no school district has applied for such a program in the five years these standards have been in effect. This amendment to the rule makes it clear that such a proposal may be submitted by a school district and sets forth the basic requirements which will apply to to such a program.

4. Interested parties may submit their data, views or arguments either orally or in writing, at the hearing. Written data, views or arguments may also be submitted to Wilbur Anderson, Chairman, Board of Public Education, 2500 Broadway, Helena, MT 59620, no later than January 25, 1995.

5. Wilbur Anderson of the Board of Public Education, 2500 Broadway, Helena, MT 59620 has been designated to preside over

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|--|---------------------|-------------------------|
| Post-It™ brand fax transmittal memo 7671 | | # of pages ▶ <u>2</u> / |
| To <u>Eric Leaver</u> | From <u>Shannon</u> | |
| Co. <u>MEA</u> | Co. <u>BPE</u> | |
| Dept. <u>5061</u> | Phone # | |
| Fax # <u>442-2422</u> | Fax # | |

APPROVED BY COM ON EDUCATION
AND CULTURAL RESOURCES

SENATE EDUCATION

EXHIBIT NO. 6DATE 2/15/95BILL NO. SB 370

SENATE BILL NO. 232

INTRODUCED BY TOEWS, ELLIS, KITZENBERG, HERTEL, MOHL

A BILL FOR AN ACT ENTITLED: "AN ACT IMPLEMENTING THE LOCAL CONTROL PROVIDED TO SCHOOL TRUSTEES UNDER ARTICLE X, SECTION 8, OF THE MONTANA CONSTITUTION BY REVISING CERTAIN DUTIES OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION AND THE BOARD OF PUBLIC EDUCATION; REMOVING FROM THE SUPERINTENDENT OF PUBLIC INSTRUCTION THE AUTHORITY TO ADJUST THE AVERAGE NUMBER BELONGING, TO APPROVE OR DISAPPROVE AN ADULT EDUCATION PROGRAM FOR WHICH A DISTRICT PROPOSES A LEVY, OR TO APPROVE OR DISAPPROVE SCHOOL ON SATURDAYS OR ON PUPIL-INSTRUCTION-RELATED DAYS; AUTHORIZING THE BOARD OF PUBLIC EDUCATION TO ADOPT POLICES FOR SPECIAL EDUCATION TO MEET MINIMUM FEDERAL STANDARDS AND ADVISE TRUSTEES; REMOVING THE AUTHORITY OF THE BOARD OF PUBLIC EDUCATION TO ORDER THE SUPERINTENDENT OF PUBLIC INSTRUCTION TO WITHHOLD BASE AID FROM A DISTRICT FOR FAILURE TO COMPLY WITH BOARD RULES OR FAILURE TO MAINTAIN ACCREDITED STATUS; PROHIBITING THE SUPERINTENDENT OF PUBLIC INSTRUCTION FROM WITHHOLDING FEDERAL MONEY OR WITHHOLDING MONEY FROM VOCATIONAL EDUCATION, FOR FAILURE TO COMPLY WITH STATE ACCREDITATION STANDARDS; AMENDING SECTIONS 20-1-301, 20-1-302, 20-1-303, 20-1-304, 20-1-308, 20-2-121, 20-3-106, 20-7-303, 20-7-420, 20-7-422, 20-7-435, 20-7-705, 20-9-311, 20-9-344, AND 20-9-603, MCA; REPEALING SECTION 20-7-402, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

SECTION 1. SECTION 20-1-301, MCA, IS AMENDED TO READ:

"20-1-301. **School fiscal year.** The school fiscal year shall begin on July 1 and end on June 30. At least 180 school days of pupil instruction ~~shall~~ must be conducted during each school fiscal year, except that 175 days of pupil instruction for graduating seniors may be sufficient as provided in 20-9-313, ~~or unless a variance for kindergarten has been granted under 20-1-302 or unless~~ a district is granted a variance under the provisions of chapter 9, part 8, of this title. For any elementary or high school district that fails to provide for at least 180 school days of pupil instruction, the superintendent of public instruction shall reduce the county equalization as defined in 20-9-334 and the state equalization as defined in

