

July Agenda

Special Meeting of Trustees

The special meeting of the Board of Trustees of School District #35 has been scheduled for **Monday, July 29, 2019** at 6pm at the **Gallatin Gateway School Board Room**. (All policies can be found at www.gallatingatewayschool.com.)

Call to Order

Presiding Trustee's explanation of procedures

Public Comment- Non Agenda Items- Sign in sheet

New Business

Hire: Assistant Clerk

Hire: Paraprofessional

Hire: Superintendent

Negotiate and agree to the terms of Superintendent Contract

Next Meetings:

Special Meeting- August 5, 2019 @ 3pm (goal setting & strategic planning)

Regular Meeting- August 14, 2019 @ 6pm (budget meeting)

Adjournment

"The Gallatin Gateway School community empowers our students to take responsibility for their learning so they may achieve their individual potentials as lifelong learners and productive citizens."

Audience Participation

The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. The Board also recognizes the statutory and constitutional rights of the public to participate in governmental operations. To allow fair and orderly expression of public comments, the Board will permit public participation through oral or written comments during the “public comment” section of the Board agenda and prior to a final decision on a matter of significant interest to the public. The Chairperson may control such comment to ensure an orderly progression of the meeting.

Individuals wishing to be heard by the Chairperson shall first be recognized by the Chairperson. Individuals, after identifying themselves, will proceed to make comments as briefly as the subject permits. The Chairperson may interrupt or terminate an individual’s statement when appropriate, including when statements are out of order, too lengthy, personally directed, abusive, obscene, or irrelevant. The Board as a whole shall have the final decision in determining the appropriateness of all such rulings. It is important for all participants to remember that Board meetings are held in public but are not public meetings. Members of the public shall be recognized and allowed input during the meeting, at the discretion of the Chairperson.

Cross Reference: 1420 School Board Meeting Procedure

Legal Reference: Article II, Section 8, Montana Constitution – Right of participation
Article II, Section 10, Montana Constitution – Right of privacy
§§ 2-3-101, et seq., MCA Notice and Opportunity to Be Heard

“The Gallatin Gateway School community empowers our students to take responsibility for their learning so they may achieve their individual potentials as lifelong learners and productive citizens.”

**MINUTES
SPECIAL MEETING
BOARD OF TRUSTEES, GALLATIN GATEWAY SCHOOL DISTRICT #35**

Call to Order

The Board of Trustees of the Gallatin Gateway School District #35 met at 6:00pm on Monday, July 29, 2019 in the Gallatin Gateway School Board Room. Board Chair Aaron Schwieterman presided and called the meeting to order at 6:04pm.

Trustees Present

Aaron Schwieterman, Board Chair; Julie Fleury, Board Vice-Chair; Mary Martin, Carissa Paulson, Patti Ringo

Trustees Absent

None

Staff Present

Carrie Fisher, District Clerk Erica Clark, Administrative Secretary; and Jacki Yager, Teacher

Others Present

Theresa Keel, George Wintle, Brad Parsch, Andi Shockley, Morgan Stuart, and Kris Goss, MTSBA Attorney (via phone call)

Presiding Trustee's Explanation of Procedures

Board Chair Aaron Schwieterman explained the public comment process to be followed for addressing the Board in accordance with Gallatin Gateway School policy. He noted: 1) that prior to a vote the public may comment on agenda items; 2) there will be time for public comment on non-agenda items; and 3) public comment periods are not intended to be a question and answer session.

Public Comment on Non- Agenda Items

None

NEW BUSINESS

Hire: Assistant Clerk

Motion: Trustee Mary Martin to hire Fraulein Jaffe at \$14/hour with flexible benefits of \$106.25/month for 11 months for no more than 20 hours each week (950 hours for the year, beginning August 1, 2019 and ending June 30, 2020.

Seconded: Vice Chair Julie Fleury

Public Comment: None

For: Fleury, Martin, Paulson, Ringo, Schwieterman

Opposed: None

Motion passed unanimously.

Hire: Paraprofessional

Motion: Trustee Patti Ringo to hire Madeline Herron at \$14/hour (with flexible benefits of \$212.50/month for 10 months for no more than 40 hours/week for approximately 190 days, beginning August 19, 2019 and ending June 12, 2020.

Seconded: Trustee Mary Martin

Public Comment: None
For: Fleury, Martin, Paulson, Ringo, Schwieterman
Opposed: None
Motion passed unanimously.

Hire: Superintendent

Motion: Vice Chair Julie Fleury to offer Theresa Keel the District Superintendent position.
Seconded: Trustee Patti Ringo
Public Comment: Andi Shockley
For: Fleury, Martin, Paulson, Ringo, Schwieterman
Opposed: None
Motion passed unanimously.