Charter School bill with preliminary
M&T amendments. 2/14/95

LC1073.01

SENATE EDUCATION

EXHIBIT NO. 7

DATE 2/15/95

BILL NO. SB 370

SENATE BILL NO. 370

INTRODUCED BY Loewen Simpkins Brainard Mills
Loewen Simpkins Brainard Mills

A BILL FOR AN ACT ENTITLED: "AN ACT AUTHORIZING THE ESTABLISHMENT OF A CHARTER SCHOOL UNDER THE CONTROL OF THE TRUSTEES OF A SCHOOL DISTRICT AS A MEANS OF PROVIDING EDUCATIONAL OPPORTUNITIES TO PUBLIC SCHOOL PUPILS; ESTABLISHING APPROVAL AND REVOCATION PROVISIONS FOR THE BOARD OF PUBLIC EDUCATION AND THE TRUSTEES OF A SCHOOL DISTRICT; AND AMENDING SECTIONS 20-1-301, 20-1-302, 20-1-303, AND 20-7-111, MCA."

STATEMENT OF INTENT

A statement of intent is required for this bill because [section 3] authorizes the board of public education to adopt rules to implement the provisions of [sections 1 through 8], including the design and format of the petition required in [section 4] for initiation of a charter school. It is the intent of the legislature that the board of public education exercise its general supervisory authority over the Montana public school system to adopt all necessary rules for charter schools as an alternative means of providing educational opportunities to public school pupils.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

NEW SECTION. Section 1. Short title. [Sections 1 through 8] may be cited as the "Charter Schools Act".

NEW SECTION. Section 2. Definition. For the purposes of [sections 1 through 8], "charter school" means a nonsectarian school program of a public school district that is operated under a charter that is granted by the trustees of a school district and approved by the board of public education.

NEW SECTION. Section 3. Purpose -- establishment of charter schools. (1) The trustees of a school district may authorize the establishment of a charter school as a means of providing new opportunities for:

(a) improved pupil learning;

(b) increased learning opportunities for pupils in special areas of emphasis in accord with themes established for a charter school;

(c) creative and innovative instructional techniques and school structures;

(d) professional vistas for teachers who may choose to work in or to operate a charter school; and

(e) freedom from conventional program constraints and mandates.

(2) In the exercise of its general supervisory authority over the Montana public school system, the board of public education is authorized to establish an alternative means of providing educational opportunities to public school pupils as defined in 20-1-101(10). The board of public education shall adopt rules to implement the provisions of [sections 1 through 8], including the design and format of the petition required in subsection (3) for initiation of a charter school.

(3) A school district employee group or a school building employee group, a public entity established pursuant to an interlocal agreement under the provisions of Title 7, chapter 11, part 1, or other person or entity shall petition the trustees to establish and maintain a charter school.

NEW SECTION. Section 4. Petition for establishment of charter school -- allowable waivers of policies and laws -- limit on number of charter schools. (1) The petition for establishment of a charter school that is required in [section 3(2)] must include but is not limited to the following:

(a) a description of the key elements under which the charter school will operate;

(b) a description of the level of interest and support for the charter school by school district employees, parents, and the community; and

(c) the necessity and rationale for any waiver from school district policies, rules of the board of public education, collective bargaining provisions, and state law.

(d) a majority vote of the employees involved to support the proposed charter school.

(2) The trustees of a school district may adopt policies and procedures for receiving, reviewing, and screening petitions for a charter school.

(3) When considering a petition to establish a charter school, the trustees shall determine the necessity and rationale for a waiver requested in the petition, which may include a waiver from school district policies, rules of the board of public education, collective bargaining provisions, statutory requirements in 20-1-301 through 20-1-303 and 20-7-111, ~~provisions of federal law, or the protections for employees set forth in [section 5].~~

(4) Whenever the trustees determine that the reasons for seeking an allowable waiver are

(c) Apply on behalf of the charter school to, and seek approval from, the recognized exclusive representative for a waiver of the collective bargaining provisions listed in subsection (3) that conflict with a provision in the charter. Waiver of provisions of the collective bargaining agreement must be by mutual consent of the parties before the petition is submitted to the board of public education.

1 meritorious and legitimately related to the successful operation of a charter school, the trustees may:

2 (a) grant a waiver of a school district policy; and

3 (b) apply on behalf of the charter school to the board of public education for a waiver of rules of
4 the board of public education, including accreditation standards, ~~collective bargaining provisions~~, or
5 statutory requirements listed in subsection (3) that conflict with a provision contained in the charter.

6 (C) (5) The trustees shall submit a petition for a charter school to the board of public education no later
7 than February 1 prior to July 1 of the school fiscal year in which the charter school will commence.

8 (6) The board of public education may approve or disapprove a petition, including a request for a
9 waiver contained in the charter, within 60 days from the date of application or at the next scheduled
10 meeting of the board. A decision by the board of public education or the trustees on a petition is final.

11 (7) When the board of public education and the trustees approve a petition for a charter school,
12 the charter school may operate in the ensuing school fiscal year under the terms and conditions of the
13 charter. The manner and method of exercising the rights and performing the responsibilities, duties, and
14 functions granted to the charter school must be prescribed in the charter. The charter, as approved by the
15 board of public education, supersedes any school district policies, rules of the board of public education,
16 ~~collective bargaining provisions~~, or statutory provisions of 20-1-301 through 20-1-303 and 20-7-111 that
17 conflict with provisions of the charter.

18 (8) The total number of charter schools that may operate in the state in any school fiscal year may
19 not exceed 10 charter schools.

20

21 NEW SECTION. Section 5. Employee rights under charter school. (1) An employee who
22 participates in a charter school shall:

23 (a) participate in the public employees' retirement system or the teachers' retirement system if
24 otherwise eligible; and

25 (b) receive no less than the wages, leave, and insurance benefits provided to other similarly
26 situated school district employees.

27 (C) (2) A teacher who participates in a charter school shall:

28 (a) retain the right of tenure acquired while employed by the school district; and

29 (b) satisfy statutory certification requirements.

30 ~~(3) A nonteaching, classified employee of a charter school retains any right to "cause" contained~~

(C) retain any right to "cause" contained in school district policy, a collective bargaining agreement, or an individual contract entered into between the employee and the school district before

~~in school district policy, a collective bargaining agreement, or an individual contract entered into between the employee and the school district before the establishment of the charter school.~~

NEW SECTION. Section 6. Renewal of charter school. (1) The approval of a charter school by the board of public education and the trustees of a school district is valid for up to 3 school fiscal years.

(2) Prior to May 30 of each school fiscal year of operation of a charter school, the trustees shall evaluate the achievements and impacts of the charter school and submit the results of the evaluation to the board of public education.

(3) Prior to the end of the period of operation of a charter school, the trustees may:

(a) discontinue the operation of a charter school at any time; or

(b) seek approval of the board of public education to renew the charter and to continue the operation of the charter school.

NEW SECTION. Section 7. Board of public education revocation of charter school -- appeal. (1) The board of public education may revoke the charter of a charter school at any time for the following reasons:

(a) violation of provisions of law that have not been waived by the board of public education; or

(b) material violation of a provision of the charter.

(2) A decision of the board of public education to revoke a charter may be appealed to a district court. The revocation action by the board of public education may be stayed 45 days pending an appeal.

NEW SECTION. Section 8. Duties of superintendent of public instruction. Upon request, the superintendent of public instruction shall provide the board of public education or the trustees of a school district with technical advice and assistance regarding the establishment and operation of a charter school or the preparation of a petition requesting authorization for the establishment of a charter school.

Section 9. Section 20-1-301, MCA, is amended to read:

"20-1-301. **School fiscal year.** The school fiscal year ~~shall begin~~ begins on July 1 and ~~end ends~~ on June 30. ~~At~~ Except for a charter school provided for under [sections 1 through 8], at least 180 school days of pupil instruction ~~shall~~ must be conducted during each school fiscal year, except that 175 days of

EXHIBIT 7
DATE 2-15-95
SB 370

pupil instruction for graduating seniors may be sufficient as provided in 20-9-313, or unless a variance for kindergarten has been granted under 20-1-302 or a district is granted a variance under the provisions of chapter 9, part 8, of this title. For ~~any~~ an elementary or high school district that fails to provide for at least 180 school days of pupil instruction, the superintendent of public instruction shall reduce the county equalization as defined in 20-9-334 and the state equalization as defined in 20-9-343 for the district for that school year by 1/90th for each school day less than 180 school days."