Negotiate and agree to the terms of the Superintendent Contract

The Board presented Theresa Keel with a draft contract proposal and then opened up negotiations with Ms. Keel regarding the terms of the Superintendent contract. Ms. Keel requested a three-year contract and to receive a district contribution to major medical insurance of \$763/month. The board conferred with Kris Goss regarding the major medical insurance. He advised the Board against increasing the major medical benefit based on ACA regulations. After a lengthy discussion the Board consensus was to offer a two-year contract and to maintain the district contribution of \$584/month, but increase the annual salary to offset the difference and estimated taxes incurred due to increase in salary.

Motion: Trustee Carissa Paulson to approve the Superintendent contract as presented with the following changes:

- 1) Article 1: 2-year contract (beginning August 1, 2019 and ending June 30, 2021)
- 2) Article 7: annual salary of \$76,000/year

Seconded: Vice Chair Julie Fleury
Public Comment: Brad Parsch
For: Fleury, Martin, Paulson, Ringo, Schwieterman
Opposed: None
Motion passed unanimously.

Ms. Keel agreed to the contract terms offered by the Board and signed the contract during the Board meeting.

Next Meetings:

- Special Meeting- August 5, 2019 @ 3pm (goal setting & strategic planning)
- Regular Meeting- August 14, 2019 @ 6pm (budget meeting)

Adjournment

Board Chair Aaron Schwieterman adjourned the meeting at 7:23pm.


Aaron Schwieterman, Board Chair


Carrie Fisher, District Clerk

Special Board Meeting

July 29, 2019

Sign-in Sheet

<u>Name- please print</u>	<u>Signature</u>
1. Theresa Kuel	Theresa Kuel
2. GEORGE WINTLE	George Wintle
3. Erica Clark	Erica Clark
4. Jacki Yager	Jacki Yager
5. Brona Farsch	Brona Farsch
6. Andi Shockley	Andi Shockley
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Assistant Clerk Hire Recommendation

Background

- This is a new position based on the Board's desire to reorganize the administrative team.
- This will be a PT position to assist the District Clerk with added responsibilities.
- This position will also assist the Administrative Secretary.

District Clerk's Recommendation:

Fraulein Jaffe

Hourly wage: \$14/hour

Benefits: Flexible benefits= \$1,168.75 (\$106.25/month) for 11 months, TRS, vacation and sick leave

Hours: No more than 20 hours/week or no more than 950 hours/year (July 1-June 30)

Contract Term: August 1, 2019 - June 30, 2020 (11 months)

Note for Future Contracts for this position: To maintain the 11 month contract- no contract for July each year.

Rationale:

Fraulein has been employed with the District for the last 2 years. The first year she was a full-time paraprofessional and the second year she was the After School Program Coordinator. During her first year of employment she worked closely with the District Clerk and Administrative Secretary. She has also subbed for the Administrative Secretary both years.

Fraulein will be a great asset to our team because she already has an understanding of the school culture, expectations, and has relationships with the students and staff. In addition, she is already familiar with many of the programs, tasks, and procedures she will be performing within this position.

It is our vision that this position will offer flexible hours for Fraulein to accommodate the needs of the district and allow her to meet her personal/family needs. Therefore, Fraulein's schedule will be determined by mutual agreement of the Assistant Clerk, District Clerk, Superintendent, and Administrative Secretary.

Recommended Motion: to hire Fraulein Jaffe at \$14/hour (+ flexible benefits) for no more than 20 hours a week (or 950 hours for the year), beginning August 1, 2019 and ending June 30, 2020.

Paraprofessional Hire Recommendation

Background

- This position has been advertised since the end of May 2019
- The District received 3 applications for the position
- Interviews are scheduled for Monday, July 29, 2019
- Interview committee will be Erica Clark, Mike Coon, Carrie Fisher, and Janet Westlake

Committee Recommendation:

TBD- if committee selects a candidate from the interviews the recommendation will be presented to the Board at the meeting.

Hourly Wage: \$14/hour

Benefits: Flexible benefits: \$212.50/month for 10 months, TRS, and vacation and sick leave

Hours: No more than 40 hours/week for approximately 190 days (187 + 3 orientation), and the approximate is because occasionally the District may need more time for administrative duties.

Recommended Motion: to hire _____ at \$14/hour (+ flexible benefits) for no more than 40 hours/week for approximately 190 days, beginning August 19, 2019 and ending June 12, 2020.

Superintendent Hire Recommendation

Background

- Position was advertised in June/July 2019, and applications were due to the County Superintendent's office by Friday, July 12.
- County Superintendent's office collected and screened applications for completeness and fielded inquiries regarding the position.
- The District received 10 complete applications; the committee interviewed 6 applicants.
- Mike Coon, Jamie Hetherington, Carrie Fisher, Patti Ringo, Morgan Stuart, Alison Ulrich, and Julie Fleury served on the search committee.
- Interviews were conducted on Friday, July 19; Monday, July 22; and Tuesday, July 23.
- Patti Ringo assisted the committee in making reference calls.

Superintendent Hire Recommendation from Committee

Theresa Keel

Rationale:

The committee chose Theresa based on her extensive experience in education and her strong skill set. The committee was impressed with Theresa's capabilities/experience in the following areas:

- Communication, Trust
- Approachability
- Delegation, Accountability, Consistency
- Innovativeness
- Curriculum, Assessment, Interventions
- Data Analysis
- Staff Evaluations
- Involvement/Engagement
- School Finance

Theresa recently retired from a career in education in Texas and is wanting to move to Montana to be closer to family. She desires a position in a close-knit, smaller-scale district where the school is the heart of the community so that she can capitalize on personal relationships. Theresa's previous positions-held include principal, superintendent, director of curriculum and instruction, director of special programs, assistant principal, and teacher.

Her leadership highlights include:

- Increasing revenue, grant acquisition, developing and passing bonds, contract negotiations
- Curriculum audit, analysis, and implementation; closing achievement gaps; instructional leadership

Recommended Motion: to hire Theresa Keel as the Superintendent.

CONTRACT TO BE NEGOTIATED SEPARATELY

Superintendent Contract Negotiations

Background:

- A draft superintendent contract is included in the packet.
- This contract has been reviewed by MTSBA.
- The salary noted in the contract meets the budget needs/constraints of the district.
- This draft was sent to Theresa Keel so she would have time to review prior to the meeting.

The Board must allow Theresa Keel the opportunity to provide a counteroffer and/or negotiate the terms of the contract with the Board.

Recommended Motion: to approve the Superintendent contract based on the negotiations with Theresa Keel.

DRAFT
GALLATIN GATEWAY SCHOOL DISTRICT #35
SUPERINTENDENT CONTRACT

1. **Term.** The Board, by and on behalf of the District, employs Theresa Keel, the Superintendent, and the Superintendent accepts employment as District Superintendent for a term of one (1) year, from August 1, 2019, to June 30, 2020.

2. **Record of Authorization for Contract.** This contract was approved by the Board at a properly noticed special meeting dated July 29, 2019. Such approval shall be reflected in the official minutes of such meeting, which shall be available for review by the public upon request.

3. **Duties.** The Superintendent is the chief executive officer of the District and shall perform the duties of the District Superintendent for the District as prescribed in the job description and such other duties as may be assigned by the Board. The Superintendent shall comply with legal Board directives, § 20-4-402, MCA, other applicable state and federal laws, and District policies as they exist or may hereafter be adopted or amended. Said District policies are incorporated in and made a part of this Contract as though fully set forth herein, except to the extent that any district policy directly conflicts with a specific provision of this contract, in which case, the contract language shall control. The Superintendent agrees to devote her time and energy to the performance of these duties in a competent manner.

In addition to the duties set forth above, the Superintendent shall perform building administrator duties in accordance with the accreditation standards found in the Administrative Rules of Montana. The Superintendent agrees that under no circumstance, nor with respect to any portion of this Contract, shall the Superintendent acquire tenure as provided in § 20-4-203, MCA, or any statutory provision governing the employment of a principal. The Superintendent shall serve as a full-time Superintendent with assigned building administrator duties, and not as a part-time superintendent and part-time principal.

4. **Professional Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organizations. "Appropriate" and "reasonable" shall include those meetings and expenses incorporated into the budget or otherwise pre-approved by the Board.

5. **Professional Certification and Records.** This contract is specifically conditioned upon the Superintendent providing the necessary certification and experience records and other records required for the personnel files or for payroll purposes. Failure to provide documentation of current and valid certification necessary and required to be employed as and perform the duties of Superintendent shall render this contract automatically void. Suspension, revocation, or lapse of said certification at any time for any reason shall render this contract automatically void. Any material misrepresentation related to or arising from said certification, or related to or arising from the application materials relied upon by the Board in offering employment to the Superintendent shall constitute good cause for termination of employment. The term "material" as used herein means any misrepresentation other than minor or insignificant deviations that would not have a bearing on the veracity of the Superintendent or the decision of the Board to extend an offer of employment to the Superintendent.

6. **Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position during the term of the Contract without the mutual written consent of the parties. Reassignment shall not be construed, however, as the assignment of additional administrative duties to the Superintendent as part of a reduction in the number of administrators in the district. In the event that additional duties and responsibilities are required of the Superintendent beyond those anticipated by the parties at the time of execution of the contract, the salary of the Superintendent may be renegotiated commensurate with said additional duties and responsibilities.