Section 10. Section 20-1-302, MCA, is amended to read:

"20-1-302. **School day and week.** Subject to 20-1-308 and except for a charter school provided for under [sections 1 through 8], a school day of pupil instruction shall be at least 2 hours for kindergartens and all other preschool programs, unless a variance has been granted by the superintendent of public instruction in accordance with the policies of the board of public education, at least 4 hours for grades 1 through 3, and at least 6 hours for grades 4 through 12. The number of hours in any one school day for grades 4 through 12 may be reduced by 1 hour if the total number of hours in the school week is not less than 30 hours. The number of hours in a school week may be reduced, in an emergency, with the approval of the board of public education."

Section 11. Section 20-1-303, MCA, is amended to read:

"20-1-303. **Conduct of school on Saturday or Sunday prohibited -- exception.** Except as provided or except for a charter school under the provisions of [sections 1 through 8], pupil instruction ~~shall~~ may not be conducted on Saturday or Sunday. In emergencies, pupil instruction may be conducted on a Saturday when it is approved by the superintendent of public instruction in accordance with the policies adopted by the board of public education."

Section 12. Section 20-7-111, MCA, is amended to read:

"20-7-111. **Instruction in public schools.** ~~The~~ Except as provided for a charter school under [sections 1 through 8], the board of public education shall define and specify the basic instructional program for pupils in public schools, and ~~such~~ the program ~~shall~~ must be set forth in the standards of accreditation. Other instruction may be given when approved by the board of trustees."

1 NEW SECTION. **Section 13.** Codification instruction. [Sections 1 through 8] are intended to be
2 codified as an integral part of Title 20, chapter 6, and the provisions of Title 20 apply to [sections 1 through
3 8].

4 -END-

Section 31. Ex post facto, obligation of contracts, and irrevocable privileges. No ex post facto law nor any law impairing the obligation of contracts, or making any irrevocable grant of special privileges, franchises, or immunities, shall be passed by the legislature.

DATE 7. 15. 95

SENATE COMMITTEE ON Education

BILLS BEING HEARD TODAY: SB 351 SB 370

SJR 13

< ■ > PLEASE PRINT < ■ >

Check One

| Name | Representing | Bill No. | Support | Oppose |
|-----------------------|---------------------|----------|---------|--------|
| <i>Bridgway</i> | SELF | 351 | ✓ | |
| <i>Jonas</i> | MUS | SJR13 | ✓ | |
| <i>Ken Senger</i> | MT. AFL-CIO | SJR13 | ✓ | |
| <i>Bar Chart</i> | Commerce | SJR13 | ✓ | |
| <i>Jim Hollenback</i> | Self | SJR13 | ✓ | |
| <i>David A. Scott</i> | Dept of Labor & Ind | SJR13 | ✓ | |
| <i>Michael Leedy</i> | MSBA | 351 | X | |
| <i>Michael Leedy</i> | MSBA | 370 | X | |
| <i>WAYNE BUCHANAN</i> | BPE | SJR13 | X | |
| " | " | 370 | X | |
| <i>Pat Haffner</i> | Governor's Office | SJR13 | ✓ | |
| <i>Tim Roll</i> | By Elder School | SB370 | ✓ | |
| <i>Robert Smith</i> | " " " | SB370 | ✓ | |
| <i>Joanne Erick</i> | HAVRE Public School | SB370 | ✓ | |

VISITOR REGISTER

PLEASE LEAVE PREPARED STATEMENT WITH COMMITTEE SECRETARY

DATE 2/15/95

SENATE COMMITTEE ON Education

BILLS BEING HEARD TODAY: SB 351, SB 370, SJR13

< ■ > PLEASE PRINT < ■ >

Check One

| Name | Representing | Bill No. | Support | Oppose |
|-------------------------|--------------|----------|---------|--------|
| <i>Debra Fulton</i> | MSBA | 370 | X | |
| <i>Norm Irgen</i> | <i>SAW</i> | 351 | X | |
| <i>Michael D. Ablem</i> | MSBA | 370 | X | |
| <i>Linda Kuehler</i> | MSBA | 370 | X | |
| <i>Dr. [Signature]</i> | MEA | 370 | | XXX |
| <i>Don Waldron</i> | AREA | 351 | | |
| <i>JACK Capps</i> | OPI | 370 | | X |
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VISITOR REGISTER

PLEASE LEAVE PREPARED STATEMENT WITH COMMITTEE SECRETARY