7. **Compensation.** The Board agrees to pay the Superintendent an annual salary of seventy-three thousand dollars (\$73,000.00), paid in equal monthly installments unless otherwise agreed to by the parties. Superintendent shall be present and available on school grounds for any day claimed as a work day unless the Superintendent is absent from District property while conducting business on behalf of the District. The Board and Superintendent agree the work year for the Superintendent is two-hundred and ten (210) days.

The parties agree that the Superintendent will be present on District property and on duty during all Pupil Instruction (PI) and Pupil Instruction Related (PIR) days falling within the academic school year, and on all business days falling outside of the academic school year, unless the Superintendent is utilizing vacation leave or sick leave as provided for herein, or unless the Superintendent is absent from District property while conducting business on behalf of the District. The parties agree further that the Superintendent's duties also include conducting school business as needed or necessary when situations requiring immediate attention or action arise on holidays, weekends, or during such other times when the Superintendent is not actively on duty.

8. **Salary Adjustment.** The Board will review the Superintendent's salary on an annual basis in conjunction with the evaluation of performance referenced in section 9, and in its discretion increase the salary.

9. **Evaluation.** The Board may evaluate and assess in writing the performance of the Superintendent at the Board's discretion, and shall conduct at least one formal evaluation annually, prior to January 15. Participation in the written evaluation process shall not preclude the Board from engaging in informal evaluation processes with the Superintendent throughout the term of the contract, nor shall the Board be prohibited from discussing with the Superintendent the performance of the Superintendent's duties at any time the Board shall in its discretion determine that such discussions are beneficial to the District.

10. **Holidays.** The Superintendent is entitled to days off with pay on those holidays specified in § 20-1-305, MCA, subject to the provisions of that section.

11. **Vacation Leave and Accrual.** The Superintendent is entitled to vacation leave benefits and subject to the cap on accumulation of annual vacation leave under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the District Clerk and Board Chairperson in advance of the use of vacation leave or any absences from the District. Absence from the District in excess of two (2) days must be approved by the Board Chair or the Board. Vacation days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this contract.

12. **Sick Leave and Accrual.** The Superintendent is entitled to sick leave benefits in accordance with Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the District Clerk and the Board Chair in advance or upon the use of sick leave from the District for any length of time.
13. **Professional Dues.** The Board shall pay the Association dues of the School Administrators of Montana, the Montana Association of Elementary and Middle School Principals as well as other appropriate affiliations, and civic and social memberships as approved by the Board.
14. **Travel Reimbursement.** The Board shall reimburse the Superintendent for the use of her automobile in conducting business on behalf of the District in accordance with § 2-18-503, MCA.
15. **Major Medical and Flexible Benefits Plan.** The District shall offer the Superintendent the same health insurance plan and flexible benefits provided to the certified employees in Article 21 of the Certified Master Agreement. (\$584.00 per month toward the health insurance plan and \$25.00 per month towards the flexible benefit plan).
16. **Consultation Activities.** The Superintendent shall be permitted to undertake writing, teaching, speaking engagements, and personal investment activities, provided these activities are not deemed by the Trustees to be in conflict with the performance of the Superintendent's duties for the School District. Any consulting work undertaken by the Superintendent for compensation, must be accomplished on the Superintendent's annual leave days, holidays or other non-duty days and/or at times that are considered non-business hours.
17. **Professional Liability.** The Board shall provide for the immunization, defense, and indemnification of the Superintendent as provided in § 2-9-305, MCA.
18. **Termination by Mutual Agreement.** This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing.
19. **Retirement, Death, Disability.** This contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement. "Retirement" shall mean cessation of services in all states as an administrator or superintendent in a position requiring certification. If the Superintendent becomes unable to perform the essential functions of the job with reasonable accommodation by the District for a period of time in excess of the Superintendent's accrued vacation and sick leave, this contract may be terminated by the Board of Trustees.
20. **Termination for Cause.** The Board may terminate the employment of the Superintendent during the term of this Contract for good cause. For purposes of this Agreement, "good cause" is defined as reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason. Placing the Superintendent on paid administrative leave does not constitute termination of employment, and is within the discretion of the Board of Trustees during the term of this contract.
21. **Controlling Law.** This Contract will be governed by the laws of the State of Montana.
22. **Complete Agreement.** This Contract embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No

alteration or modification of this Contract shall be valid unless evidenced by a writing signed by the parties to this Contract.

23. Savings Clause. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including any change of membership of the Board.

25. Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 pm, the 31st day of July, 2019.

GALLATIN GATEWAY SCHOOL DISTRICT #35

DRAFT

DRAFT

Theresa Keel, DISTRICT SUPERINTENDENT

DATE

DRAFT

DRAFT

Aaron Schwieterman, BOARD CHAIR

DATE

ATTEST:

DRAFT

DRAFT

Carrie Fisher, DISTRICT CLERK

DATE